



1112 Manatee Ave. West
Bradenton, FL 34205
purchasing@mymanatee.org

Solicitation Addendum

Addendum No.:	8
Solicitation No.:	19-TA003162CD
Project No.:	6086960 and 6045662
Solicitation Title:	44 th Avenue East Extension Project- from 45 th Street East to I-75
Addendum Date:	January 23, 2020
Procurement Contact:	Chris Daley, CPPO, CPPB- Procurement Manager

IFBC No. 19-TA003162CD is amended as set forth herein. Responses to questions posed by prospective bidders are provided below. This addendum is hereby incorporated in and made a part of IFBC No. 19-TA003162CD.

Change to:
ADVERTISEMENT, DATE, TIME AND PLACE DUE:

The Due Date and Time for submission of Bids in response to this IFBC is **February 7, 2020 at 3:00 P.M. ET**. Bids must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., Suite 803, Bradenton, FL 34205 prior to the Due Date and Time.

Change to:
INFORMATION FOR BIDDERS, FIRST PARAGRAPH OF SECTION A.01 BID DUE DATE:

The Due Date and Time for submission of Bids in response to this Invitation for Bid (IFBC) is **February 7, 2020 at 3:00 P.M. ET**. Bids must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., Suite 803, Bradenton, FL 34205 and time stamped by a Procurement representative prior to the Due Date and Time.

Change to:
INFORMATION FOR BIDDERS, SECTION A.51 SOLICITATION SCHEDULE

The following schedule has been established for this Solicitation process. Refer to the County's website (www.mymanatee.org > Business > *Bids & Proposals*) for meeting locations and updated information pertaining to any revisions to this schedule.

Scheduled Item	Scheduled Date
Non-Mandatory Information Conference	October 3, 2019 at 9:00 AM
Question and Clarification Deadline	November 13, 2019
Final Addendum Posted	<u>January 23, 2020</u>
Bid Response Due Date and Time	<u>February 7, 2020, 3:00 PM, ET</u>
Due Diligence Review Completed	<u>February 12, 2020</u>
Projected Award	<u>Projected Award March 2020</u>

Replace:

APPENDIX J, BID PRICING FORM, BID PRICING FORM PAGES APPENDIX J-1 THROUGH J-20

Replace Bid Pricing form pages Appendix J-1 through J-20 with the Revised bid Pricing Form pages Appendix J-1 through J-20 that are issued with this Addendum 8.

Replace:

ELECTRONIC BID PRICING FORM

Replace Electronic Bid Pricing Form with the Revised Electronic Bid Pricing Form issued with this Addendum 8.

Replace:

BID ATTACHMENT 2, SPECIAL PROVISIONS, CLARIFICATION OF SPECIFIC LINE ITEM:

Replace Bid Attachment 2, Special Provisions with the Revised Bid Attachment 2, Special Provisions issued with this Addendum 8.

Replace:

BID ATTACHMENT 5, ROADWAY PLANS-45TH STREET EAST TO 44TH AVENUE PLAZA EAST, PLAN SHEET NUMBER 3

Replace Bid Attachment 5 Plan Sheet number 3 with the revised Plan Sheet Number 3 issued with this Addendum 8.

Replace:

BID ATTACHMENT 8, SIGNALIZATION PLANS-45TH STREET EAST TO 44TH AVENUE PLAZA EAST, PLAN SHEET NUMBERS T3, 74, T6, andT7.

Replace Bid Attachment 8 Plan Sheet numbers T3, 74, T6, and T7 with the revised Plan Sheet Numbers T3, T4, T6, and T7 issued with this Addendum 8.

Change to:

RESPONSE TO QUESTION 1 ISSUED IN ADDENDUM NO. 5

R1. Clarifications for these pay items have been added to the Special Provisions with this Addendum 5. The two (2) line items for plugging of the wells have been removed from the bid form. Any wells that require plugging will be paid for on a case by case basis using the contingency funds via a field directive.

Change to:

RESPONSE TO QUESTION 62 ISSUED IN ADDENDUM NO. 5

R62. The strap will be steel, and the width is to be determined by the vendor as part of the overall pipe support shop drawing submittal. For the 36" pipe, the steel straps should be 6" wide and 0.5" thick. For the 8" pipe, the steel straps should be 4" wide and 0.5" thick.

Change to:

RESPONSE TO QUESTION 24 ISSUED IN ADDENDUM NO. 6

R24. Each Bidder is to determine the number of adverse weather days that they could reasonably expect for this project. Bidders are directed to refer to Article 7.1.C of the sample agreement for how adverse weather will be handled.

Add:

The following items are issued with this Addendum 5 for informational purposes only:

1. United States Coast Guard Advance Approval dated September 2014, with subsequent extensions dated April 2016 and August 2018.
2. SWFWMD ERP, dated January 31, 2018
3. SWFWMD ERP Minor Modification, dated July 10, 2018
4. USACOE permit, dated February 28, 2018
5. FDEP Wastewater permit, dated July 6, 2018
6. FDEP Potable Water permit, dated March 19, 2018
7. FPL Facilities Relocation Agreement
8. Proposed FPL Transmission Poles Coordinates

Note: FPL anticipates delivery of poles in August/September 2020 and a construction schedule of 14 weeks.

QUESTIONS AND RESPONSES:

Q1. Reference plan sheet US-01, SECTION 'M', Note 1, the Contractor should not be responsible for retaining the services of a Florida professional engineer to prepare signed and sealed shop drawings and calculations as this note requires for these hold-downs and pipe clamps, this is the responsibility of the design engineer. Remove this note from the plans and prepare a design for us to bid the job by.

R1. During the design phase, we discussed these items with several suppliers. They indicated that these components are custom made depending on the job conditions. Consequently, we have provided thrust and load conditions so that potential suppliers can optimize the design of their product. Note shall remain. The pipe manufacturer should have a PE on staff. There is no requirement to seek an independent PE for design

Q2. With regard to the Project Schedule generally and specifically with respect to General Condition Articles 2.4(C), (J) and (K) of the sample contract, among other relevant provisions related to schedule and delays, please confirm that Subcontractor is and shall only be responsible for: a Prime Contract Critical Path delay that results solely due to Subcontractor delay without a concurrent and separate Critical Path delay by the Owner, the Contractor or other third parties with regard to said Prime Contract delay, and the associated costs and for schedule recovery, or explain what is intended.

R2. The awarded Contractor shall be responsible for the quality and timeliness of **all** work provided under the resulting Agreement, including any subcontracted work.

Q3. General Condition Article 4.1(B) of the sample contract prohibits Subcontractors from making or recovering monetary damages for any delay (including Owner caused delays), however, Contractor is entitled to recover damages for events including concealed conditions. Please confirm that Subcontractor will be entitled to seek and recover additional time and/or money to the same extent as Contractor.

R3: Per Article 4.1(A), all subcontracts require the Subcontractor to be bound to the Contractor to the same extent that the Contractor is bound to the Owner.

Q4. General Condition Article 13.1(M) of the sample contract indicates that Owner may take possession of Contractor's equipment. As Subcontractor's equipment is subject to covenants that prohibit any surrender of possession, please confirm that under no circumstance shall Contractor or Owner take possession of Subcontractor's equipment or explain what is intended.

R4: To clarify the intent of Article 13.1(M), this section shall be revised to read the following:

If Contractor fails within seven (7) days after written notice to correct defective Work, or fails to perform the Work in accordance with the Contract Documents, or fails to comply with any other provision of the Contract Documents, Owner may correct and remedy such deficiency to the extent necessary to complete corrective and remedial action. Owner may temporarily exclude Contractor from all or part of the site, temporarily take possession of all or part of the Work, Contractor's tools, construction equipment and machinery at the site or for which Owner has paid Contractor but are stored elsewhere, for such duration as reasonably necessary to correct the deficiency. All direct and indirect costs of Owner in exercising such rights and remedies will be charged against Contractor in an amount approved as to reasonableness by Architect/Engineer and a Change Order will be issued incorporating the necessary revisions.

Q5. General Condition Article 8.4 of the sample contract requires Contractor to notice claims for additional compensation or extensions of time affecting the substantial completion date be made "within 15 days of when the Contractor was or should have been aware of the fact that an occurrence was likely to cause delay or increased costs" conflicts with General Condition Article 3.1(A)'s requirement that claims for adjustments to the contract price shall be made "within fifteen (15) days from the beginning of such occurrence." Please confirm that all claims for adjustments to the Contract Price must be made within 15-days from the beginning of the occurrence.

R5: Article 8.4(2) will be revised to read the following:

The Contractor must submit a notice of claim to Owner's Project Representative and to the Architect/Engineer within fifteen (15) days of the beginning of such occurrence. Failure to submit a claim within the requisite 15-day period shall constitute a waiver of the right to pursue said claim.

Q6. General Condition Article 8.4 of the sample contract requires Contractor to notice claims for additional compensation or extensions of time affecting the substantial completion date be made "within fifteen (15) days of when the Contractor was or should have been aware of the fact that an occurrence was likely to cause delay or increased costs" conflicts with General Condition Article 5.4's requirement that notice of claims for concealed conditions be made within 10 days "after first observance of the conditions." Please confirm that claims for concealed conditions must be made within 15-days from the beginning of the occurrence.

R6: Article 5.4 requires the Contractor to provide notice to the Owner and the Architect/Engineer (A/E) of any concealed conditions they encounter that are materially different than indicated in the Contract Documents before the conditions are disturbed and in no event later than ten (10) days after the first observance. Article 5.4 does not address claims that relate to concealed conditions.

Q7. General Condition Article 2.4(J) and (K) of the sample contract prohibits work on Saturday and Sundays without Owner's consent and makes Contractor liable for the overtime charges incurred by Owner. Owner can re-sequence work, which may cause delays or the need to work on the weekends, resulting in Contractor bearing the burden of overtime charges. Please confirm that Contractor will not be liable for Owner's overtime charges that result from Owner's action or inaction.

R7: Article 2.4(k) will be revised to read the following:

Contractor shall pay for all additional Architect/Engineering charges, inspection costs and Owner staff time for any overtime work which may be authorized. Such additional charges shall be an obligation of Contractor and no extra payment shall be made by Owner because of such overtime work. At Owner's option, such overtime costs may be deducted from Contractor's monthly payment request or Contractor's retainage prior to release of final payment. Contractor's obligation to pay all overtime-related costs shall not apply if Contractor is directed by Owner to work overtime solely for Owner's convenience.

Q8. General Condition Article 9.1(A) of the sample contract imposes an indemnity obligation upon Contractor for claims, damages, losses and expenses to the extent caused by the negligent acts or omissions of Contractor. However, the indemnity provision on page 29 of the Special Provisions does not limit indemnity to Contractor's negligence. Please confirm Contractor's indemnity obligation is limited to the extent of its negligence.

R8: The indemnity provision on page 29 of the Special Provisions (now page 30 of the revised Special Provisions) limits indemnification to "...any negligent act or occurrence of omission or commission of the contractor/consultant, its officers, agents, or employees." Furthermore, this is language required by the Florida Department of Transportation (FDOT) and the County has no authority to revise or modify this language regarding the Contractor's indemnification obligations to FDOT.

Q9. Email to Wavetronix - They are using different types of your equipment and the quantities aren't adding up to what they have. They are using your items for signals and for MVDS on the CCTV Poles. They have your regular type radars and then they have your HD Radars.

R9. We will add 2 additional PRD (Matrix), 1 for DZ-1 and 1 for DZ-5 at Creekwood Blvd. See revised plan sheets issued with this Addendum No. 8.

Q10. At the pre-bid meeting reference to the geotechnical report was discussed regarding a "Settlement Monitoring Program" and the requirement to install settlement plates at each of the bridge approaches and the question was asked as to who would be responsible for installing the settlement plates and monitoring of same. The response at the meeting was "we would get back to you on that". Addendums received to date have not responded to this issue and Contractors need to know what the scope of this work will be and a bid item to be compensated for it. Please advise.

R10. At the Info Conference, it was decided that AECOM would perform the settlement monitoring.

Q11. On sheet 46 in the upper right quadrant, the following note appears: Temporary Construction Easement Provide 1700 CY OF Fill For Pond north of 44th Ave. Between Sta. 235+30 To 236+80. Please clarify the scope of work required in this area (what, if any clearing and grubbing, dewatering, restoration, etc. will be required) and if the quantity of fill indicated here is included in the bid items for excavation and embankment

R11. Line Item #25, [FDOT 0120 6] – Embankment. The Embankment quantity includes 1700 CY that will be required to fill and grade the existing pond on the north side of 44th Avenue East extending from approximately Sta 235+20 to Sta 236+90. The final grade of the pond area is to be consistent with the surrounding area and shall be restored with sod, to be paid for under separate pay item. Work elements to be included in this pay item for this operation include dewatering/pumping the pond

utilizing a sump to facilitate this process and backfilling the pond in 12" layers to a 90% Modified Proctor density. Removal of any vegetation in the bottom and sides of the pond are to be paid for separately under the Clearing and Grubbing pay item.

Q12. Pay item 0425-1-910 Inlets, Closed Flume calls for 4 Each I can only find 3 S-207, S-208, S-209. Where is the 4th??

R12. After further verification, there's three (3) proposed closed flume inlets. See revised bid form issued with this Addendum 8.

Q13. On the lighting plans they show 22 of the double light poles, the ones in the median. The bid sheet is only showing 20 of these. Please advise

R13. Light pole quantity is 22 as shown under grand total on sheet L-3. See revised bid form issued with this Addendum 8.

Q14. In the Structure Plans, Plan Sheet B-4, it indicates Pay Items 521-5-1 & 521-6-11, which are for the barrier walls (32" F-Shape & Parapet) for the bridges. In the Roadway Plans (45th St to 44th Ave Plaza East), Plan Sheet SQ-22, it reflects quantities for Pay Items 521-1 & 521-72-5. The stations indicated on Plan Sheet SQ-22, appear to include the bridge quantities again in their pay items. Please clarify.

R14. The Roadway Plans double counted the barrier wall. The quantity for 521-1, Median Concrete Barrier Wall, was revised from 3557LF to 507LF. The quantity for 521-72-5, Shoulder Concrete Barrier Wall, was revised from 3720LF to 595LF. The Summary of Pay Items Sheet included in Addendum 6 reflects these changes. See revised bid form issued with this Addendum 8.

Q15. Reference Bid Form, Pay Item No. 109, CONCRETE CURB AND GUTTER, VARIABLE HEIGHT TYPE 'F', the Summary of Quantities sheets (23) through (27) do not identify the location or locations of this curb and the bridge structural drawings do not include it either, and there is no detail for this type curb, please let us know where the curb is and what varying height of curb is to be.

R15. The AECOM plan set does not utilize Pay Item 520-1-11, Variable Height Type F Curb and Gutter. The plan quantity of 7681LF shown under Pay Item 520-1-11 should have been listed as Pay Item 520-2-2, Type AB Curb and Gutter, on the Bid Form Sheets. See revised bid form issued with this Addendum 8.

Q16. Sheet US-04, note 2: WE need clarification on the design loads of 94 kips and 132 kips: do they include the factor of safety of X@ or do they not include the safety factor?

R16. The anchor loads indicated on sheet US-04 included a safety factor of 2.0.

Q17. Sheet US-04, note 5: This note specifies proof testing for all installed anchors. The proof testing company says it is very unusual to proof test every pile. Can the EOR confirm all piles are to be proof/load tested?

R17. Since there are only a few anchors in the project, all anchors are to be proof tested.

Q18. Our insurance agent has advised that the minimum deductible for water damage available in this market is \$25,000. The \$10,000 deductible for all other perils is doable. I am sure the other contractors would have the same issue with the water damage deductible. Please advise if the County will accept this.

R18. Yes, this is acceptable.

Q19. Please confirm the builder's risk deductible will only apply to "All other Perils" outside Named Windstorms & Floods.

R19. Named windstorm and flood can have a higher (or separate) deductible than the "all perils" coverage for other events.

Q20. If the \$10K deductible is to apply to "All Risk", please consider raising the self-insured deductible to \$250K so that reasonable insurance premiums for the project can be obtained from insurance carriers.

R20. Other than the responses provided for in questions 18 and 19 above, the deductible for the Builder's Risk shall remain as stated in Addendum 1.

Q21. Reference Bid Form Pay Item No. 354, UW-16 Elwood I Pump Station Interconnection, and Utility Work Plans sheets U-07 and U-08, PHASES 2 and 4. A twelve (12) hour shutdown of the pump station for each 36-inch pipe interconnection is currently allowed. However, a shutdown time of 12-hours for each interconnection is not enough time. Each interconnection location requires installing the new pipe, installing vertical soil anchors at each concrete encasement location, installing pipe clamps and galvanized anchors, constructing forms, installing rebar, placing ten (10) cubic yards of concrete at each encasement, allow for curing time of concrete encasement, strip the forms and backfill the pipe. This is too much to accomplish in twelve (12) hours. A by-pass piping plan with line stops and wet taps needs to be developed that will allow adequate time to install these interconnections safely and correctly. Suggest the Project Manager and Operations Staff prepare a design for a bypass to accommodate the supply side water main and the distribution side water main to insure service is maintained.

R21. Installation of the Elwood I PS 30" and 36" outlet pipes are relatively standard installations. We are assuming that the concern is with the new 36" inlet pipe to Elwood I BPS and the interconnections at Elwood and 51st Street where the phasing plans indicate a maximum allowable time of 12 hours to perform the interconnections to the existing 36" transmission main. Per the Phasing Plans on Sheets U-06 through U-08, all preparatory work should be completed and the only activities to be performed in the 12-hour period are the two 36" interconnections, the 4" connection, and reconnection of water service to the homes on 44th Avenue East (refer to Phase 4 on U-08). Multiple crews will likely be required. In response to the specific contractors' concerns:

1. COMMENT: Allow concrete curing time.

RESPONSE: The phasing allows adequate time for the concrete deadmen to cure to required strength. The concrete encasement of the deadmen straps on the piping is only to protect the steel from the environment; it is not structural thus curing time is not an issue.

2. COMMENT: Install new pipe.

RESPONSE: The piping was designed so that all the new piping could be installed and tested, except for the final connections, without disturbing the existing piping. During the 12-hour shutdown, only new pipe required for the interconnections will need to be installed.

3. COMMENT: Remove existing pipe.

RESPONSE: Once the new piping is connected, the existing piping can be removed. The only piping that needs to be removed during the 12-hour shutdown is the piping required to make the interconnections.

Q22. Another clarification needed concerns the increase limits of insurance stated in Addendum 1. Specifically, can a bidder use its primary and excess coverage to satisfy the limits?

R22. The contractor can use primary and excess policies to meet the limit, however, if the policies are not exclusive to this project only, then the contractor needs to: (1) show that the policy limits are not, and are not anticipated to be during the life of the project, eroded, and (2) that the County's project and the County are added as Additional Insured to each of the policies. If the policies are new and exclusive to only this project, then only requirement number 2 above needs to be met, along with requirements already noted in the contract.

NOTE: Items that are ~~struck through~~ are deleted. Items that are underlined have been added or changed. All other terms and conditions remain as stated in the IFBC.

End of Addendum

INSTRUCTIONS:

Receipt of this addendum must be acknowledged as instructed in the solicitation document. Failure to acknowledge receipt of this Addendum may result in the response being deemed non-responsive.

AUTHORIZED FOR RELEASE Chris Daley

BID FORM

(Submit in Triplicate)

**44th Avenue East Extension Project - from 45th Street East to I-75
 Based on Completion Time of 900 Calendar Days**

PAY ITEM NO.	FDOT ITEM NUMBER	DESCRIPTION	44th Ave. East Braden River Segment QTY.	44th Ave. East- 44th Ave. Plaza East to I-75 QTY	TOTAL PROJECT QTY.	UNITS	BID PRICE PER UNIT (\$)	TOTAL BID PRICE (\$)
ROADWAY & BRIDGE								
1.	0101 1	Mobilization (Includes both projects)			1.00	LS		
2.	0102 1	Maintenance of Traffic (MOT), (Includes both Projects)			1.00	LS		
3.	102-14	Traffic Control Officer	60.00	32.00	92.00	HR		
4.	0102 60	WORK ZONE SIGN	335.00		335.00	ED		
5.	0102 74 1	CHANNELIZING DEVICE- TYPES I, II, DI, VP, DRUM, OR LCD	744.00		744.00	ED		
6.	0102 74 2	CHANNELIZING DEVICE, TYPE III, 6'	203.00		203.00	ED		
7.	0102 76	ARROW BOARD / ADVANCE WARNING ARROW PANEL	400.00		400.00	ED		
8.	0102 78	TEMPORARY RETROREFLECTIVE PAVEMENT MARKER	961.00		961.00	EA		
9.	0102 99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	1,800.00		1,800.00	ED		
10.	0102107 1	TEMPORARY TRAFFIC DETECTION AND MAINTENANCE, INTERSECTION	200.00		200.00	ED		
11.	0103 1	TEMPORARY WORK STRUCTURE	1.00		1.00	LS		
12.	0104 10 3	SEDIMENT BARRIER	25,889.00	8,307.00	34,196.00	LF		
13.	0104 11	FLOATING TURBIDITY BARRIER	444.00		444.00	LF		
14.	0104 12	STAKED TURBIDITY BARRIER- NYLON REINFORCED PVC	76.00		76.00	LF		
15.	0104-15	SOIL TRACKING PREVENTION DEVICE		2.00	2.00	EA		
16.	0104 18	INLET PROTECTION SYSTEM	120.00	51.00	171.00	EA		
17.	0107 1	LITTER REMOVAL	17.80	5.28	23.08	AC		
18.	0107 2	MOWING	9.34	5.28	14.62	AC		
19.	0108 2	PROTECTION OF EXISTING STRUCTURES- VIBRATION MONITORING	1.00		1.00	LS		
20.	0110 1 1	CLEARING & GRUBBING	40.10	11.12	51.22	AC		
21.	0110 4 10	REMOVAL OF EXISTING CONCRETE	4,041.00	3,269.00	7,310.00	SY		
22.	0120 1	REGULAR EXCAVATION	81,736.00	16,678.00	98,414.00	CY		
23.	0120 4	SUBSOIL EXCAVATION	1,851.00		1,851.00	CY		
24.	0120 6	EMBANKMENT	68,998.00	3,707.00	72,705.00	CY		

Bidder Name: _____

Authorized Signature: _____

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(Submit in Triplicate)

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25.	120-77	SURCHARGE EMBANKMENT	21,600.00			CY		
26.	0160 4	TYPE B STABILIZATION	101,690.00	23,500.00	125,190.00	SY		
27.	0180-72	RIGID PAVEMENT STABILIZED SUBBASE- SPECIAL WORK PLATFORM	14.00			CY		
28.	0210-2	LIMEROCK, NEW MATERIAL FOR REWORKING BASE	7.00			CY		
29.	0285701	OPTIONAL BASE, BASE GROUP 01	10,354.00		10,354.00	SY		
30.	0285709	OPTIONAL BASE, BASE GROUP 09	70,797.00	20,874.00	91,671.00	SY		
31.	0327 70 5	MILLING EXIST ASPH PAVT, 2" AVG DEPTH	4,591.00		4,591.00	SY		
32.	0327-70-6	MILLING EXIST ASPH PAVT, 1 1/2" AVG DEPTH		15,664.00	15,664.00	SY		
33.	0334 1 12	SUPERPAVE ASPHALTIC CONC, TRAFFIC B	647.70		647.70	TN		
34.	0334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	10,641.00	4,737.00	15,378.00	TN		
35.	0337 7 83	ASPHALT CONCRETE FRICTION COURSE, Traffic C, FC-12.5, PG 76-22, ARB	9,501.00	3,015.00	12,516.00	TN		
36.	0339 1	MISCELLANEOUS ASPHALT PAVEMENT	85.25		85.25	TN		
37.	0400 0 11	CONCRETE CLASS NS, GRAVITY WALL	318.00	75.00	393.00	CY		
38.	0400 1 2	CONCRETE CLASS I, ENDWALLS	15.00		15.00	CY		
39.	0400 2 4	CONC CLASS II, SUPERSTRUCTURE	4,851.20		4,851.20	CY		
40.	0400 2 10	CONCRETE CLASS II, APPROACH SLABS	248.60		248.60	CY		
41.	0400 4 5	CONCRETE CLASS IV, SUBSTRUCTURE	920.50		920.50	CY		
42.	0400 9	BRIDGE DECK GROOVING & PLANING, DECK 8.5'>	13,368.90		13,368.90	SY		
43.	0400147	COMPOSITE NEOPRENE PADS	142.40		142.40	CF		
44.	0415 1 4	REINFORCING STEEL - SUPERSTRUCTURE	1,268,424.00		1,268,424.00	LB		
45.	0415 1 5	REINFORCING STEEL- SUBSTRUCTURE	220,858.00		220,858.00	LB		
46.	0415 1 9	REINFORCING STEEL- APPROACH SLABS	47,262.00		47,262.00	LB		
47.	0425 11	MODIFY EXISTING DRAINAGE STRUCTURE		3.00	3.00	EA		
48.	0425 1351	INLETS, CURB, TYPE P-5, <10'	19.00	24.00	43.00	EA		
49.	0425 1352	INLETS, CURB, TYPE P-5, >10'	2.00		2.00	EA		
50.	0425-1-355	INLETS, CURB, TYPE P-5, PARTIAL		2.00	2.00	EA		
51.	0425 1361	INLETS, CURB, TYPE P-6, <10'	18.00	2.00	20.00	EA		
52.	0425-1-365	INLETS, CURB, TYPE P-6, PARTIAL		4.00	4.00	EA		

Bidder Name: _____

Authorized Signature: _____

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53.	0425 1451	INLETS, CURB, TYPE J-5, <10'	11.00	3.00	14.00	EA		
54.	0425 1452	INLETS, CURB, TYPE J-5, >10'	9.00		9.00	EA		
55.	0425 1461	INLETS, CURB, TYPE J-6, <10'	9.00	3.00	12.00	EA		
56.	0425 1462	INLETS, CURB, TYPE J-6, >10'	2.00		2.00	EA		
57.	0425-1-529	INLETS, DT BOT, TYPE C, MODIFY		1.00	1.00	EA		
58.	0425 1531	INLETS, DITCH BOTTOM, TYPE C MODIFIED- BACK OF SIDEWALK, <10'	20.00		20.00	EA		
59.	0425 1541	INLETS, DT BOT, TYPE D, <10'	3.00	2.00	5.00	EA		
60.	0425-1-549	INLETS, DT BOT, TYPE D, MODIFY		2.00	2.00	EA		
61.	0425 1551	INLETS, DT BOT, TYPE E, <10'	4.00		4.00	EA		
62.	0425 1581	INLETS, DT BOT, TYPE H, <10'	2.00		2.00	EA		
63.	0425 1891	INLETS, BARRIER WALL, <10'	5.00		5.00	EA		
64.	0425 1910	INLETS, CLOSED FLUME	3.00		3.00	EA		
65.	0425 2 41	MANHOLES, P-7, <10'	6.00		6.00	EA		
66.	0425-2-61	MANHOLES, P-8, < 10'		2.00	2.00	EA		
67.	0425-2-63	MANHOLES, P-8, PARTIAL		1.00	1.00	EA		
68.	0425 2 71	MANHOLES, J-7, <10'	9.00		9.00	EA		
69.	0425 2 72	MANHOLES, J-7, >10'	5.00		5.00	EA		
70.	0425-2-91	MANHOLES, J-8, < 10'		2.00	2.00	EA		
71.	0430174115	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 15"SD	63.00		63.00	LF		
72.	0430174215	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELLIP/ARCH, 15"SD	68.00		68.00	LF		
73.	0430175112	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 12"S/CD	53.00		53.00	LF		
74.	0430-175-115	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 15" S/CD		141.00	141.00	LF		
75.	0430175118	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 18"S/CD	4,228.00	2,679.00	6,907.00	LF		
76.	0430175124	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 24"S/CD	2,223.00	636.00	2,859.00	LF		
77.	0430175130	PIPE CULVERT, OPT MATERIAL, ROUND, 30"S/CD	716.00	99.00	815.00	LF		
78.	0430175136	PIPE CULVERT, OPT MATERIAL, ROUND, 36"S/CD	1,329.00	360.00	1,689.00	LF		
79.	0430175142	PIPE CULVERT, OPT MATERIAL, ROUND, 42"S/CD	695.00		695.00	LF		

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BID FORM

(Submit in Triplicate)

44th Avenue East Extension Project - from 45th Street East to I-75
Based on Completion Time of 900 Calendar Days

PAY ITEM NO.	FDOT ITEM NUMBER	DESCRIPTION	44th Ave. East Braden River Segment QTY.	44th Ave. East- 44th Ave. Plaza East to I-75 QTY	TOTAL PROJECT QTY.	UNITS	BID PRICE PER UNIT (\$)	TOTAL BID PRICE (\$)
80.	0430175148	PIPE CULVERT, OPT MATERIAL, ROUND, 48"S/CD	1,234.00		1,234.00	LF		
81.	0430175154	PIPE CULVERT, OPT MATERIAL, ROUND, 54"S/CD	3,056.00		3,056.00	LF		
82.	0430175160	PIPE CULVERT, OPT MATERIAL, ROUND, 60"S/CD	1,516.00		1,516.00	LF		
83.	0430175218	PIPE CULVERT,OPTIONAL MATERIAL,OTHER-ELIP/ARCH, 18"S/CD	226.00	8.00	234.00	LF		
84.	0430175224	PIPE CULVERT,OPTIONAL MATERIAL,OTHER SHAPE-ELIP/ARCH, 24"S/CD	277.00	4.00	281.00	LF		
85.	0430175230	PIPE CULVERT, OPT MATERIAL, OTHER SHAPE - ELIP/ARCH, 30"S/CD	79.00		79.00	LF		
86.	0430175242	PIPE CULVERT, OPT MATERIAL, OTHER SHAPE - ELIP/ARCH, 42"S/CD	198.00		198.00	LF		
87.	0430175254	PIPE CULVERT, OPT MATERIAL, OTHER SHAPE - ELIP/ARCH, 54"S/CD	36.00		36.00	LF		
88.	0430982123	MITERED END SECTION, OPTIONAL ROUND, 15" CD		1.00	1.00	EA		
89.	0430982125	MITERED END SECTION, OPTIONAL ROUND, 18" CD	2.00	1.00	3.00	EA		
90.	0430982129	MITERED END SECTION, OPTIONAL ROUND, 24" CD	3.00	2.00	5.00	EA		
91.	0430-982-133	MITERED END SECTION, OPTIONAL ROUND, 30" CD	1	1.00	2.00	EA		
92.	0430-982-138	MITERED END SECTION, OPTIONAL ROUND, 36" CD		1.00	1.00	EA		
93.	430-982-140	MITERED END SECTION, OPTIONAL ROUND, 42" CD	1.00		1.00	EA		
94.	0430982142	MITERED END SECTION, OPTIONAL ROUND, 54" CD	2.00		2.00	EA		
95.	0430982143	MITERED END SECTION, OPTIONAL ROUND, 60" CD	1.00		1.00	EA		
96.	0430982625	MITERED END SECTION, OPTIONAL - ELLIPTICAL / ARCH, 18" CD	2.00		2.00	EA		
97.	0430982629	MITERED END SECTION, OPTIONAL - ELLIPTICAL / ARCH, 24" CD	1.00		1.00	EA		
98.	0430984123	MITERED END SECTION, OPTIONAL ROUND, 15" SD	6.00		6.00	EA		
99.	0430984625	MITERED END SECT, OPTIONAL - ELLIPTICAL / ARCH, 18" SD	4.00		4.00	EA		
100.	0450 2 45	PREST BEAMS: FLORIDA-I BEAM 45"	14,937.90		14,937.90	LF		
101.	0455 34 5	PRESTRESSED CONCRETE PILING, 24" SQ	13,278.90		13,278.90	LF		
102.	0455143 5	TEST PILES-PRESTRESSED CONCRETE,24" SQ	1,217.00		1,217.00	LF		
103.	0458 1 11	BRIDGE DECK EXPANSION JOINT, NEW CONSTRUCTION, F&I POURED JOINT WITH BACKER ROD	689.00		689.00	LF		

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44th Avenue East Extension Project - from 45th Street East to I-75

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104.	0459 71	PILES, POLYETHYLENE SHEETING	59.40		59.40	SY		
105.	0515-1-1	PIPE HANDRAIL - GUIDERAIL, STEEL		550.00	550.00	LF		
106.	0515 1 2	PIPE HANDRAIL - GUIDERAIL, ALUMINUM	1,068.00		1,068.00	LF		
107.	0515 42	PEDESTRIAN/BICYCLE RAILING, ALUMINUM, DOUBLE BULLET RAIL	3,124.80		3,124.80	LF		
108.	0519-78	BOLLARDS	4.00		4.00	EA		
109.	0520 1 10	CONCRETE CURB & GUTTER, TYPE F	16,912.00	4,145.00	21,057.00	LF		
110.	0520-2-2	CONCRETE CURB & GUTTER, TYPE AB	7,681.00	8,515.00	16,196.00	LF		
111.	0520 5 11	TRAFFIC SEPARATOR CONCRETE-TYPE I, 4' WIDE	1,386.00		1,386.00	LF		
112.	0520 5 16	TRAFFIC SEPARATOR CONCRETE- TYPE I, 8.5' WIDE	1,401.00		1,401.00	LF		
113.	0521 1	MEDIAN CONCRETE BARRIER WALL	507.00		507.00	LF		
114.	0521 5 1	CONCRETE TRAFFIC RAILING, BRIDGE 32" F - SHAPE	6,249.70		6,249.70	LF		
115.	0521 6 11	CONCRETE PARAPET, PEDESTRIAN/BICYCLE, 27" HEIGHT	3,124.80		3,124.80	LF		
116.	0521 72 5	SHOULDER CONCRETE BARRIER WALL, RIGID-CURB & GUTTER	595.00		595.00	LF		
117.	0522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	5,901.00	4,484.00	10,385.00	SY		
118.	0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	2,849.00		2,849.00	SY		
119.	0524-1-2	CONCRETE DITCH PAVEMENT, NON-REINFORCED, 4"		11.90	11.90	SY		
120.	0527 2	DETECTABLE WARNINGS	495.00	379.00	874.00	SF		
121.	0530 1	RIPRAP, SAND-CEMENT	55.00		55.00	CY		
122.	0530 3 3	RIPRAP- RUBBLE, BANK AND SHORE	1,558.00		1,558.00	TN		
123.	0530-74	BEDDING STONE	1,440.00		1,440.00	TN		
124.	0536 1 0	GUARDRAIL -ROADWAY, GENERAL/LOW SPEED TL-2	366.80		366.80	LF		
125.	0536 85 24	GUARDRAIL END ANCHORAGE ASSEMBLY- PARALLEL	1.00		1.00	EA		
126.	0536 85 26	GUARDRAIL END ANCHORAGE ASSEMBLY- TYPE CRT	1.00		1.00	EA		
127.	0542-70	BUMPER GUARDS, CONCRETE	11.00		11.00	EA		
128.	0550-10-222	FENCING, TYPE B, 5.1-6.0, W/ VINYL COATING	983.00		983.00	LF		
129.	0570 1 1	PERFORMANCE TURF	26,152.00		26,152.00	SY		
130.	0570 1 2	PERFORMANCE TURF, SOD	19,369.00	18,550.00	37,919.00	SY		

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44th Avenue East Extension Project - from 45th Street East to I-75

Based on Completion Time of 900 Calendar Days

PAY ITEM NO.	FDOT ITEM NUMBER	DESCRIPTION	44th Ave. East Braden River Segment QTY.	44th Ave. East- 44th Ave. Plaza East to I-75 QTY	TOTAL PROJECT QTY.	UNITS	BID PRICE PER UNIT (\$)	TOTAL BID PRICE (\$)
131.	0710 11101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	3.34	3.11	6.45	GM		
132.	0710 11124	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR DIAGONAL OR CHEVRON, 18"	97.80		97.80	LF		
133.	0710 11125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LINE OR CROSSWALK, 24"	528.10	183.00	711.10	LF		
134.	0710 11131	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SKIP, 10-30 OR 3-9 SKIP, 6" WIDE	52.79		52.79	GM		
135.	0710 11160	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, MESSAGE OR SYMBOL	2.00		2.00	EA		
136.	0710 11201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	55.40	2.947	58.347	GM		
137.	0710 11224	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID FOR DIAGONAL OR CHEVRON, 18"	680.20		680.20	LF		
SUBTOTAL (ROADWAY & BRIDGE ONLY)								
CONTRACT CONTINGENCY WORK FOR ROADWAY & BRIDGE (USED ONLY WITH COUNTY APPROVAL)							10%	
SIGNING AND PAVEMENT MARKING								
138.	0654 2 21	RECTANGULAR RAPID FLASHING BEACON, F&I- SOLAR POWERED, COMPLETE SIGN ASSEMBLY- SINGLE DIRECTION		2.00	2.00	AS		
139.	0654 2 22	RECTANGULAR RAPID FLASHING BEACON, FURNISH & INSTALL- SOLAR POWERED, COMPLETE ASSEMBLY- BACK TO BACK	2.00	1.00	3.00	AS		
140.	0700 1 11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	58.00	26.00	84.00	AS		
141.	0700 1 12	SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF	6.00	1.00	7.00	AS		
142.	0700 1 13	SINGLE POST SIGN, F&I GROUND MOUNT, 21-30 SF	1.00	5.00	6.00	AS		
143.	0700 1 50	SINGLE POST SIGN, RELOCATE	4.00	1.00	5.00	AS		
144.	0700 1 60	SINGLE POST SIGN, REMOVE	21.00		21.00	AS		
145.	0700-1-74	SINGLE POST SIGN, F&I CUSTOM, 31+ SF		1.00	1.00	AS		
146.	0700 2 12	MULTI- POST SIGN, F&I GROUND MOUNT, 12-20 SF	1.00		1.00	AS		
147.	0700 2 13	MULTI- POST SIGN, F&I GROUND MOUNT, 21-30 SF	1.00		1.00	AS		
148.	0700 2 14	MULTI- POST SIGN, F&I GROUND MOUNT, 31-50 SF	2.00	2.00	4.00	AS		

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**44th Avenue East Extension Project - from 45th Street East to I-75
 Based on Completion Time of 900 Calendar Days**

PAY ITEM NO.	FDOT ITEM NUMBER	DESCRIPTION	44th Ave. East Braden River Segment QTY.	44th Ave. East- 44th Ave. Plaza East to I-75 QTY	TOTAL PROJECT QTY.	UNITS	BID PRICE PER UNIT (\$)	TOTAL BID PRICE (\$)
149.	0700 3601	SIGN PANEL, REMOVE, UP TO 12 SF	3.00	2.00	5.00	EA		
150.	0700 6 60	HIGHLIGHTED SIGN, REMOVE	3.00		3.00	AS		
151.	0705 10 1	OBJECT MARKER, TYPE 1	23.00	17.00	40.00	EA		
152.	0705 10 4	OBJECT MARKER, TYPE 4	6.00	3.00	9.00	EA		
153.	0705-11-1	DELINEATOR, FLEXIBLE TUBULAR, YELLOW - YELLOW		8.00	8.00	EA		
154.	0705 11 3	DELINEATOR, FLEXIBLE HIGH VISABILITY MEDIAN	14.00		14.00	EA		
155.	0706 3	RETRO-REFLECTIVE PAVEMENT MARKERS	1,159.00		1,159.00	EA		
156.	0710 11290	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, ISLAND NOSE	111.00	124.00	235.00	SF		
157.	0710-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE		1.00	1.00	LS		
158.	0711 11123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	1,606.00	1,436.00	3,042.00	LF		
159.	0711 11124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGONALS AND CHEVRONS	500.00		500.00	LF		
160.	0711 11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	395.00	290.00	685.00	LF		
161.	0711 11141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6"	0.616	0.502	1.118	GM		
162.	0711 11160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	2.00		2.00	EA		
163.	0711 11170	THERMOPLASTIC, STANDARD, WHITE, ARROW	74.00	25.00	99.00	EA		
164.	0711 11224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON	474.00	29.00	503.00	LF		
165.	0711 11241	THERMOPLASTIC, STANDARD, YELLOW, 2-4 DOTTED GUIDE LINE /6-10 DOTTED EXTENSION LINE, 6"	0.376	0.186	0.562	GM		
166.	0711 14125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	520.00	526.00	1,046.00	LF		
167.	0711 14160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	35.00	8.00	43.00	EA		
168.	0711 14170	THERMOPLASTIC, PREFORMED, WHITE, ARROWS	35.00	8.00	43.00	EA		
169.	0711 16101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	8.653	3.263	11.916	GM		
170.	0711 16102	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 8"	0.087		0.087	GM		
171.	0711 16131	THERMOPLASTIC, OTHER SURFACES, WHITE, SKIP, 6",10-30 SKIP OR 3-9 LANE DROP	2.687	1.772	4.459	GM		

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172.	0711 16201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	4.168	1.831	5.999	GM		
173.	0711 17	THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS	44.00		44.00	SF		
174.	0713103101	PERMANENT TAPE, WHITE, SOLID, 6" FOR CONCRETE BRIDGES	1.182		1.182	GM		
175.	0713103131	PERMANENT TAPE, WHITE, SKIP/DOTTED, 6" FOR CONCRETE SURFACES	0.591		0.591	GM		
176.	0713103201	PERMANENT TAPE, YELLOW, SOLID, 6" FOR CONCRETE BRIDGES	0.591		0.591	GM		
177.	0713103331	PERMANENT TAPE, BLACK, SKIP/DOTTED, 6" FOR CONCRETE SURFACES	0.591		0.591	GM		
SUBTOTAL (SIGNING & PAVEMENT MARKING ONLY)								
CONTRACT CONTINGENCY WORK FOR SIGNING & PAVEMENT MARKING (USED ONLY WITH COUNTY APPROVAL)							10%	
SIGNALIZATION & LIGHTING								
178.	0630 2 11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	23,394.00	11,611.00	35,005.00	LF		
179.	0630 2 12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	3,697.00	2,544.00	6,241.00	LF		
180.	0630-2-14	CONDUIT, FURNISH & INSTALL, ABOVE GROUND		30.00	30.00	LF		
181.	0632 7 1	SIGNAL CABLE- NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL	2.00	1.00	3.00	PI		
182.	0633 1121	FIBER OPTIC CABLE, F&I, UNDERGROUND,2-12 FIBERS	210.00	220.00	430.00	LF		
183.	633 1 122	FIBER OPTIC CABLE, F&I, UNDERGROUND,13-48 FIBERS		3,994.00	3,994.00	LF		
184.	0633 1123	FIBER OPTIC CABLE, F&I, UNDERGROUND,49-96 FIBERS	10,926.00		10,926.00	LF		
185.	0633 2 31	FIBER OPTIC CONNECTION, INSTALL, SPLICE	56.00	8.00	64.00	EA		
186.	0633 3 11	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE ENCLOSURE	4.00	2.00	6.00	EA		
187.	0633 3 12	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE TRAY	7.00	2.00	9.00	EA		
188.	0633 3 13	FIBER OPTIC CONNECTION HARDWARE, F&I, PRETERMINATED CONNECTOR ASSEMBLY	36.00		36.00	EA		
189.	633 3 15	FIBER OPTIC CONNECTION HARDWARE, F&I, PRETERMINATED PATCH PANEL		2.00	2.00	EA		

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190.	0633 3 16	FIBER OPTIC CONNECTION HARDWARE, F&I, PATCH PANEL- FIELD TERMINATED	3.00		3.00	EA		
191.	0633 3 17	FIBER OPTIC CONNECTION HARDWARE, F&I, CONNECTOR PANEL	3.00		3.00	EA		
192.	0633 3 51	FIBER OPTIC CONNECTION HARDWARE, ADJUST/MODIFY SPLICE ENCLOSURE	1.00		1.00	EA		
193.	0633 3 52	FIBER OPTIC CONNECTION HARDWARE, ADJUST/MODIFY SPLICE TRAY	1.00		1.00	EA		
194.	0633 8 1	MULTI-CONDUCTOR COMMUNICATION CABLE, FURNISH & INSTALL	414.00	460.00	874.00	LF		
195.	0643-620	Wood Strain Poles, Remove	1.00		1.00	EA		
196.	0635 2 11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	172.00	72.00	244.00	EA		
197.	0635 2 12	PULL & SPLICE BOX, F&I, 24" X 36" COVER SIZE	13.00	60.00	73.00	EA		
198.	0635 2 13	PULL & SPLICE BOX, F&I, 30" X 60" RECTANGULAR OR 36" ROUND COVER SIZE	5.00	2.00	7.00	EA		
199.	0639 1122	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR	3.00	1.00	4.00	AS		
200.	0639 2 1	ELECTRICAL SERVICE WIRE	980.00	807.00	1,787.00	LF		
201.	0639 3 11	ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT	5.00	1.00	6.00	EA		
202.	639 4 6	EMERGENCY GENERATOR- PORTABLE, INSTALL HOUSING ONLY		1.00	1.00	EA		
203.	0641 2 12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	4.00	1.00	5.00	EA		
204.	0641 2 13	PRESTRESSED CONCRETE POLE, F&I, TYPE P-III	4.00	1.00	5.00	EA		
205.	0646 1 11	ALUMINUM SIGNALS POLE, PEDESTAL	12.00	6.00	18.00	EA		
206.	649 21 6	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 50		3.00	3.00	EA		
207.	0649 31207	MAST ARM,F&I, WIND SPEED-130,SINGLE ARM,W/0 LUMINAIRE-46	1.00		1.00	EA		
208.	0649 31203	MAST ARM,F&I, WIND SPEED-130,SINGLE ARM,W/0 LUMINAIRE-60	1.00		1.00	EA		
209.	0649 31204	MAST ARM,F&I, WIND SPEED-130,SINGLE ARM,W/0 LUMINAIRE, ARM LENGTH 70.5	1.00		1.00	EA		
210.	0649 31205	MAST ARM,F&I, WIND SPEED-130,SINGLE ARM,W/0 LUMINAIRE, ARM LENGTH 78	1.00		1.00	EA		

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211.	0650 1 14	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY	9.00	6.00	15.00	AS		
212.	0650 1 16	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 4 SECTION, 1 WAY	5.00	2.00	7.00	AS		
213.	0650 1 19	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 5 SECTION CLUSTER, 1 WAY	5.00		5.00	AS		
214.	0650 1 60	TRAFFIC SIGNAL, REMOVE- POLES TO REMAIN	3.00		3.00	AS		
215.	0650 1 70	TRAFFIC SIGNAL, RELOCATE	2.00		2.00	AS		
216.	0653 1 11	COUNTDOWN, 1 WAY	12.00	6.00	18.00	AS		
217.	0660 3 11	VEHICLE DETECTION SYSTEM- MICROWAVE, FURNISH & INSTALL CABINET EQUIPMENT	4.00	2.00	6.00	EA		
218.	0660 3 12	VEHICLE DETECTION SYSTEM- MICROWAVE, FURNISH & INSTALL, ABOVE GROUND EQUIPMENT	7.00	4.00	11.00	EA		
219.	0660 4 11	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL CABINET EQUIPMENT	1.00		1.00	EA		
220.	0660 4 12	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL ABOVE GROUND EQUIPMENT	4.00		4.00	EA		
221.	0660 4 52	VEHICLE DETECTION SYSTEM- VIDEO, ADJUST/MODIFY ABOVE GROUND EQUIPMENT	1.00		1.00	EA		
222.	0660 6121	VEHICLE DETECTION SYSTEM- AVI, BLUETOOTH, FURNISH & INSTALL, CABINET EQUIPMENT	2.00	1.00	3.00	EA		
223.	0660 6122	VEHICLE DETECTION SYSTEM- AVI, BLUETOOTH, FURNISH & INSTALL, ABOVE GROUND EQUIPMENT	2.00	1.00	3.00	EA		
224.	0663 1 111	SIGNAL PRIORITY AND PREEMPTION SYSTEM, F&I, OPTICAL, CABINET ELECTRONICS		1.00	1.00	EA		
225.	0663 1 112	SIGNAL PRIORITY AND PREEMPTION SYSTEM, F&I, OPTICAL, DETECTOR		3.00	3.00	EA		
226.	0665 1 11	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD	12.00	6.00	18.00	EA		
227.	0670 5112	TRAFFIC CONTROLLER ASSEMBLY, F&I, NEMA, 2 PREEMPTION	1.00	1.00	2.00	AS		
228.	0670 5400	TRAFFIC CONTROLLER ASSEMBLY, MODIFY	1.00		1.00	AS		
229.	0676 2122	ITS CABINET, FURNISH & INSTALL, POLE MOUNT WITH SUNSHIELD, 336S, 24" W X 46" H X 22" D	4.00	1.00	5.00	EA		
230.	0682 1113	ITS CCTV CAMERA, F&I, DOME PTZ ENCLOSURE - PRESSURIZED, IP, HIGH DEFINITION	4.00	1.00	5.00	EA		

Bidder Name: _____

Authorized Signature: _____

BID FORM

(Submit in Triplicate)

44th Avenue East Extension Project - from 45th Street East to I-75

Based on Completion Time of 900 Calendar Days

PAY ITEM NO.	FDOT ITEM NUMBER	DESCRIPTION	44th Ave. East Braden River Segment QTY.	44th Ave. East- 44th Ave. Plaza East to I-75 QTY	TOTAL PROJECT QTY.	UNITS	BID PRICE PER UNIT (\$)	TOTAL BID PRICE (\$)
231.	0684 1 1	MANAGED FIELD ETHERNET SWITCH, FURNISH & INSTALL	3.00	2.00	5.00	EA		
232.	0684 2 1	DEVICE SERVER, FURNISH & INSTALL	2.00		2.00	EA		
233.	684 6 11	WIRELESS COMMUNICATION DEVICE, FURNISH & INSTALL ETHERNET ACCESS POINT		1.00	1.00	EA		
234.	684 6 12	WIRELESS COMMUNICATION DEVICE, FURNISH & INSTALL ETHERNET SUBSCRIBER UNIT		1.00	1.00	EA		
235.	685 1 11	UNINTERRUPTIBLE POWER SUPPLY, FURNISH AND INSTALL, LINE INTERACTIVE		1.00	1.00	EA		
236.	0685112	UNINTERRUPTIBLE POWER SOURCE (F&I) ONLINE/DOUBLE CONVERSION	4.00	1.00	5.00	EA		
237.	0685113	UNINTERRUPTIBLE POWER SOURCE (F&I) LINE INTERACTIVE WITH CABINET	1.00		1.00	EA		
238.	0700 3201	SIGN PANEL, FURNISH & INSTALL OVERHEAD MOUNT, UP TO 12 SF	2.00	2.00	4.00	EA		
239.	0700 5 22	INTERNALLY ILLUMINATED SIGN, FURNISH & INSTALL, OVERHEAD MOUNT, 12-18 SF	4.00	3.00	7.00	EA		
240.	0700 5 50	INTERNALLY ILLUMINATED SIGN, RELOCATE	1.00		1.00	EA		
241.	0715 1 12	LIGHTING CONDUCTORS, F&I, INSULATED, NO.8 - 6	90,954.00	34,727.00	125,681.00	LF		
242.	0715 1 13	LIGHTING CONDUCTORS, F&I, INSULATED, NO 4 TO NO 2	987.00	500.00	1,487.00	LF		
243.	0715-4-13	LIGHT POLE COMPLETE, FURNISH & INSTALL STANDARD POLE STANDARD FOUNDATION, 40' MOUNTING HEIGHT		22.00	22.00	EA		
244.	0715 4121	LIGHT POLE COMPLETE, F&I, WIND SPEED 130, POLE HEIGHT 40'	55.00		55.00	EA		
245.	0715-4-23	LIGHT POLE COMPLETE, FURNISH & INSTALL STANDARD POLE SPECIAL FOUNDATION, 40' MOUNTING HEIGHT		31.00	31.00	EA		
246.	0715 5 12	LUMINAIRE & BRACKET ARM, F&I, GALVANIZED STEEL	1.00		1.00	EA		
247.	0715 7 11	LOAD CENTER, F&I, SECONDARY VOLTAGE	2.00	1.00	3.00	EA		
248.	0715-11-111	LUMINAIRE, F&I, ROADWAY, COBRAHEAD		2.00	2.00	EA		
249.	0715500 1	POLE CABLE DISTRIBUTION SYSTEM, CONVENTIONAL	100.00	53.00	153.00	EA		
250.	0715500 3	POLE CABLE DISTRIBUTION SYSTEM, WALL MOUNT	20.00		20.00	EA		

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BID FORM

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44th Avenue East Extension Project - from 45th Street East to I-75

Based on Completion Time of 900 Calendar Days

PAY ITEM NO.	FDOT ITEM NUMBER	DESCRIPTION	44th Ave. East Braden River Segment QTY.	44th Ave. East- 44th Ave. Plaza East to I-75 QTY	TOTAL PROJECT QTY.	UNITS	BID PRICE PER UNIT (\$)	TOTAL BID PRICE (\$)
251.	0715512140	LIGHT POLE COMPLETE- SPECIAL DESIGN, F&I, DOUBLE ARM SHOULDER MOUNT, ALUMINUM, 40'	22.00		22.00	EA		
252.	0715515140	LIGHT POLE COMPLETE- SEPCIAL DESIGN, F&I, SINGLE ARM BRIDGE MOUNT, NON-STD ALUMINUM, 40'	20.00		20.00	EA		
SUBTOTAL (SIGNALIZATION & LIGHTING ONLY)								
CONTRACT CONTINGENCY WORK FOR SIGNALIZATION & LIGHT8ING (USED ONLY WITH COUNTY APPROVAL)							10%	
POTABLE WATER								
GENERAL								
253.	UG1	UG-1 Unsuitable Material Excavation Below Grade	500.00		500.00	CY		
254.	UG2	UG-2 Select Backfill Below Grade	500.00		500.00	CY		
255.	UG3	UG-3 Crushed Stone Pipe Bedding	250.00		250.00	CY		
256.	UG4	UG-4 Permanent Roadway Restoration	500.00		500.00	SY		
257.	UG5	UG-5 Temporary Roadway Restoration	500.00		500.00	SY		
258.	UG6	UG-6 Patch Roadway Impacted by Pipe Restraint Installation	200.00		200.00	SY		
259.	UG7	UG-7 Asphalt Overlay	2,000.00		2,000.00	SY		
260.	UG8	UG-8 Driveway Restoration	100.00		100.00	SY		
261.	UG9	UG-9 Sod Restoration	1,500.00		1,500.00	SY		
262.	UG10	UG-10 Tree Replacement	16.00		16.00	EA		
POTABLE WATER INSTALL								
UW-1 Water Main by Open Cut								
263.		UW-1A 36" DIP PO	1,957.00		1,957.00	LF		
264.		UW-1B 36" DIP RJ	2,838.00		2,838.00	LF		
265.		UW-1C 30" DIP PO	1,000.00		1,000.00	LF		
266.		UW-1D 30" DIP RJ	775.00		775.00	LF		
267.		UW-1E 24" DIP RJ	15.00		15.00	LF		
268.		UW-1F 12" DIP RJ	225.00		225.00	LF		
269.		UW-1G 8" DIP PO	40.00		40.00	LF		
270.		UW-1H 8" DIP RJ	320.00		320.00	LF		
271.		UW-1I 6" DIP RJ	158.00		158.00	LF		

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44th Avenue East Extension Project - from 45th Street East to I-75
Based on Completion Time of 900 Calendar Days

PAY ITEM NO.	FDOT ITEM NUMBER	DESCRIPTION	44th Ave. East Braden River Segment QTY.	44th Ave. East- 44th Ave. Plaza East to I-75 QTY	TOTAL PROJECT QTY.	UNITS	BID PRICE PER UNIT (\$)	TOTAL BID PRICE (\$)
272.		UW-1J 4" DIP RJ	60.00		60.00	LF		
273.		UW-1K 8" PVC Pipe PO	3,477.00		3,477.00	LF		
274.		UW-1L 8" PVC Pipe RJ	552.00		552.00	LF		
275.		UW-1M 6" PVC Pipe RJ	80.00		80.00	LF		
		UW-2 Ductile Iron Water Main Fittings						
276.		UW-2A 36" 90 Degree Bend	3.00		3.00	EA		
277.		UW-2B 36" 45 Degree Bend	25.00		25.00	EA		
278.		UW-2C 36" 22.5 Degree Bend	19.00		19.00	EA		
279.		UW-2D 36" 11.25 Degree Bend	4.00		4.00	EA		
280.		UW-2E 36" x 36" Tee	2.00		2.00	EA		
281.		UW-2F 36" x 30" Tee	1.00		1.00	EA		
282.		UW-2G 36" x 24" Tee	1.00		1.00	EA		
283.		UW-2H 36" x 12" Tee	1.00		1.00	EA		
284.		UW-2I 36" x 8" Tee	2.00		2.00	EA		
285.		UW-2J 36" x 6" Tee	8.00		8.00	EA		
286.		UW-2K 36" Cap	2.00		2.00	EA		
287.		UW-2L 30" 45 Degree Bend	12.00		12.00	EA		
288.		UW-2M 30" 22.5 Degree Bend	2.00		2.00	EA		
289.		UW-2N 30" 11.25 Degree Bend	2.00		2.00	EA		
290.		UW-2O 30" x 8" Reducer	1.00		1.00	EA		
291.		UW-2P 30" x 30" Tee	1.00		1.00	EA		
292.		UW-2Q 30" Cap	2.00		2.00	EA		
293.		UW-2R 24" Cap	1.00		1.00	EA		
294.		UW-2S 12" 45 Degree Bend	4.00		4.00	EA		
295.		UW-2T 12" 11.25 Degree Bend	1.00		1.00	EA		
296.		UW-2U 12" x 6" Tee	1.00		1.00	EA		
297.		UW-2V 12" Cap	1.00		1.00	EA		
298.		UW-2W 10" x 8" Reducer	3.00		3.00	EA		
299.		UW-2X 8" 90 Degree Bend	2.00		2.00	EA		

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BID FORM

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44th Avenue East Extension Project - from 45th Street East to I-75
Based on Completion Time of 900 Calendar Days

PAY ITEM NO.	FDOT ITEM NUMBER	DESCRIPTION	44th Ave. East Braden River Segment QTY.	44th Ave. East- 44th Ave. Plaza East to I-75 QTY	TOTAL PROJECT QTY.	UNITS	BID PRICE PER UNIT (\$)	TOTAL BID PRICE (\$)
300.		UW-2Y 8" 45 Degree Bend	19.00		19.00	EA		
301.		UW-2Z 8" 22.5 Degree Bend	6.00		6.00	EA		
302.		UW-2AA 8" 11.25 Degree Bend	9.00		9.00	EA		
303.		UW-2AB 8" x 6" Reducer	1.00		1.00	EA		
304.		UW-2AC 8" x 8" Tee	5.00		5.00	EA		
305.		UW-2AD 8" x 6" Tee	8.00		8.00	EA		
306.		UW-2AE 8" x 4" Tee	1.00		1.00	EA		
307.		UW-2AF 8" Cap	3.00		3.00	EA		
308.		UW-2AG 6" 90 Degree Bend	5.00		5.00	EA		
309.		UW-2AH 6" 45 Degree Bend	2.00		2.00	EA		
310.		UW-2AI 6" x 2" Reducer	1.00		1.00	EA		
311.		UW-2AJ 6" x 6" Tee	5.00		5.00	EA		
312.		UW-2AK 6" Cap	3.00		3.00	EA		
313.		UW-2AL 4" Cap	1.00		1.00	EA		
314.		UW-2AM 30" x 6" Tee	1.00		1.00	EA		
315.		UW-3 2" PVC Water Main	170.00		170.00	LF		
		UW-4 36" DIP Water Main on New Bridge						
316.		UW-4A 36" DIP/RJ	1,600.00		1,600.00	LF		
317.		UW-4B 36" Expansion Joint	6.00		6.00	EA		
318.		UW-4C Combination Air Valve	1.00		1.00	EA		
319.		UW-4D 36" Pipe Supports	88.00		88.00	EA		
320.		UW-4E Concrete Piles	840.00		840.00	LF		
321.		UW-4F Gravity Thrust Block	125.00		125.00	CY		
322.		UW-4G Pile Cap	31.00		31.00	CY		
323.		UW-4H Concrete Slab	2.00		2.00	CY		
324.		UW-5 10" HDPE by Horizontal Directional Drill (HDD)	220.00		220.00	LF		
325.		UW-6 Temporary 6" Water Main	1.00		1.00	LS		
		UW-7 Butterfly Valve						
326.		UW-7A 36" Butterfly Valve	7.00		7.00	EA		

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44th Avenue East Extension Project - from 45th Street East to I-75

Based on Completion Time of 900 Calendar Days

PAY ITEM NO.	FDOT ITEM NUMBER	DESCRIPTION	44th Ave. East Braden River Segment QTY.	44th Ave. East- 44th Ave. Plaza East to I-75 QTY	TOTAL PROJECT QTY.	UNITS	BID PRICE PER UNIT (\$)	TOTAL BID PRICE (\$)
327.		UW-7B 30" Butterfly Valve	3.00		3.00	EA		
328.		UW-7C 24" Butterfly Valve	1.00		1.00	EA		
		UW-8 Gate Valve						
329.		UW-8A 12" Gate Valve	2.00		2.00	EA		
330.		UW-8B 8" Gate Valve	11.00		11.00	EA		
331.		UW-8C 6" Gate Valve	9.00		9.00	EA		
332.		UW-8D 4" Gate Valve	1.00		1.00	EA		
333.		UW-8E 2" Gate Valve	1.00		1.00	EA		
334.		UW-9 8" Insertion Valve	3.00		3.00	EA		
335.		UW-10 Fire Hydrant Assembly	15.00		15.00	EA		
		UW-11 Air Release Valves						
336.		UW-11A Above Ground Air Release Valve Assembly	6.00		6.00	EA		
337.		UW-11B Manual Air Release Valve Connection	1.00		1.00	EA		
		UW-12 Water Services						
338.		UW-12A Long Side on 36" Water Main	2.00		2.00	EA		
339.		UW-12B Long Side on 36" Water Main w/ Meter Box Assembly	2.00		2.00	EA		
340.		UW-12C Short Side on 36" Water Main w/ Meter Box Assembly	4.00		4.00	EA		
341.		UW-12D Short Side on 30" Water Main	1.00		1.00	EA		
342.		UW-12E Long Side Service	10.00		10.00	EA		
343.		UW-12F Short Side Service	1.00		1.00	EA		
344.		UW-12G Short Side Service w/ Meter Box Assembly	7.00		7.00	EA		
345.		UW-12H New Short Side Service on 36" WM with Meter Box Assembly & Backflow Preventer (King Property, Sta 216+32)	1.00		1.00	EA		
346.		UW-12I New Short Side Service on 4" WM with Meter Box Assembly & Backflow Preventer (King Property, Sta 917+80)	1.00		1.00	EA		
347.		UW-13 Backflow Preventer	4.00		4.00	EA		
348.		UW-14 Reconnect Water Services for King Property- Allowance	1.00		1.00	LS	\$ 20,000.00	\$20,000.00

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44th Avenue East Extension Project - from 45th Street East to I-75

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349.		UW-15 Jack & Bore with Steel Casing	75.00		75.00	LF		
350.		UW-16 Elwood I Pump Station Interconnection	1.00		1.00	LS		
		UW-17 Pipeline Interconnections						
351.		UW-17A 51st Street E 36" Interconnection	1.00		1.00	LS		
352.		UW-17B 51st Street E 30" Interconnection	1.00		1.00	LS		
353.		UW-17C Braden River Church Interconnection	1.00		1.00	LS		
		UW-18 Restrain Existing Pipe Joints						
354.		UW-18A Restrain Existing 36" PCCP Pipe Joints	16.00		16.00	EA		
355.		UW-18B Restrain Existing 30" DIP Pipe Joints	11.00		11.00	EA		
356.		UW-18C Restrain Existing 8" Pipe Joints	18.00		18.00	EA		
357.		UW-18D Restrain Existing 6" Pipe Joints	5.00		5.00	EA		
358.		UW-18E Restrain Existing 4" Pipe Joints	3.00		3.00	EA		
		POTABLE WATER REMOVE						
		UWR-1 Remove and Dispose of Existing Pipe						
359.		UWR-1A 36" PCCP	3,020.00		3,020.00	LF		
360.		UWR-1B 36" DIP	67.00		67.00	LF		
361.		UWR-1C 30" DIP	1,705.00		1,705.00	LF		
362.		UWR-1D 8" PVC	5,410.00		5,410.00	LF		
363.		UWR-1E 6" PVC	305.00		305.00	LF		
364.		UWR-1F 4" PVC	250.00		250.00	LF		
365.		UWR-2 Remove and Dispose of Existing Thrust Block at Sta 507+00	100.00		100.00	TON		
366.		UWR-3 Remove and Dispose of Temporary 6" Water Main	1.00		1.00	LS		
367.		UWR-4 Remove and Dispose of Existing Water Services	31.00		31.00	EA		
368.		UWR-5 Remove and Salvage Existing Fire Hydrant Assembly	6.00		6.00	EA		
SUBTOTAL (POTABLE WATER ONLY)								
CONTRACT CONTINGENCY WORK FOR POTABLE WATER (USED ONLY WITH COUNTY APPROVAL)							10%	
WASTEWATER								
WASTEWATER FORCE MAIN INSTALL								

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**44th Avenue East Extension Project - from 45th Street East to I-75
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PAY ITEM NO.	FDOT ITEM NUMBER	DESCRIPTION	44th Ave. East Braden River Segment QTY.	44th Ave. East- 44th Ave. Plaza East to I-75 QTY	TOTAL PROJECT QTY.	UNITS	BID PRICE PER UNIT (\$)	TOTAL BID PRICE (\$)
		UWW-1 DIP Force Main by Open Cut						
369.		UWW-1A 10" DIP PO	280.00		280.00	LF		
370.		UWW-1B 10" DIP RJ	113.00		113.00	LF		
371.		UWW-1C 8" DIP PO	1,508.00		1,508.00	LF		
372.		UWW-1D 8" DIP RJ	587.00		587.00	LF		
373.		UWW-1E 6" DIP PO	85.00		85.00	LF		
374.		UWW-1F 6" DIP RJ	230.00		230.00	LF		
375.		UWW-1G 4" DIP RJ	233.00		233.00	LF		
376.		UWW-1H 3" DIP RJ	10.00		10.00	LF		
377.		UWW-1I 10" PVC PO	790.00		790.00	LF		
378.		UWW-1J 10" PVC RJ	75.00		75.00	LF		
379.		UWW-1K 8" PVC PO	1,049.00		1,049.00	LF		
380.		UWW-1L 8" PVC RJ	626.00		626.00	LF		
381.		UWW-1M 2" PVC	125.00		125.00	LF		
		UWW-2 Ductile Iron Force Main Fittings						
382.		UWW-2A 10" 45 Degree Bend	5.00		5.00	EA		
383.		UWW-2B 10" x 8" Reducer	1.00		1.00	EA		
384.		UWW-2C 10" x 8" Wye	1.00		1.00	EA		
385.		UWW-2D 10" x 4" Tee	1.00		1.00	EA		
386.		UWW-2E 8" 45 Degree Bend	37.00		37.00	EA		
387.		UWW-2F 8" 22.5 Degree Bend	2.00		2.00	EA		
388.		UWW-2G 8" 11.25 Degree Bend	1.00		1.00	EA		
389.		UWW-2H 8" x 8" Tee	1.00		1.00	EA		
390.		UWW-2I 8" x 6" Tee	1.00		1.00	EA		
391.		UWW-2J 8" Cap	2.00		2.00	EA		
392.		UWW-2K 6" 45 Degree Bend	9.00		9.00	EA		
393.		UWW-2L 6" 22.5 Degree Bend	1.00		1.00	EA		
394.		UWW-2M 6" 11.25 Degree Bend	1.00		1.00	EA		
395.		UWW-2N 6" Cap	2.00		2.00	EA		

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PAY ITEM NO.	FDOT ITEM NUMBER	DESCRIPTION	44th Ave. East Braden River Segment QTY.	44th Ave. East- 44th Ave. Plaza East to I-75 QTY	TOTAL PROJECT QTY.	UNITS	BID PRICE PER UNIT (\$)	TOTAL BID PRICE (\$)
396.		UWW-2O 4" 90 Degree Bend	2.00		2.00	EA		
397.		UWW-2P 4" 45 Degree Bend	8.00		8.00	EA		
398.		UWW-2Q 4" x 3" Reducer	1.00		1.00	EA		
399.		UWW-2R 4" Cap	2.00		2.00	EA		
400.		UWW-2S 3" 90 Degree Bend	2.00		2.00	EA		
		UWW-3 8" DIP Dry Force Main on New Bridge						
401.		UWW-3A 8" DIP/RJ	1,600.00		1,600.00	LF		
402.		UWW-3B 8" Expansion Joint	6.00		6.00	EA		
403.		UWW-3C Combination Air Valve	1.00		1.00	EA		
404.		UWW-3D 8" Pipe Supports	88.00		88.00	EA		
405.		UWW-4 2" HDPE Force Main by HDD	205.00		205.00	LF		
		UWW-5 Gate Valve						
406.		UWW-5A 8" Gate Valve	6.00		6.00	EA		
407.		UWW-5B 6" Gate Valve	1.00		1.00	EA		
408.		UWW-5C 4" Gate Valve	1.00		1.00	EA		
409.		UWW-6 8" Force Main Bypass Assembly	2.00		2.00	EA		
410.		UWW-7 8" Force Main Pigging Port Assembly	2.00		2.00	EA		
411.		UWW-8 8" Force Main Check Valve Assembly	1.00		1.00	EA		
		UWW-9 Air Release Valves						
412.		UWW-9A Above Ground Air Release Valve	2.00		2.00	EA		
413.		UWW-9B Below Grade Air Release Valve	1.00		1.00	EA		
		UWW-10 Tapping Sleeve and Valve						
414.		UWW-10A 20" x 10" Tapping Sleeve and Valve	1.00		1.00	EA		
415.		UWW-10B 20" x 4" Tapping Sleeve and Valve	2.00		2.00	EA		
416.		UWW-11 Cap 8" Force Main at Old Caruso Road	1.00		1.00	LS		
417.		UWW-12 Offset Existing 20" DIP Force Main	2.00		2.00	EA		
418.		UWW-13 Concrete Encasement of Existing 20" DIP Force	8.00		8.00	EA		
419.		UWW-14 Reset Manhole Frame and Cover	1.00		1.00	EA		
420.		UWW-15 Grinder Lift Station at Elwood I PS	1.00		1.00	LS		

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		UWW-16 Restrain Existing Pipe Joints						
421.		UWW-16A Restrain Existing 8" Pipe Joints	2.00		2.00	EA		
422.		UWW-16B Restrain Existing 3" Pipe Joints	1.00		1.00	EA		
		WASTEWATER GRAVITY SEWER INSTALL						
		UWW-17 Connect to Existing Manhole						
423.		UWW-17A 8" Sanitary Connection	1.00		1.00	EA		
424.		UWW-17B 2" Force Main Connection	1.00		1.00	EA		
425.		UWW-18 8" PVC Gravity Sewer Pipe by Open Cut	565.00		565.00	LF		
426.		UWW-19 Sanitary Sewer Manhole & Cover	1.00		1.00	EA		
427.		UWW-20 Apply Spray Liner to Existing Manhole	3.00		3.00	EA		
		WASTEWATER REMOVE						
		UWWR-1 Remove and Dispose of Existing Force Main						
428.		UWWR-1A 8" PVC	1,320.00		1,320.00	LF		
429.		UWWR-1B 6" PVC	140.00		140.00	LF		
430.		UWWR-1C 3" PVC	10.00		10.00	LF		
431.		UWWR-2 Remove and Dispose of Manhole with CV & AR	1.00		1.00	EA		
432.		UWWR-3 Remove and Dispose of Septic System at Elwoo	1.00		1.00	EA		
SUBTOTAL (WASTEWATER ONLY)								
CONTRACT CONTINGENCY WORK FOR WASTEWATER (USED ONLY WITH COUNTY APPROVAL)							10%	
RECLAIMED WATER								
		URW-1 Reclaimed Water Main by Open Cut						
433.		URW-1A 12" DIP RJ	80.00		80.00	LF		
434.		URW-1B 8" DIP RJ	130.00		130.00	LF		
435.		URW-1C 6" DIP RJ	90.00		90.00	LF		
		URW-2 Ductile Iron Reclaimed Water Main Fittings						
436.		URW-2A 12" 45 Degree Bend	3.00		3.00	EA		
437.		URW-2B 12" x 6" Reducer	1.00		1.00	EA		
438.		URW-2C 12" x 12" Tee	1.00		1.00	EA		
439.		URW-2D 12" Cap	1.00		1.00	EA		

Bidder Name: _____

Authorized Signature: _____

BID FORM

(Submit in Triplicate)

44th Avenue East Extension Project - from 45th Street East to I-75
Based on Completion Time of 900 Calendar Days

PAY ITEM NO.	FDOT ITEM NUMBER	DESCRIPTION	44th Ave. East Braden River Segment QTY.	44th Ave. East- 44th Ave. Plaza East to I-75 QTY	TOTAL PROJECT QTY.	UNITS	BID PRICE PER UNIT (\$)	TOTAL BID PRICE (\$)
440.		URW-2E 8" 45 Degree Bend	6.00		6.00	EA		
441.		URW-2F 8" Cap	2.00		2.00	EA		
442.		URW-2G 6" 45 Degree Bend	4.00		4.00	EA		
443.		URW-2H 6" Cap	2.00		2.00	EA		
		URW-3 Gate Valve						
444.		URW-3A 12" Gate Valve	1.00		1.00	EA		
445.		URW-3B 6" Gate Valve	1.00		1.00	EA		
446.		URW-4 Reclaimed Water Fire Hydrant Assembly	5.00		5.00	EA		
		URW-5 Reclaimed Water Services						
447.		URW-5A Single RW Service - Replace Service Line	4.00		4.00	EA		
448.		URW-5B Single RW Service - Replace Service Line & Meter Box	4.00		4.00	EA		
449.		URW-5C Double RW Service - Replace Service Line	4.00		4.00	EA		
450.		URW-5D Double RW Service - Replace Service Line & Meter Box	1.00		1.00	EA		
		RECLAIMED WATER REMOVE						
451.		URWR-1 Remove and Dispose of Existing Reclaimed Water Services	13.00		13.00	EA		
452.		URWR-2 Remove and Salvage Existing Reclaimed water FHA	1.00		1.00	EA		
SUBTOTAL (RECLAIMED WATER ONLY)								
CONTRACT CONTINGENCY WORK FOR RECLAIMED WATER (USED ONLY WITH COUNTY APPROVAL)							10%	
TOTAL BASE BID - Based on Completion Time of <u>900</u> Calendar Days								
CONTRACT CONTINGENCY WORK (USED ONLY WITH COUNTY APPROVAL)							10%	
TOTAL OFFER FOR BID with Contract Contingency - Based on Completion Time of <u>900</u> Calendar Days								

Bidder Name: _____

Authorized Signature: _____

SPECIAL PROVISIONS

FOR

44th AVENUE EAST EXTENSION

COUNTY PROJECT Nos. 6086960 & 6045662

September 2019

PROJECT OWNER:

County of Manatee, Florida
c/o Manatee County Procurement Division
1112 Manatee Avenue West
Bradenton, Florida 34205
(941) 748-4501

PREPARED BY:

AECOM Technical Services, Inc., HDR Engineering, Inc. & Manatee County Public
Works Department

SPECIAL PROVISIONS

SECTION	PAGE
GENERAL	1
CONTRACT PLANS	1
STANDARD SPECIFICATIONS	1
PRIORITY	2
NO SEPARATE PAYMENT FOR SPECIAL PROVISIONS	2
MATERIALS	2
LABORATORY TESTING	2
MEASUREMENT AND PAYMENT	3
RESTORATION	4
COOPERATION WITH OTHERS	4
SITE INVESTIGATION	4
PROJECT SCHEDULE	5
PROJECT IDENTIFICATION SIGNS	5
SOIL EROSION AND SILTATION	8
SHOP DRAWINGS	8
SUBSOIL EXCAVATION	9
DEWATERING, SHEETING AND BRACING	9
EARTHWORK	9
TEMPORARY PAVEMENT	10
FABRIC FORMED CONCRETE REVETMENT MAT	10
MAINTENANCE OF TRAFFIC	14
STORMWATER DRAINAGE PIPES AND STRUCTURES	15
MAINTENANCE OF STORM DRAINAGE SYSTEM	15
POST-CONSTRUCTION STORM PIPE TESTING	15
SIDEWALKS TO REMAIN OPEN	15
DUST CONTROL	15
UNDERGROUND UTILITY LOCATIONS	16
UTILITY COORDINATION	16
UTILITY CONFLICTS	16
DAILY CLEAN-UP REQUIREMENTS	17
MAINTENANCE AND RESTORATION OF JOB SITE	17
NOTICE AND SERVICE THEREOF	18
REQUIREMENTS FOR CONTROL OF THE WORK	18
USE OF PRIVATE PROPERTY	18
CONSTRUCTION PHOTOGRAPHY	19
CONTRACTOR TO EXECUTE NPDES "NOTICE OF INTENT"	21
WORKSITE TRAFFIC SUPERVISOR	21
CONTRACTOR'S SUPERVISION	22
LIST OF EMERGENCY CONTACT NUMBERS & UTILITY SERVICE MAINTENANCE	22

PEDESTRIAN ACCESS 23
THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS 23
RECORD DRAWINGS AND PROJECT CERTIFICATION 23
COMPLIANCE WITH THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
(SWFWMD) STORMWATER MANAGEMENT AND DISCHARGE PERMIT
REQUIREMENTS AND/OR THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
(DEP) DREDGE AND FILL PERMIT REQUIREMENTS 24
CRUSHED CONCRETE BASE 25
CLARIFICATION OF SPECIFIC LINE ITEMS..... 27
CONTRACT CONTINGENCY 28
SHOP DRAWING SUBMITTAL COVER SHEET 29
AGREEMENT REQUIREMENTS 30
INDEMNITY..... 30
INSPECTOR GENERAL 30
E-BUILDER ENTERPRISE™ 30

SPECIAL PROVISIONS

GENERAL

This Section amends, enhances or otherwise revises the Technical Specifications.

CONTRACT PLANS

The Contract Plans will include the following plan sets:

44th Ave E – 45th St E to 44th Ave Plz E – Prepared by AECOM Technical Services, Inc.

1. Roadway Plans
2. Lighting Plans
3. Potable, Sanitary and Reclaimed Water Utility Work Plans
4. Signalization Plans
5. Signing & Pavement Marking Plans
6. Structure Plans for the bridge over the Braden River
7. Elwood 1 Pump Station Site Plans

44th Ave E – 44th Ave Plz E to Lakewood Ranch Blvd – Phase 1 – Prepared by HDR Engineering, Inc.

1. Roadway Plans

STANDARD SPECIFICATIONS

The standard Specifications to be used for this work shall be Division II and III of the Florida Department of Transportation (FDOT) *Standard Specifications for Road and Bridge Construction*, July 2019 Edition and all Supplemental Specifications thereto, hereinafter referred to as the *Standard Specifications*, for roadway construction, except as amended under this Contract, or as noted on the construction plans meeting the Manatee County Highway, Traffic & Stormwater Standards (dated 2015).

The Contractor's work shall follow the Manatee County Public Works Utility Standards and Specifications (dated 2019) for all utility work, Bid Form pay items UG-1 thru UG-11, UW-1 thru UW-18, UWR-1 thru UWR-5, UWW-1 thru UWW-20, UWWR-1 thru UWWR-3, URW-1 thru URW-5 and URWR-1 thru URWR-2.

These specifications cover the usual construction requirements for work specified by the County Public Works Department; however, in the event it is determined that the specific work to be done is of such a nature that the method of construction, type and/or kind of material is not defined by the *Standard Specifications*, such work shall be performed in accordance with the Special Provisions.

The apparent silence of the Specifications as to any detail or the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished shall be regarded as meaning that only the best general practice is to prevail

and that only material and workmanship of the best quality is to be used. Interpretation of these specifications shall be made upon that basis.

PRIORITY

In any instance where there is an apparent conflict between these technical specifications, special provisions and the corresponding terms of the "Standard Specifications", these special provisions followed by these technical specifications shall be controlling.

NO SEPARATE PAYMENT FOR SPECIAL PROVISIONS

No separate payment will be made for the Contractor to execute Special Provisions. All expenses borne by the Contractor shall be included in the individual unit prices for the particular pay item.

MATERIALS

- a. **Delivery Tickets:** It will be necessary to submit a copy of all delivery tickets for materials used on the project, regardless of the basis of payment.
- b. **Job Mix Formula for Asphaltic Concrete:** Attention is directed to the requirement that job mix formulas for asphaltic concrete, of the type specified, be submitted at least 14 days before plant operations begin. The submitted formula should be derived, or approved, by the laboratory approved by the Owner and/or its agents. Costs for such job mix formulation will be paid by the Contractor directly to the assigned laboratory.
- c. **Job Mix Formula for Portland Cement Concrete:** Attention is directed to the requirement that job mix design formulas for all Portland Cement Concrete, of the type specified, be submitted at least 14 days prior to use on the project. The submitted formulas shall be derived or approved by the Owner and/or its agents. All concrete mix designs shall meet FDOT Concrete Class mix guidelines, except as follows: when approved, in writing by the Engineer, an Alternate Class I Concrete mix design formula, for concrete curb and gutter to be placed by automated curb machines, may show, as a substitution for #57 aggregate, an amount of #89 aggregate not to exceed 33 percent, by weight, of the #57 aggregate.

LABORATORY TESTING

Testing for the Work shall be performed at no expense to the Contractor. However, any test that fails or is not performed, as a result of the Contractor's action will, in turn, be back-charged to the Contractor, including the cost of all re-testing due to defective materials or construction. The testing laboratory shall be approved by the County.

The samples and tests used for determining the quality and acceptability of the materials and workmanship, which have been or are to be incorporated in the Work, shall conform to the requirements of the State of Florida Department of Transportation Materials Sampling, Testing and Reporting Guide, latest edition.

Testing shall also be in accordance with the applicable portions of the *FDOT Standard Specifications* and these specifications.

MEASUREMENT AND PAYMENT

- a. All work completed under the terms of this contract shall be measured according to United States Standard Measures.
- b. All measurements shall be taken horizontally or vertically unless specifically provided otherwise.
- c. No payment will be made for construction over a greater area than authorized, nor for material moved from outside of stakes and data shown on the plans, except when such work is performed upon instructions of the Engineer.
- d. The Contractor shall accept compensation provided under the terms of this contract as full payment for furnishing all materials and for performing all work contemplated and embraced under this contract. Such compensation shall also be for any and all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen difficulties or obstructions encountered during the contract period until final acceptance by the Owner.
- e. Whenever any change, or combination of changes, on the plans results in an increase or decrease in the original contract quantities, and the work added or decreased/eliminated is of the same general character as that called for on the plans, the Contractor shall accept payment in full at the original contract unit prices for the actual quantity of work performed, with no allowance for any loss of anticipated profits.
- f. It is the Contractor's responsibility to perform a detailed quantity take-off from the plans to determine actual quantities for ordering and delivery purposes. The Owner will not be responsible for quantities ordered in excess of those installed and constructed. The Contractor should be aware that some of the pay items may have contingency quantities. Payment shall be made only for final in-place quantities.

No payment shall be made for contingency quantities or additional work unless otherwise directed and approved in writing by the Engineer.

- g. Bid Schedule Completion - the blank spaces in the bid schedule shall be filled in correctly where each and every item for which a description is given, as the bidder

must state the unit prices for which he proposes to do each part of the work contemplated, and the total price for all the parts included in any or all of the combinations of the work. In case of a discrepancy, the written words for "unit price", where stated, shall be considered as being the unit price. If the bid schedule does not use the written words for the unit price, then the numerically correct "total price", shall be considered as being the total price.

RESTORATION

Payment for restoration shall be covered under the applicable restoration Pay Items as specified in the proposal. If a specific restoration Pay Item is not listed in the proposal, the cost of such work shall be included in the applicable Pay Item unless otherwise provided under separate restoration section or pay quantity of these Specifications.

COOPERATION WITH OTHERS

The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations, in order that these operations may progress in a reasonable manner and that service rendered by these parties will not be interrupted. The Owner shall not be responsible for costs associated with delays, disruptions and remobilizations attributed to utility agency scheduling.

SITE INVESTIGATION

The Contractor acknowledges that he has satisfied himself as to the nature and location of the work; the general and local conditions, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials; availability of labor, water, electric power, roads; and uncertainties of weather, water stages, tides or similar physical conditions at the site; the conformation and conditions of the ground; the character of equipment and facilities needed preliminary to and during prosecution of the work.

The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered, insofar as this information presented by the drawings and Specifications made a part of this contract.

The Contractor shall carefully review and adhere to conditions and recommendations made in the project geotechnical report.

Any failure by the Contractor to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work.

The Owner assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the Owner. The Owner also assumes no responsibility for any understanding or representations made by its officers

or agents during or prior to the execution of this Contract, unless (1) such understanding or interpretations are made in writing by the Engineer or are expressly stated in the Contract and (2) the Contract expressly provides that the responsibility therefore is assumed by the Owner.

PROJECT SCHEDULE

The Contractor shall submit a preliminary construction schedule with the bid. The preliminary schedule shall show major work items and any phases the Contractor proposes. The schedule will show duration of work items and phases.

The Contractor shall submit a detailed Critical Path Method (CPM) construction schedule within 15 days of the notification of award or its intent for the County to review. The submittal shall meet the following requirements:

- Schedule will be submitted on 11-inch by 17-inch paper.
- The time scale (horizontal) shall be in weeks. The activities shall be listed on the left hand side (vertical).
- Activities shall show most Work activities. The listing from top to bottom shall be in a logical sequence of how the Work will be accomplished. Space shall be provided between activities or within bars to allow for marking of actual progress.

A copy of the CPM schedule, clearly showing progress made, shall be submitted on a monthly basis during the progress of the work at the monthly meeting. Review or acceptance will neither impose on the County responsibility for the progress or scheduling of the Work, nor relieve the Contractor from full responsibility therefore.

The Contractor shall provide a revised CPM schedule if, at any time, the County considers the completion date to be in jeopardy because of “activities behind schedule”. An activity that cannot be completed by its original or latest completion date shall be deemed to be behind schedule. The revised CPM schedule is designed to show how the Contractor intends to accomplish the Work to meet the contractual completion date. The form and method employed by the Contractor shall be the same as for the original CPM schedule. The cost to prepare and revise the schedule is considered incidental to the Work.

PROJECT IDENTIFICATION SIGNS

The Contractor shall be responsible for furnishing, installing and maintaining four (4) County project identification signs and removal of same upon completion of the construction. Project identification sign shall be constructed and maintained at the project site as directed by the Owner. The Contractor shall erect, maintain and relocate the sign as directed for the duration of the Project.

The Contractor shall mount the sign using 4-inch pressure treated lumber or as approved by the Engineer, and other supports as required, at a location mutually agreed by the Engineer and the Contractor.

The identification signs shall not be less than 32 square feet in area. The Contractor shall coordinate with the Owner for the sign verbiage before fabrication. The signs shall be painted with graphic content to include:

- Title of Project
- Name of Owner
- Names and Titles of authorities, as directed by Owner
- Prime Contractor
- Construction Cost

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

The signs shall be a minimum of 8 feet wide and 4 feet high. The signs shall be constructed of high density $\frac{3}{4}$ -inch exterior plywood without waves or buckles, mounted and braced with pressure treated lumber as necessary and maintained in a presentable condition for the duration of the project. Hardware shall be galvanized. The surface of the sign shall be of exterior softwood plywood with medium density overlay.

Painting shall be constructed with materials to resist weathering and fading during the construction period. Experienced professionals shall perform painting. Graphic design and style shall be in accordance with the following:

- The signs will be placed in accordance with Manatee County Development Code, Ordinance 90-01, Section 724, Signs and Section 713, Visibility Triangles.

Payment for installing and maintaining the project identification signs shall be included as part of the lump sum quantity under Pay Item Number 1 (101-1) for Mobilization. The sign will remain the property of the Owner upon completion of the Project unless otherwise directed.



44TH AVENUE EXTENSION

Board of County Commissioners

STEPHEN JONSSON

CHAIRMAN

PRISCILLA TRACE

REGGIE BELLAMY

CAROL WHITMORE

VANESSA BAUGH

MISTY SERVIA

BETSY BENAC

CONSTRUCTION COST
\$ (Enter Amount)

PRIME CONTRACTOR
(Enter Contractor Name)

SOIL EROSION AND SILTATION

The Contractor shall plan and control the Work to minimize all soil erosion and the siltation of drains and canals resulting from such erosion.

At the pre-construction meeting, the Contractor shall present his proposed plan and schedule, which shall specifically indicate the proposed usage of temporary erosion control features. The plan shall include:

- **Synthetic Bales** designed, furnished and installed by the Contractor in accordance with the plans, and FDOT Specifications Section 104.
- **Floating turbidity barriers and staked turbidity barriers** furnished and installed by the Contractor as shown on the plans and/or required by conditions of the permits and as outlined in FDOT Specifications Section 104.

SHOP DRAWINGS

The Contractor shall submit to the Engineer for approval, all working drawings and shop drawings with descriptive specifications and engineering calculations necessary for the successful completion of the Work. The shop drawing shall be submitted in pdf format, along with a submittal log, and the number of the submittals should follow the number on the submittal log. Each shop drawing shall have a cover sheet and reference the submittal log number, following the sample format provided in the contact documents.

The working and shop drawings shall be certified by a Florida licensed Professional Engineer and state that the design is sufficient for the successful completion of the Work. The working drawings and shop drawings shall include, but not be limited to:

- Traffic Control Plan
- Erosion Control Plan
- Shop Drawings as required by FDOT Standard Specifications

The Contractor is responsible for maintaining a Submittal Activity Record (Logbook) on this project. The Contractor shall submit all shop drawings to the Roadway Engineer of Record for processing to the appropriate Area of Practice EOR for review. The Area of Practice EOR will complete the review and return the shop drawing to the Roadway Engineer of Record for logging and processing back to the Contractor and to the County Representative.

The logbook shall be updated each time when any Shop Drawing submittal activity occurs.

The following minimum data shall be entered in the logbook for each submittal:

County Project Number

Submittal Number

Description of Submittal

Number of Sheets in the Submittal

Number of Pages of Calculations, in Reports, in Manuals, etc.

Date Transmitted by Contractor to the Roadway Engineer of Record

Date Transmitted by Roadway EOR to the Area of Practice EOR

Date Roadway EOR Receives Shop Drawing Back From Area of Practice EOR

Date Roadway EOR Sends Shop Drawing Back to Contractor

Disposition as either "A" (Approved), "AN" (Approved as Noted), "R" (Resubmit) or "NA" (Not Approved).

The Logbook is a historical record of the activity devoted to an individual submittal as well as that for the project as a whole. It can serve as a verification of review time, to respond to inquiries of a particular submittal's status and as a record of manpower effort to aid in estimating and allocating future workload.

SUBSOIL EXCAVATION

The contractor shall detect and remove all unsuitable material, such as plastic/organic soil, rock, hard plane, debris and trash, within project limit, following FDOT Standard Plans Index 120-002. Payment for subsoil excavation shall be included in the subsoil excavation pay items.

DEWATERING, SHEETING AND BRACING

The contractor shall determine the need of dewatering, sheeting and bracing to facilitate the construction, conforming to current SWFWMD/FDEP rule and OSHA safety criteria. Payment for dewatering, sheeting and bracing shall be included in the applicable item for earthwork, unless separate pay items are specified.

APPROVAL OF DEWATERING PLAN:

At least 10 days prior to the commencement of any dewatering activity, the Contractor shall obtain the approval from SWFMWD, or FDEP (if water needs to be discharged offsite into the state surface water), and submit the permit with a detailed description of the proposed dewatering system to the Project Manager. The dewatering plan shall include design computations, layout, type, and spacing of dewatering devices, number and size of pumps and other equipment, with a description of the installation and operating procedures.

EARTHWORK

Quantities included on cross-section sheets, if any, represent estimated in-place quantities and do not include shrinkage and expansion factors. The quantities were calculated by the method with average end areas between the station-to-station limits. Payment for Earthwork shall be made based on average end area method calculations. Contractor shall provide supporting survey data (before and after cross-sections) and calculations for payment purposes

The ownership of dirt excavated from the easement area shall be determined by Manatee County engineer.

TEMPORARY PAVEMENT

Temporary pavement shall consist of a minimum of Optional Base Group 4 and one (1) inch of Type SP structural course (Traffic C) over a firm, unyielding, well-compacted subgrade. The Contractor shall immediately repair all potholes that develop within the project limits and shall maintain a supply of cold mix on the project site to expedite these repairs.

The Temporary by-pass road shall provide adequate cover and protection of existing utilities. It is the Contractor's responsibility to coordinate with utility companies to repair any damages to the exiting utilities during the construction at no additional cost to the County.

Payment for the temporary pavement and maintenance of this pavement shall be included under Maintenance of Traffic.

FABRIC FORMED CONCRETE REVETMENT MAT

Description

Furnish all materials, equipment, and labor and perform all operations for placing fabric formed concrete revetment mat (4" nominal thickness) as per manufacturer's specifications, as specified herein, in accordance with the lines, grades and dimensions shown on the Drawings. Provide a "filter point" type of fabric formed concrete revetment mat as provided by Armorform, Texicon, Hydrotex, Fabriform or approved equal. Prior to placing the fabric-formed concrete revetment mat, adjust the existing canal bank by removing all vegetation, cut/fill the canal bank as required, and use select fill material to achieve the proposed canal bank cross slopes. Provide an 18" deep trench at the begin/end limits of the fabric formed concrete revetment mat, parallel to the slope in order to anchor the revetment mat. Provide 1 row of anchors at a maximum 5' spacing for the entire length of revetment mat. Use 1" diameter ASTM A36 threaded anchor rods placed midway along the slope between the point where the water surface (El.+3.0) intercepts the revetment mat and the bottom of retaining wall footing. Place the 1" diameter threaded anchor into a 3" diameter hole prior to grouting. Anchor embedment shall be a minimum of 24" into the soil. Position the woven fabric envelope in a mat configuration over the slope surface and fill with a pumpable sand/cement grout in a way that forms a stable mat of suitable weight, thickness and configuration.

Submittals

Submit for the Engineer's approval - method of installation details for the entire system along with shop and layout drawings. Submit manufacturer's product literature and specifications for installation.

Each panel shall be labeled and numbered in the submitted drawings. Clearly mark on each panel shop drawing the baffle locations and the edges of the panel which are to be sewn or closed and which are unsewn or left open, for joining to adjacent panels. Dimension the fabric forms to include all aprons, overlaps, and anchor, flank or toe trenches and contraction factors. Over dimension the forms, in both length and width, to make allowance for form contraction as they are filled with fine aggregate concrete.

Layout drawings shall show the field assembly of the fabric form panels for the entire project. The drawings shall identify each panel number, its location and sequence of installation, pertinent elevations and coordinates, direction of flow, anticipated water levels, and structures such as retaining walls, storm drain discharge pipes and other existing and future structures that may affect the placement of the fabric formed concrete linings. In addition, show lap joint locations as well as notes regarding special field splicing operations.

Materials

The structural grout (used to fill the fabric envelope) shall consist of a mixture of Portland cement, fine aggregate, and water so proportioned and mixed as to provide a pumpable slurry. Pozzolan and grout fluidifier conforming to these specifications may be used. Submit the proposed mix design for approval with substantiating tests as follows:

- (1) Portland cement conforming to FDOT Standard Specifications Section 921, Type I and Type II.
- (2) Aggregate shall meet the requirements of the FDOT Specifications for concrete aggregate, except as to grading. Aggregate grading is reasonably consistent and well graded from the maximum size which can be conveniently handled with available pumping equipment.
- (3) Water conforms to FDOT Standard Specifications Section 923.
- (4) Pozzolan conforms to FDOT Standard Specifications Section 929 and is used in amounts of 10 to 30% by weight of the cement content.
- (5) Grout fluidifier conforms to FDOT Standard Specifications Section 924 for Water Reducing and Retarding Admixtures. The admixtures may be used to reduce segregation, increase workability and pumpability, and improve strength and water-tightness.
- (6) Air Entraining Admixtures conform to FDOT Standard Specifications Section 924. The air content does not exceed 7% of the volume of the grout.
- (7) Demonstrate the suitability of fabric design by injecting the proposed grout into 6-inch diameter sleeves under a pressure of 10 to 15 psi maintained by means of air pressure or a stand pipe for 10 minutes. Construct the sleeves of the same fabric used in the individual layers of fabric. A 6 by 12 in. test cylinder shall be cut from each specimen and tested in accordance with ASTM C39.

Ensure that the average compressive strength of the test cylinder is at least 20% higher at 7 days than that of companion test cylinders made in accordance with ASTM C 31, and not less than 2,500 psi at 28 days.

Use fabric-forming material consisting of specifically woven, double layer, open selvage fabric jointed in mat configuration. The fabric shall consist of uncoated synthetic yarns (nylon or polyester) with sufficient tensile strength and porosity to withstand the pressure of the grout injection pump without breaking the layers of fabric. Forms shall be woven with a minimum of 50% textured yarns (by weight) to improve adhesion to fine aggregate concrete and to improve filtration.

The fabric (double layer) mass per unit area shall not weigh less than 12 ounces/yard² and shall measure at least 25 mils in thickness. Fabric of equal or greater strength and porosity may be used with the approval of the Engineer. Fabric containing film type polypropylene fiber will not be considered as an acceptable alternate.

Cut individual mill width panels to suitable length and separately join the two layers of fabric, by means of a sewn seam, edge to edge using nylon thread. The tensile strength of stitched joints shall be not less than 90 lbs/in. when tested in accordance with ASTM D4884. All sewn seams and zipper attachments shall be made using a double line of U.S. Federal Standard Type 401 stitch. Label the fabric forms in accordance with ASTM D 4873, Guide for Identifying, Storage and Handling of Geosynthetics Rolls.

Provide hydrostatic uplift relief by installing filter points in the forms, woven in a way that permits passage of water through the filter points spaced at approximately 8 inch centers as indicated on the plans. Use select fill material where fill is required to achieve the proposed canal bank cross slopes, under the fabric envelope.

Anchor rods shall consist of ASTM A36 material or stronger. Anchor rods shall be threaded. Provide matching hex nut and a 6" square plate washer, 3/8" thick, for each anchor rod. Estimated length of anchor rods is 31" which includes 24" embedment into soil.

The Contractor shall submit a manufacturer's certification that the supplied fabric forms meet the criteria of the specifications.

Equipment

Mixing and pumping equipment used in preparation and handling of the grout shall be approved by the Engineer. Remove all oil or other rust inhibitors from the mixing drums, stirring mechanisms, and other portions of the equipment in contact with the grout before the mixers are used. The pumping equipment shall have a variable flow rate to provide enough pressure for pumping without breaking the fabric.

Accurately measure all materials by volume or weight as they are fed into the mixer. The quantity of water shall be such as to produce a grout having a pumpable consistency. Mix

for no less than one minute. If agitated continuously, the grout may be held in the mixer or agitator for a period not exceeding 2.5 hours in temperatures below 70°F, and for a period not exceeding two hours at higher temperatures. If there is a lapse in a pumping operation, recirculate the grout through the pump or through the mixer drum (or agitator) and pump.

Construction Methods

Prior to trenching at the begin/end revetment mat slope protection limits, contractor shall verify/locate all existing utilities. Hand dig trench at locations of potential conflict to prevent damage of utilities during construction of the fabric formed concrete revetment mat.

Prepare 3" diameter anchor holes using acceptable methods. Prevent surrounding soil from reentering the hole prior to grouting and inserting anchor. Grout entire depth of hole prior to placing anchor at proper embedment depth of 24".

Before injecting grout into revetment mat, position the fabric at its design location. Each panel shall be a continuous or monolithic unit for its full width, including the trench portion. Each panel shall consist of a number of mill widths of open selvage construction per manufacturer's requirements; join the double layer fabric together by sewing the two upper layers together and the two bottom layers together, at the edges per manufacturer's requirements. Where adjacent panels cannot be joined in this manner, lap them a minimum of 2 feet or per manufacturer's requirements. Simple butt joint, either sewn or unsewn, will not be allowed. Place the ends and upper limits of the fabric mat in a trench of suitable width as shown on the plans and per manufacturer's requirements. Fabric forms should be tailored in the field to fit around pipes and other appurtenances. Cut opening in fabric form that is slightly smaller than the object and sew the perimeter of the form closed.

Make small cuts in the top layer of the fabric forms to allow for the insertion of the grout hose or grout nozzle. Introduce grout into the space between the top and bottom layers of fabric and inject in a way that excessive pressure on the fabric envelope is avoided. Starting at the lowest elevation and working up the slope, inject the grout in a way that the distance from the point of injection to the end of the panel is not greater than 30 feet. After grouting has been completed and the fine aggregate concrete has set, backfill the void between trench wall and filled fabric.

Holes in the fabric left by the removal of the grout hose or inserts shall be temporarily closed by inserting a piece of burlap or similar material. Remove the burlap when the concrete is no longer fluid and the surface is firm to hand pressure. Limit foot traffic on the freshly pumped fine aggregate concrete lining of the fabric formed concrete revetment mat to a minimum of one hour after pumping in order to reduce indentation.

Acceptance Sampling and Testing

Acceptance tests will be by compressive strength. For each 500 yd² or less of placement, the Engineer will make two concrete cylinders and test at 28 days.

Method of Measurement

The quantity to be paid for under this Section will be paid for at the Contract unit price per square yard. Measurements will include portion of the fabric formed concrete revetment mat in trenches and no allowance will be made for overlaps.

Basis of Payment

The quantity to be paid for as provided above will be at the Contract unit price per square yard for Fabric Formed Concrete Revetment Mat measured as specified above and adjusted as specified herein. The cost of furnishing and installing 1 row of 1" diameter threaded anchors, placed at 5' centers and embedded and grouted 24" deep in 3" diameter holes, shall be included in the unit price for Fabric Formed Concrete Revetment Mat.

The unit price to be paid will be reduced when the average of all acceptable lot strengths of concrete is less than the specified minimum compressive strength. The unit price reduction will be in accordance with the following schedule:

Average strength less than specified strength by:	Percentage reduction in base unit price
100 psi to 199 psi	1
200 psi to 299 psi	3
300 psi to 399 psi	5
400 psi to 499 psi	10
over 500 psi	25

Price and payment includes full compensation for all work, labor, equipment and materials required.

MAINTENANCE OF TRAFFIC

The Contractor shall provide access to local businesses and residents at all times. No road closures will be allowed between the hours of 6AM to 7PM. Temporary by-pass lanes may be constructed at all tie-in locations during the MOT phasing. The payment for temporary by-pass lanes shall be included in Maintenance of Traffic. Business Entrance signs per FDOT Standard Plans Index 102-600 shall be placed at all business entrance points and maintained during all phases of construction. Payment for these items shall be included under the pay item for Maintenance of Traffic.

Temporary pavement marking shall be paid under Maintenance of Traffic. Temporary Striping and Marking during 30 day cure time of the asphalt shall be part of the pay item for Maintenance of Traffic, in accordance with FDOT Standard Specifications Section 102-1.

The Contractor shall prepare a Maintenance of Traffic plan and submit it to the Project Manager for review prior to implementation. It must comply with all FDOT safety criteria, FDOT Standard Plans Index 102-series, FHWA and MUTCD standards, and allow for traffic to operate in daytime or nighttime. The Maintenance of Traffic Plan will require the seal of a Florida licensed Professional Engineer with a current FDOT Advance Work Zone certification if any change is made to the FDOT Standard Plans Index 102-series. No road closures will be allowed without approval from the Project Manager.

STORMWATER DRAINAGE PIPES AND STRUCTURES

All proposed storm structure shall have a wall thickness no less than 6 inch. Metal storm pipe or metal mitered end section shall not be used in the road right of way or carry right of way runoff.

MAINTENANCE OF STORM DRAINAGE SYSTEM

The Contractor shall be responsible at all times to maintain the operation of existing stormwater facilities, or, when existing stormwater facilities are removed, to provide equivalent capacity alternate forms of stormwater removal adequate to prevent upstream flooding in excess of existing conditions. This responsibility shall include the installation of temporary connections, bypass pumping, or other temporary means necessary until the new drainage system is fully operational. Payment for these items shall be included under the applicable pay item for new storm systems.

POST-CONSTRUCTION STORM PIPE TESTING

The Contractor shall inspect and televise all newly constructed storm pipes on the project. Video DVD and report shall be provided for those pipes whose diameters are equal or smaller than 48 in, with Laser profile data included for non-RCP pipes, following FDOT Specifications latest version. The purpose is to assure the pipes are properly constructed and do not leak at the joints. Payment for this item shall be included under the pay item for Mobilization.

SIDEWALKS TO REMAIN OPEN

Existing sidewalks and proposed sidewalks completed during construction shall remain open at all times unless approved otherwise by the Engineer. Temporary sidewalk shall be constructed as shown in the plans or as required to maintain pedestrian movement. Payment for these items shall be included under the lump sum pay item for Maintenance of Traffic.

If the Contractor, in the process of performing his contract operations, breaks any of the existing sidewalk that is to remain in place, replacement of this sidewalk will be at the Contractor's expense.

DUST CONTROL

The Contractor shall control dust resulting from construction operations at all times. The locations and frequencies of applications shall be as directed by the Engineer. Contractor shall provide dust control measures using water sources as needed and maintaining dust control throughout duration of the project. Payment for Dust Control shall be made under Maintenance of Traffic unless separate pay item for Dust Control is specified.

UNDERGROUND UTILITY LOCATIONS

The Contractor shall field verify existing underground utility locations by means of subsurface locating or other approved method. All existing utilities shall remain unless otherwise noted on the plans. The Contractor shall locate all existing utilities to remain at potential conflict locations prior to construction activities and before ordering any proposed structures. The Contractor shall contact and coordinate with "Sunshine State One Call 811" as well as the individual utilities prior to and during construction for utility locations, relocation and assistance while installing in potential conflict areas. All utility coordination and relocations shall be factored into the Contractor's construction schedule at no additional cost to the Owner.

The cost of all labor, materials and incidentals required for the performance of any survey and utility location work shall be included under the pay item for Mobilization. A Florida registered land surveyor shall perform all survey work.

UTILITY COORDINATION

The Contractor shall be responsible for coordination of the work with all affected utility owners. The Contractor must take into consideration the required utility adjustments and relocations in development of his schedule for completing the work including construction of temporary work to allow phased construction of the permanent facilities.

The Contractor shall coordinate and schedule utility relocations and/or adjustments with the utility owners along the project in order to avoid delays. The work includes remobilization if required after utility relocation is complete. The intent is to coordinate utility construction activities so the project construction continues and is not stopped or delayed at any time due to utility work being done. Once Notice to Proceed is issued, the Contractor shall contact the affected utilities to discuss the Contractor's anticipated means and methods so temporary and permanent relocation plans can be implemented as needed to meet OSHA safety requirements.

The Contractor shall hold a utility owners meeting every two weeks / or alternate time schedule agreed to by the Owner at 1022 26th Avenue East. The meeting shall review current and upcoming activities for the project. Written meeting minutes will be prepared by the Contractor and distributed to the meeting participants within 3 calendar days of the meeting.

UTILITY CONFLICTS

It shall be the Contractor's responsibility to avoid conflicts with other utilities. The Owner will not be responsible for additional costs incurred by the Contractor for incorrect installations, relocations and breaks due to service conflicts.

The contractor's equipment shall maintain a minimum clearance distance to the power line (10 feet for voltage up to 50kv, 15 feet for voltage over 50kv to 200kv, 20 feet for voltage over 200kv to 350kv, 25 feet for voltage over 350kv to 500kv, 35 feet for voltage over 500kv to 750kv, 45 feet for voltage over 750kv to 1,000kv.), following new OSHA Rule (29 CFR Part 1926) and FDOT Roadway Design Bulletin 11-03 DCE Memorandum 02-11.

DAILY CLEAN-UP REQUIREMENTS

The Contractor shall clean up the job site at the end of each workday. Clean up will include the elimination of rubble and waste material on public and private property. Driveways shall remain accessible by residents. Each Friday, the Contractor shall prepare the road surface and barricades in an acceptable manner for weekend traffic use.

MAINTENANCE AND RESTORATION OF JOB SITE

The Contractor shall conduct his operations in such a manner as will result in a minimum of inconvenience to occupants of adjacent homes and business establishments and shall provide temporary access as directed or as may be required by the Project Manager. All final restoration must be performed to an equal or better condition than that which existed prior to construction.

Good housekeeping on this project is extremely important and the Contractor will be responsible for keeping the construction site neat and clean, with debris being removed daily as the work progresses or as otherwise directed by the Project Manager. Good housekeeping at the job site shall include: Mowing as necessary to prevent grass and other vegetation within the work area from exceeding 24 inches in height or causing unsafe conditions; Removing all tools and temporary structures, dirt, rubbish, etc.; hauling all excess dirt, rock, etc., from excavations to a dump provided by the Contractor; and all clean up shall be accomplished to the satisfaction of the Project Manager. Dust will be controlled daily as may be required. Immediately after construction completion in an area or part thereof (including restoration), barricades, construction equipment and surplus and discarded materials shall be removed by the Contractor.

In the event that the timely housekeeping and restoration of the job site is not accomplished to the satisfaction of the Project Manager, the Project Manager shall make arrangements to affect the necessary housekeeping and restoration by others. The Contractor shall be charged for these costs through deductions in payment due the contractor. If such action becomes necessary on the part of and in the opinion of the

Project Manager, the Owner shall not be responsible for the inadvertent removal from the work site of materials which the Contractor would not normally have disposed of had he affected the required clean up.

NOTICE AND SERVICE THEREOF

All notices, which shall include demands, instructions, requests, approvals, and claims shall be in writing. Any notice to or demand upon the Contractor shall be sufficiently given if delivered to the office of the Contractor specified in the bid (or to such other office as the Contractor may, from time to time, designate to the Owner in writing), or if deposited in the United States mail in a sealed, postage prepaid envelope, or delivered, with charges prepaid, sent via fax transmission, or to any telegraph company for transmission, in each case addressed to such office.

All notices required to be hand delivered to the Owner, unless otherwise specified in writing to the Contractor, shall be delivered to the Project Manager, and any notice to or demand upon the Owner shall be sufficiently given as delivered to the office of the Project Manager, or if deposited in the United States mail in a sealed, postage prepaid envelope, sent via fax transmission, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to said Project Manager or to such other representative of the Owner or to such other address as the Owner may subsequently specify in writing to the Contractor for such purposes.

Any such notice or demand shall be deemed to have been given or made as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of post or in the case of a fax transmission or telegram at the time of actual receipt, as the case may be.

REQUIREMENTS FOR CONTROL OF THE WORK

Prior to the start of the Work described in this contract, a pre-construction conference may be held by the Project Manager to be attended by the Contractor and representatives of the various utilities and others as required, for the purpose of establishing a schedule of operations which will coordinate the work to be done under this contract with all related work to be done by others within the limits of the project.

All items of work in this contract shall be coordinated so that progress of each related item will be continuous from week to week. The progress of the work will be reviewed by the Project Manager at the end of each week, and if the progress of any item of work during that week is found to be unsatisfactory, the Contractor shall be required to adjust the rate of progress on that item or other items as directed by the Project Manager without additional compensation. The Contractor will continuously control the work until completed.

USE OF PRIVATE PROPERTY

All construction activities required to complete this project in accordance with the Contract Documents shall be confined to public right-of-way, easements of record or temporary construction easements, unless the Contractor makes specific arrangements with private property owners for his use of their property. Written authorization from the granting property owner shall be placed on file with the Project Manager prior to utilization of said private properties. The Owner assumes no responsibility for damage to private property in such instances. The Contractor is responsible for protection of private property abutting all work areas on this project. Adequate equipment storage and material storage shall also be accomplished outside the Owner's right-of-way. Pipe and other materials shall not be strung out along the right-of-way, but will be delivered in quantities adequate for one day's installation. The Owner will coordinate with the Contractor to identify possible storage sites.

CONSTRUCTION PHOTOGRAPHY

General

The Contractor shall employ a competent photographer to take construction record photographs and perform videotaping, including providing all labor, materials, equipment and incidentals necessary to obtain photographs and/or videotapes of all areas specified in the Contract specifications.

The word "Photograph" includes standard photographic methods involving negatives, prints and slides and it also includes digital photographic methods involving computer technology items such as diskettes and CD-ROMs.

Qualifications

A competent camera operator who is fully experienced and qualified with the specified equipment shall do all photography.

For the videotape recording, the audio portion should be done by a person qualified and knowledgeable in the specifics of the Contract, who shall speak with clarity and diction so as to be easily understood.

General

The Contractor shall employ a competent photographer to take construction record digital photos and perform video recording, including providing all labor, materials, equipment and incidentals necessary to obtain photos and/or video recordings of all areas within the project limits or as otherwise specified in the Contract specifications.

The word "Photo" includes standard photographic methods involving digital photography and production of hard copies for photos and saving photos as jpg files on diskettes and CD-ROMs.

Qualifications

A competent camera operator who is fully experienced and qualified with the specified equipment shall do all photography.

For the video recording, the audio portion should be done by a person qualified and knowledgeable in the specifics of the Contract, who shall speak with clarity and diction so as to be easily understood.

Project Photos for Construction Progress

Provide photos of the entire work area during construction for the purpose of records of completed work. Photos should be spaced at approximately 100-foot intervals. Three prints of each standard photograph shall be provided to the County. In addition to the CD_ROM media, one print of each digital photograph shall be provided to the County.

The Contractor shall pay all costs associated with the required photographs and prints. Any parties requiring additional photography or prints will pay the photographer directly.

Each print shall have clearly marked on the back the name of the project, the orientation of view, the date and time of exposure, name and address of photographer and the photographers numbered identification of exposure.

All project photographs shall be a single weight, color image. All finishes shall be smooth surface and glossy, and all prints shall be 8 inches by 10 inches.

All project photos shall be taken from locations to adequately illustrate conditions prior to construction, or conditions of construction and state of progress. The Contractor shall consult with the County Representative at each period of photography for instructions concerning views required.

The Contractor shall deliver photos in conformance with the above requirements to the County Representative. No construction shall begin until pre-construction photo are completed and submitted to the County Representative.

Record Photos

The Contractor shall require that photographer maintain digital copies of photos for a period of two years from date of Substantial Completion of the Project.

Photographer shall agree to furnish additional prints to the County Representative at commercial rates applicable at the time of purchase. Photographer shall also agree to participate as required in any litigation requiring the photographer as expert witness.

Video Recording for Pre-Construction

Video recording shall be used in lieu of photos for pre-construction. It shall be of sufficient quality to fully illustrate details of conditions and construction, including special features

Video recording shall be accomplished along all routes that are scheduled for construction.

The video recording shall, when viewed, depict an image with $\frac{1}{4}$ of the image being the roadway fronting of property and $\frac{3}{4}$ of the image being of the property. The video recording shall be done so as to show the roadway and property in an oblique view (30 degrees).

A complete view, in sufficient detail, of all driveways, with audio description of the exact location shall be provided.

The Engineering plans shall be used as a reference for stationing in the audio portion of the video recording for easy location identifications. If visible, house numbers shall be mentioned on the audio.

Two complete sets of video recording shall be delivered to the Owner for the permanent and exclusive use of the Owner prior to the start of any construction on the project.

All video recording shall contain the name of the project, the date and time of the video recording the name and address of the photographer and any other identifying information required.

Payment for this item shall be included under the pay item for Mobilization.

CONTRACTOR TO EXECUTE NPDES “NOTICE OF INTENT”

Prior to proceeding with construction, the Contractor shall prepare and submit a “Notice of Intent to Use Generic Permit for Stormwater Discharge from Construction Activities that Disturb One or More Acres of Land” to the Florida Department of Environmental Protection (FDEP). The Contractor shall monitor the site at all times and take appropriate action to prevent erosion including the use of BMPs. No pumping of ground or surface water shall be performed without approval from the Water Management District. Following completion of construction, Contractor shall prepare and submit a “Notice of Termination of Generic Permit Coverage” to FDEP. Payment for this item shall be included under the pay item for Mobilization.

WORKSITE TRAFFIC SUPERVISOR

- a. The Contractor shall have a Worksite Traffic Supervisor who will be responsible for initiating, installing and maintaining all traffic control devices as described in Section 102 of the FDOT Standard Specifications and in the Plans. The Worksite Traffic Supervisor shall have at least one year of experience directly related to work site traffic control in a supervisory or responsible capacity and shall be certified by the American Traffic Safety Services Association Worksite Traffic Supervisor Certification Program or an equal approved by FDOT. Approved alternate Worksite Traffic Supervisors may be used when necessary.

- b. The Worksite Traffic Supervisor shall be available on a 24-hour per day basis and shall review the project on a day-to-day basis as well as being involved in all changes to traffic control. The Worksite Traffic Supervisor shall have access to all equipment and materials needed to maintain traffic control and handle traffic related situations. The Worksite Traffic Supervisor shall ensure that routine deficiencies are corrected within a 24-hour period.
- c. The Worksite Traffic Supervisor shall be available on the site within 45 minutes after notification of an emergency situation, prepared to positively respond to repair the work zone traffic control or to provide alternate traffic arrangements.
- d. Failure of the Worksite Traffic Supervisor to comply with the provisions of the Sub-article may be grounds for decertification or removal from the project or both. Failure to maintain a designated Worksite Traffic Supervisor or failure to comply with these provisions will result in temporary suspension of all activities except traffic and erosion control and such other activities deemed to be necessary for project maintenance.
- e. Payment for Worksite Traffic Supervisor shall be included under the pay item for Maintenance of Traffic.

CONTRACTOR'S SUPERVISION

- a. Prosecution of Work: The Contractor shall give the work the constant attention necessary to assure the scheduled progress. He shall cooperate fully with the Project Manager and with other Contractors at work in the vicinity.
- b. Contractor's Superintendent: The Contractor shall at all times have on the work site as his agent, a competent superintendent capable of thoroughly interpreting the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive the instructions from the Project Manager or his authorized representatives. The superintendent shall have full authority to execute the orders or directions of the Project Manager and to supply promptly any materials, tools, equipment, labor and incidentals that may be required. Such superintendence shall be furnished regardless of the amount of work sublet.
- c. The Contractor's superintendent shall speak and understand English, and at least one responsible person who speaks and understands English shall be on the project during all working hours, and wherever work is being done by the contractor.
- d. Supervision for Emergencies: The Contractor shall have a responsible person available at or reasonably near the work site on a 24-hour basis, 7 days a week, in order that he may be contacted for emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that may arise. The Contractor's responsible person for supervision for emergencies shall speak and understand English. The Contractor shall submit, by certified mail, phone numbers and names of personnel designated to be contacted in cases of emergencies along with a description of the project location to the Florida Highway Patrol and all other local law enforcement agencies.

LIST OF EMERGENCY CONTACT NUMBERS & UTILITY SERVICE MAINTENANCE

The Contractor shall obtain and maintain a list of emergency contact phone numbers for all utilities during the course of the project. The Contractor shall maintain utility service during the project except for interruptions authorized by the utility owner. If interruptions are required, the Contractor shall notify the Owner 48 hours in advance.

PEDESTRIAN ACCESS

The Contractor shall provide access and make provisions to maintain school zones during construction. The Contractor is to facilitate pedestrian traffic whether for school or public transportation.

THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS

Do not place thermoplastic traffic stripes and markings on newly constructed final surface courses prior to 30 calendar days after placement of the final surface course. The Engineer may require longer cure periods. Provide temporary pavement markings during the interim period if the road is open to traffic. The price of temporary pavement marking shall be included in the Maintenance of Traffic.

RECORD DRAWINGS AND PROJECT CERTIFICATION

The County will furnish the Contractor copies of the bid plans to be used for the record drawings. A Florida Registered Surveyor shall perform a field survey and any differences between the plan elevations or dimensions shall be marked through and the as-built elevation or dimension legibly entered. All elevations and dimensions that are correct shall have a check mark placed beside it.

The Contractor shall keep a complete set of surveyed "As-built" records. These records shall show all items of Work and existing features of utilities revealed by excavation work. The records shall be kept in a professional manner, in a form that shall be approved by the County prior to the Work. These results shall be available at all times during construction for reference by the Engineer and shall be delivered to the Engineer upon completion of the Work. All completed "As-builts" must be certified by a Florida Licensed Surveyor or Engineer per Chapter 61 G 17-6, Florida Administrative Code, pursuant to Sec. 47207, Florida Statutes. All Record Drawings shall be in accordance with current Manatee County Standards.

The "Record Drawings" shall, at a minimum, include the following:

- A. Roadway centerline profile [100-foot maximum interval].
- B. Roadway cross sections [100-foot maximum interval].
- C. All underground piping with elevations and dimensions, changes to piping locations, horizontal and vertical locations of underground utilities and

appurtenances referenced to permanent surface improvements. Actual installed pipe material, class, etc. Dimensions at these locations shall indicate distance from the centerline of construction.

- D. Elevations on all drainage control structures, verifying all plan dimensions.
- E. Stormwater ponds with cross sections [25-foot maximum interval] (sufficient to calculate volumes).
- F. Flow line elevations on all ditch breaks (vertical and horizontal).
- G. Field changes of dimensions and details.
- H. Details not on original contract drawings.
- I. Equipment and piping relocations.
- J. The locations of all headwalls, pipes and any other structures shall be located by station and offset.
- K. Benchmarks and elevation datum shall be indicated.
- L. Additional elevations or dimensions as required by the Engineer
- M. Additional elevations or dimensions as required by the County Representative

Following completion of construction and prior to final payment, the Contractor shall submit a Certification by the Contractor and Manufacturer including test data that the materials (filter fabric, filter media, etc.) installed meet plan specifications and regulatory requirements.

Upon completion of the work, four (4) sets of draft "Record Drawings" shall be submitted to the Owner for review. Such drawings shall accurately show all approved field changes to the original Construction Drawings, including actual locations, dimensions and elevations and shall be subject to a field review in the presence of the Engineer or his designated representative. The drawings are to be prepared by competent personnel, neatly drafted and certified, signed and sealed by a Florida Registered Surveyor.

The Contractor shall incorporate any comments from the Owner and/or Engineer and shall submit two write-only CD-ROMs, one set of 11-inch by 17-inch mylar record drawings and four sets of 11-inch by 17-inch certified prints with the Surveyor's certification.

All Digital Drawings shall be identical to those submitted as hard copy. The Digital Drawing files shall be AutoCAD format (Release 2010 or later) and shall include all external reference drawings, text fonts, shape files and all other files necessary to make use of the drawings.

In addition, \$150,000 or five percent (whichever is smaller) of the Contract price shall be retained until the County Representative has approved the "Record Drawings". The County Representative will review and approve the "Record Drawings" within 30 days unless additional information is required. No final payment shall be made until such time as the "Record Drawings" have been approved and accepted by SWFWMD for

Maintenance and Operation Phase Transfer. Unless there is a separate pay item for Record Drawings, payment shall be included as part of the lump sum quantity for Mobilization.

COMPLIANCE WITH THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (SWFWMD) STORMWATER MANAGEMENT AND DISCHARGE PERMIT REQUIREMENTS AND/OR THE DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) DREDGE AND FILL PERMIT REQUIREMENTS

Southwest Florida Water Management District Stormwater Management and Discharge permits or exemptions, if any, and/or a Department of Environmental Protection Dredge and Fill permit, if any, required for this project have been obtained by the County. The Contractor shall comply with the stipulations of the Permits or Exemptions as stated herein.

The Contractor shall allow periodic inspection of the work by authorized representatives of the Department of Environmental Protection, the Southwest Florida Water Management District, as well as other duly authorized law enforcement officers of the State.

CRUSHED CONCRETE BASE

Crushed Concrete Base shall follow FDOT Standard Specifications 2019 (July), Section 911. The layer coefficient of 0.18 with Limerock Bearing Ratio (LBR) minimum 150 is allowed to calculate the base thickness.

Only FDOT certified piles are acceptable to this project. The producing process certified by FDOT without the actual pile certified is not considered solid enough for the acceptance of the material. The contract shall send the engineer the deliver tickets with FDOT certified pile number, pile location, project name and manufactory contact information shown.

Additional tests and pile inspections will be required for the quality control and the contractor will be responsible for the cost of the initial ten tests and any re-tests when needed. The material will be rejected by the County if the initial test fails. The rejected material shall be completely removed from the project site.

1) Regarding structural number on Crushed Concrete Base, Manatee County to approve SN 0.18 if following criteria is met and maintained:

- A) Limerock Bearing Ratio value of 150 or greater.
- B) Gradation conforms to FDOT Specifications 2019 (July), Section 911.
- C) Deleterious materials conform to FDOT Specifications 2019 (July), Section 911.

- D) Delivery ticket indicates FDOT approved source, actual lot allocated to a particular project.
- E) Piles or lots to be inspected by Manatee County representative prior to acceptance.

2) Regarding Limerock Bearing Ratio value:

- A) No Limerock Bearing Ratio value less than 150, with no under tolerance.

3) Regarding source approval:

- A) FDOT approved source, allocated lot sufficient to serve project's needs, delivery tickets stating FDOT approved source, project name, FDOT preapproved lot or pile number.

4) Regarding deleterious materials:

- A) Deleterious material content in addition to the FDOT Specifications 2019 (July), Section 911, should state that no construction debris such as Styrofoam insulation, telephone wire, lumber, shingles, aluminum window or door frames etc., or household trash ie: bottles, cans, paper goods etc. is acceptable.

5) Material source inspection:

- A) Prior to acceptance of base product, a representative of Manatee County will visit the Producer's location and obtain a sample of the proposed base for the specified project. In addition to sampling, the pile will be visually inspected for deleterious materials, substantial segregation, or any other undesirable characteristics. The pile shall have a traceable identification by pile number or lot number and an accurate quality assessment.

6) Import and placement of base product:

- A) During import of base product, a county inspector or duly designated representative of the county will be onsite monitoring incoming loads, making visual assessments of the product and checking load tickets for verification of materials.

7) Import and placement of base product:

A) After spreading out, prior to compacting, samples of the base product will be obtained by Manatee County approved testing lab, every 500 LF staggering right, left, center of the roadway for Limerock Bearing Ratio, gradation and deleterious material testing.

8) Rejection of materials:

A) Material not meeting above requirements will subject to rejection and be removed from the project site. Any three (3) concurrent rejections will require immediate shut down of imported material and require review and remedies prior to restart.

9) Compaction of material:

A) In place material shall achieve 98% of AASHTO T-180 compaction.

CLARIFICATION OF SPECIFIC LINE ITEMS

Clarification of the County's expectations of work to be performed as it relates to specific line items and/or Item No. listed on the Bid Form is included in the FDOT Basis of Estimate Manual. Where such item number is not available, the description shows herein will prevail.

Line Item #1, [FDOT 101-1] – Mobilization, shall include full compensation for the required 100 percent (100%) Performance Bond, 100 Percent (100%) Payment Bond, all required insurance for the project and the Contractor's mobilization and demobilization costs as shown in the Bid Form. Mobilization includes but is not limited to: preparation and movement of personnel, equipment, supplies and incidentals such as safety and sanitary supplies/facilities.

Payment for mobilization shall not exceed 10 percent (10%) of the total Contract cost unless the Contractor can prove to the County that the actual mobilization cost exceeds 10 percent (10%).

Partial payments for this Bid Item will be made in accordance with the following schedule:

Percent of Original Contract Amount	Percent Allowable Payment of Mobilization/Demobilization Bid Item Price
5	25
10	35
25	45

50	50
75	75
100	100

Payments for this line item will be subject to the standard retainage provided in the Contract. Payment for the retainage will be made after completion of the work and demobilization.

Line Item #2, [FDOT 102-1] – Maintenance of Traffic, shall include the cost of all maintenance of traffic operations unless a separate pay item is provided.

Line Item #3, [FDOT 102-14] – Traffic Control Officer, shall be used only with County approval prior to the TCO being scheduled.

Line Item #24, [FDOT 0120 6] – Embankment. The Embankment quantity includes 1700 CY that will be required to fill and grade the existing pond on the north side of 44th Avenue East extending from approximately Sta 235+20 to Sta 236+90. The final grade of the pond area is to be consistent with the surrounding area and shall be restored with sod, to be paid for under separate pay item. Work elements to be included in this pay item for this operation include dewatering/pumping the pond utilizing a sump to facilitate this process and backfilling the pond in 12" layers to a 90% Modified Proctor density. Removal of any vegetation in the bottom and sides of the pond are to be paid for separately under the Clearing and Grubbing pay item.

Line Item # 111, [FDOT 520-2] - Type AB Curb & Gutter, shall follow Manatee County's Highway, Traffic & Stormwater Standards 2007.

Line Item # 118, [FDOT 522-1] – Concrete sidewalk and driveways, 4" thick, shall follow Manatee County's Highway, Traffic & Stormwater Standards dated 2007. The payment shall include ramps.

Line Item # 119 [FDOT 522-2] - Concrete sidewalk and driveways, 6" thick, shall follow Manatee County's Highway, Traffic & Stormwater Standards dated 2007. The payment shall include reinforcement and ramps.

Line Item # 197, [FDOT 635-2-11] – Pull & Splice Box, F&I, 17"x30" cover size, shall follow Manatee County Traffic Standard sizing requirements.

CONTRACT CONTINGENCY

The discretionary work (Contingency) pay item shall cover the cost for various contingencies and contract amendments authorized by the Owner. Any amount of extra work and/or alterations to the proposed work charged to the allowance shall be fully documented and

authorized by the Project Manager before the start of the work. No payment shall be made for work completed without written authorization from the Owner or Engineer.

Date: ___/___/____

Submittal No.

SHOP DRAWING SUBMITTAL COVER SHEET

(IFB) # [Insert IFB Number]
Project Name: [Insert Full Project Name]
Project File No.: [Insert Project Number]
Specification Title Number: [Insert Section No.] Specification No.: Part [Insert Part No.], [Insert Item No.] Page(s): [Insert Page No.]
Submittal Description: [Insert Title, Description of Submittal and Use]

SHOP DRAWING REVIEW								
<table border="1" style="width: 100%; border-collapse: collapse;"><thead><tr><th style="text-align: center; padding: 2px;">RESPONSE NOT REQUIRED</th></tr></thead><tbody><tr><td style="padding: 2px;"><input type="checkbox"/> NO EXCEPTIONS TAKEN</td></tr><tr><td style="padding: 2px;"><input type="checkbox"/> NOTE MARKINGS</td></tr></tbody></table>	RESPONSE NOT REQUIRED	<input type="checkbox"/> NO EXCEPTIONS TAKEN	<input type="checkbox"/> NOTE MARKINGS	<table border="1" style="width: 100%; border-collapse: collapse;"><thead><tr><th style="text-align: center; padding: 2px;">RESPONSE REQUIRED</th></tr></thead><tbody><tr><td style="padding: 2px;"><input type="checkbox"/> NOTE MARKINGS, CONFIRM</td></tr><tr><td style="padding: 2px;"><input type="checkbox"/> NOTE MARKINGS, RESUBMIT</td></tr><tr><td style="padding: 2px;"><input type="checkbox"/> REJECTED, RESUBMIT</td></tr></tbody></table>	RESPONSE REQUIRED	<input type="checkbox"/> NOTE MARKINGS, CONFIRM	<input type="checkbox"/> NOTE MARKINGS, RESUBMIT	<input type="checkbox"/> REJECTED, RESUBMIT
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<p>Engineer's review is for general conformance with the design concept and contract documents. Markings or comments shall not be construed as relieving the Contractor from compliance with the project drawings and specifications, nor departure therefrom. The Contractor remains responsible for details and accuracy, for confirming and correlating all quantities and dimensions, for selecting fabrication processes, for techniques of assembly, and for performing his work in a safe manner.</p> <p style="text-align: center;">MANATEE COUNTY PUBLIC WORKS DEPARTMENT</p> <p>By: _____ Date: _____</p>								

Your Company Logo and/or information
[Contractor's Name]
[Contractor's Title]
[Company Name]
[Company Address]
[Office Number]
[Fax Number]
[email address]
[Approval Signature: _____]
[Approval Date: ___/___/____]

AGREEMENT REQUIREMENTS

INDEMNITY

The contractor/consultant shall indemnify, defend, save, and hold harmless the DEPARTMENT and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor/consultant, its officers, agents, or employees.

INSPECTOR GENERAL

The contractor/consultant/vendor agrees to comply with s. 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s. 20.055(5), Florida Statutes.

INSURANCE

The contractor shall name the Florida Department of Transportation (FDOT) as additional insured for Commercial General Liability.

E-BUILDER ENTERPRISE™

e-Builder Enterprise™: PROJECT MANAGEMENT TOOL

The successful bidder shall be required to use the Internet web-based project management tool, e-Builder Enterprise™ (e-Builder), and protocols included in that software during this project; and shall take any training courses required by the Owner, at no additional cost to the Owner. The use of this project management system does not replace or change any contractual responsibilities of the participants.

User registration, electronic and computer equipment, and Internet connections required for e-Builder are the responsibility of the successful Bidder and its subcontractors. The sharing of user accounts is prohibited. Individuals who are granted log-in access to the County e-Builder platform shall be responsible for the proper use of their passwords and access to data as agents of the successful Bidder. For documents requiring original signature such as Contracts, Change Orders, Application and Certification for Payment, and Field Directives, paper documents may be required in addition to submittal via e-Builder.

COUNTY RESPONSIBILITIES

User licenses for e-Builder Enterprise™ will be provided and paid for by the Owner based on assigned roles for the project including Project Manager, Project Fiscal, Project Superintendent, and others as may be required.

U.S. Department of
Homeland Security

United States
Coast Guard



Commander
Seventh Coast Guard District

909 S. E. First Avenue
Miami, FL 33131-3028
Staff Symbol: (dpb)
Phone: (305) 415-6736
Fax: (305) 415-6763
Email: Randall.D.Overton@uscg.mil

16591/FLA
Serial: 2512
September 29, 2014

MR. SIA MOLLANAZAR, P.E.
MANATEE COUNTY PUBLIC WORKS
1022 26TH AVE. E.
BRADENTON, FL 34208

Mr. Mollanazar:

1. This letter is to document an Advance Approval determination for a proposed bridge that would cross the Braden River approximately 4.3 miles south of its confluence with the Manatee River in the vicinity of 44th Avenue in Bradenton, Manatee County, Florida.

2. Based on our determination the Braden River qualifies as an Advance Approval waterway and a formal Coast Guard bridge permit will not be required for the proposed project. Although this project will not require a Coast Guard bridge permit other areas of Coast Guard jurisdiction apply. The following stipulations must be met:

- a. The lowest portion of the superstructure of the bridge across the waterway shall clear the 100-year flood height elevation and should match or exceed the lowest portion of the SR 64 Bridge superstructure located downstream of the proposed bridge location.
- b. Upon completion of design and finalization of the location, this office shall be contacted regarding approval of lights and other signals that may be required under 33 CFR 118. Approval of said lighting or waiver shall be obtained prior to construction.
- c. Upon completion of construction, the bridge owner shall submit "as built" drawings (8 1/2 X 11") showing clearances through the bridge and sufficient data to allow this office to prepare a completion report. Also submit a photo of the completed bridge for our bridge file and database.
- d. This office shall be notified 60 days prior to the actual commencement of construction. The 60 day notification shall be provided to Mr. Michael Lieberum at (305) 415-6744 email Michael.b.lieberum@uscg.mil

3. Coast Guard approval does not relieve the applicant of the responsibility to ensure compliance with any applicable **federal, state, or local laws and regulations** for the proposed project. When the bridge is no longer used for transportation purposes, it must be removed in its entirety and you **must** notify this office that the waterway has been cleared.

4. This exemption will not necessarily apply to future modifications of this bridge or the construction of other bridges along this waterway since waterway usage may change over time. Increased activity along this waterway could remove the bridge from the Advance Approval category. If construction of this bridge is not commenced within 2 years from the date of this letter this advance approval determination is rendered null and void. Please resubmit an updated "Bridge Project Questionnaire" for further consideration.

5. Please contact Mr. Randall Overton at (305) 415-6736, if you have any questions about our approval.

Sincerely,



RANDALL D OVERTON
Federal Permit Agent
Bridge Management Specialist
U. S. Coast Guard



16591/ FLA
April 20, 2016

MR. SIA MOLLANAZAR, P.E.
MANATEE COUNTY PUBLIC WORKS
1022 26TH AVE. E.
BRADENTON, FL 34208

Mr. Mollanazar:

1. This letter is to document a time extension of an Advance Approval determination for a proposed bridge that would cross the Braden River approximately 4.3 miles south of its confluence with the Manatee River in the vicinity of 44th Avenue in Bradenton, Manatee County, Florida. The Coast Guard documented the Braden River as an Advance Approved waterway on September 29, 2014, for a period of 2 years. This letter extends the Coast Guard advance approval determination for the Braden River for an additional 2 years.

2. Based on our determination the Braden River qualifies as an Advance Approval waterway and a formal Coast Guard bridge permit will not be required for the proposed project. Although this project will not require a Coast Guard bridge permit other areas of Coast Guard jurisdiction apply. The following stipulations must be met:

- a. The lowest portion of the superstructure of the bridge across the waterway shall clear the 100-year flood height elevation and should match or exceed the lowest portion of the SR 64 Bridge superstructure located downstream of the proposed bridge location.
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- d. This office shall be notified 60 days prior to the actual commencement of construction. The 60 day notification shall be provided to Mr. Michael Lieberum at (305) 415-6744 email Michael.b.lieberum@uscg.mil

3. Coast Guard approval does not relieve the applicant of the responsibility to ensure compliance with any applicable **federal, state, or local laws and regulations** for the proposed project. When the bridge is no longer used for transportation purposes, it must be removed in its entirety and you **must** notify this office that the waterway has been cleared.

4. This exemption will not necessarily apply to future modifications of this bridge or the construction of other bridges along this waterway since waterway usage may change over time. Increased activity along this waterway could remove the bridge from the Advance Approval category. If construction of this bridge is not commenced within 2 years from the date of this letter this advance approval determination is rendered null and void. Please resubmit an updated "Bridge Project Questionnaire" for further consideration.

5. Please contact Mr. Randall Overton at (305) 415-6736, if you have any questions about our approval.

Sincerely,

A handwritten signature in blue ink, appearing to read "Randall Overton", written over a horizontal line.

RANDALL D OVERTON
Federal Permit Agent
Bridge Management Specialist
U. S. Coast Guard



16591/ FLA
August 27, 2018

MR. SIA MOLLANAZAR, P.E.
MANATEE COUNTY PUBLIC WORKS
1022 26TH AVE. E.
BRADENTON, FL 34208

Mr. Mollanazar:

1. This letter is to document a time extension of an Advance Approval determination for a proposed bridge that would cross the Braden River approximately 4.3 miles south of its confluence with the Manatee River in the vicinity of 44th Avenue in Bradenton, Manatee County, Florida. The Coast Guard documented the Braden River as an Advance Approved waterway on September 29, 2014, for a period of 2 years. The Coast Guard granted a 2-year extension for the Advance Approval determination in a letter dated April 20, 2016. This letter further extends the Coast Guard advance approval determination for the Braden River for an additional 2 years.

2. Based on our determination the Braden River qualifies as an Advance Approval waterway and a formal Coast Guard bridge permit will not be required for the proposed project. Although this project will not require a Coast Guard bridge permit other areas of Coast Guard jurisdiction apply. The following stipulations must be met:

- a. The lowest portion of the superstructure of the bridge across the waterway shall clear the 100-year flood height elevation and should match or exceed the lowest portion of the SR 64 Bridge superstructure located downstream of the proposed bridge location.
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- d. This office shall be notified 60 days prior to the actual commencement of construction. The 60-day notification shall be provided to Ms. Jennifer Zercher at (305) 415-6740 email jennifer.n.zercher@uscg.mil.

3. Coast Guard approval does not relieve the applicant of the responsibility to ensure compliance with any applicable **federal, state, or local laws and regulations** for the proposed project. When the bridge is no longer used for transportation purposes, it must be removed in its entirety

and you **must** notify this office that the waterway has been cleared.

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5. Please contact Mr. Randall Overton at (305) 415-6736, if you have any questions about our approval.

Sincerely,

A handwritten signature in blue ink, appearing to read "Randall Overton", with a long horizontal flourish extending to the right.

RANDALL D OVERTON
Federal Permit Agent
Bridge Management Specialist
U. S. Coast Guard



Southwest Florida Water Management District

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

An Equal
Opportunity
Employer

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

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

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

January 31, 2018

Manatee County
Attn: Sia Mollanazar, P.E.
1022 26th Ave. E.
Bradenton, FL 34208

Subject: **Consolidated Notice of Intended Agency Action - Approval
ERP Individual Construction and State-Owned Submerged Lands
Public Easement**

B.O.T. File No: N/A
SOV Record No: 40221.0
Project Name: 44th Ave E (45th St Ave Plaza E)
App ID/Permit No: 735954 / 43035341.009
County: Manatee
Sec/Twp/Rge: S10/T35S/R18E, S03/T35S/R18E, S04/T35S/R18E,
S09/T35S/R18E, S02/T35S/R18E

Dear Permittee(s):

The Southwest Florida Water Management District (District) has completed its review of the application for Environmental Resource Permit. Based upon a review of the information you have submitted, the District hereby gives notice of its intended approval of the application.

The File of Record associated with this application can be viewed at <http://www18.swfwmd.state.fl.us/erp/erp/search/ERPSearch.aspx> and is also available for inspection Monday through Friday, except for District holidays, from 8:00 a.m. through 5:00 p.m. at the District's Tampa Service Office, 7601 U.S. Highway 301 North, Tampa, Florida 33637.

If you have any questions or concerns regarding the application or any other information, please contact the Environmental Resource Permit Bureau in the Tampa Service Office.

Sincerely,

Michelle K. Hopkins, P.E.
Bureau Chief
Environmental Resource Permit Bureau
Regulation Division

cc: U. S. Army Corps of Engineers
Tia Norman
Michael Holt, P.E., AECOM



Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899
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Tampa, Florida 33637-6759
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January 31, 2018

Manatee County
Attn: Sia Mollanazar, P.E.
1022 26th Ave. E.
Bradenton, FL 34208

Subject: **Consolidated Notice of Agency Action - Approval
ERP Individual Construction and State-Owned Submerged Lands
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B.O.T. File No: N/A
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Sec/Twp/Rge: S10/T35S/R18E, S03/T35S/R18E, S04/T35S/R18E,
S09/T35S/R18E, S02/T35S/R18E

Dear Permittee(s):

The Southwest Florida Water Management District (District) is in receipt of your application for the Environmental Resource Permit. Based upon a review of the information you submitted, the application is approved.

Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's agency action on the permit application described in this letter.

The District has requested that the Department of Environmental Protection's Recurring Revenue Section of the Bureau of Public Land Administration prepare the Standard Lease instrument. A permit condition prohibits construction on the sovereign submerged lands until this instrument has been fully executed.

If approved construction plans are part of the permit, construction must be in accordance with these plans. These drawings are available for viewing or downloading through the District's Application and Permit Search Tools located at www.WaterMatters.org/permits.

The District's action in this matter only becomes closed to future legal challenges from members of the public if such persons have been properly notified of the District's action and no person objects to the District's action within the prescribed period of time following the notification. The District does not publish notices of agency action. If you wish to limit the time within which a person who does not receive actual written notice from the District may request an administrative hearing regarding this action, you are strongly encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Publishing notice of agency action will close the window for filing a petition for hearing. Legal requirements and instructions for publishing notices of agency action, as well as a noticing form that can be used, are available from the District's website at www.WaterMatters.org/permits/noticing. If you publish notice of agency action, a copy of the affidavit of publication provided by the newspaper should be sent to the District's Tampa Service Office for retention in this permit's File of Record.

If you have any questions or concerns regarding your permit or any other information, please contact the Environmental Resource Permit Bureau in the Tampa Service Office.

Sincerely,

Michelle K. Hopkins, P.E.
Bureau Chief
Environmental Resource Permit Bureau
Regulation Division

Enclosures: Approved Permit w/Conditions Attached
 [As-Built Certification and Request for Conversion to Operation Phase](#)
 Notice of Authorization to Commence Construction
 Notice of Rights

cc: U. S. Army Corps of Engineers
 Tia Norman
 Michael Holt, P.E., AECOM

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
CONSOLIDATED ENVIRONMENTAL RESOURCE PERMIT (ERP) AND
STATE-OWNED SUBMERGED LAND AUTHORIZATION (SL)
INDIVIDUAL CONSTRUCTION
PERMIT NO. 43035341.009
AND
STATE-OWNED SUBMERGED LANDS PUBLIC EASEMENT**

EXPIRATION DATE: January 31, 2023
SL EXPIRATION DATE:

PERMIT ISSUE DATE: January 31, 2018

This permit is issued under the provisions of Chapter 373, Florida Statutes, (F.S.), and the Rules contained in Chapter 62-330, Florida Administrative Code, (F.A.C.). The permit authorizes the Permittee to proceed with the construction of a surface water management system in accordance with the information outlined herein and shown by the application, approved drawings, plans, specifications, and other documents, attached hereto and kept on file at the Southwest Florida Water Management District (District). Unless otherwise stated by permit specific condition, permit issuance constitutes certification of compliance with state water quality standards under Section 401 of the Clean Water Act, 33 U.S.C. 1341. All construction, operation and maintenance of the surface water management system authorized by this permit shall occur in compliance with Florida Statutes and Administrative Code and the conditions of this permit.

Authorization is granted to use state-owned submerged lands as outlined herein and shown by the application, approved drawings, plans, and other documents attached hereto and kept on file at the District under the provisions of Chapters 253 and 258, F.S., and Chapters 18-20 and 18-21, F.A.C., as well as the policies of the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees). This approval does not disclaim any title interests that the Board of Trustees may have in the project site. Any subsequent authorizations by the Board of Trustees or its designated agents may contain conditions necessary to satisfy the fiduciary responsibilities of the Board of Trustees as well as other applicable statutory or rule requirements implemented by the Department of Environmental Protection's Division of State Lands or other governmental agencies authorized by Florida Statutes.

PROJECT NAME: 44th Ave E (45th St Ave Plaza E)

GRANTED TO: Manatee County
Attn: Sia Mollanazar, P.E.
1022 26th Ave. E.
Bradenton, FL 34208

OTHER PERMITTEES: N/A

ABSTRACT: This permit authorizes the construction of a stormwater management system serving the proposed extension and widening of 44th Avenue East (from 45th Street East to 44th Avenue Plaza East) in Manatee County, Florida. The improvements include a new bridge across the Braden River and realignment of Caruso Road. Water quality treatment will be provided by three (3) proposed wet detention ponds. Information regarding the stormwater management system, 100-year floodplain, wetlands and/or surface waters is stated below and on the permitted construction drawings for the project.

OP. & MAIN. ENTITY: Manatee County

OTHER OP. & MAIN. ENTITY: N/A

COUNTY: Manatee

WATERBODY NAME: BRADEN RIVER

AQUATIC PRESERVE: Non Applicable

SEC/TWP/RGE: S10/T35S/R18E, S03/T35S/R18E, S04/T35S/R18E, S09/T35S/R18E,
S02/T35S/R18E

**TOTAL ACRES OWNED
OR UNDER CONTROL:** 52.52
PROJECT SIZE: 52.52 Acres
LAND USE: Road Projects
DATE APPLICATION FILED: October 14, 2016
AMENDED DATE: N/A

I. Water Quantity/Quality

POND No.	Area Acres @ Top of Bank	Treatment Type
1	1.06	MAN-MADE WET DETENTION
2	0.88	MAN-MADE WET DETENTION
3	5.67	MAN-MADE WET DETENTION
	Total: 7.61	

Water Quality/Quantity Comments:

The project consists of the extension/widening of 44th Avenue East (from 45th Street East to 44th Avenue Plaza East) including a new bridge across the Braden River and realignment of Caruso Road. Water quality treatment for the project will be provided by proposed wet detention Ponds 1, 2 and 3. Attenuation is not required due to discharge to tidally influenced waters.

This ERP 43035341.009 also modifies ERP 43035341.001 entitled 'Manatee County - 44th Avenue East from 30th Street East to 45th Street East'. Wet detention Pond B-1 previously permitted under ERP 43035341.001 is replaced by proposed wet detention Pond 1.

The project is located within the watershed of a waterbody (WBID 1901/Williams Creek) that is verified as impaired for dissolved oxygen. The surface water management system design implements mitigation measures that will cause net improvement of the water quality in the receiving waters for those parameters which do not meet standards.

Elevations referenced on the construction plans are based on the 1988 North American Geodetic Vertical Datum (NAVD).

A mixing zone is not required.

A variance is not required.

II. 100-Year Floodplain

Encroachment (Acre-Feet of fill)	Compensation (Acre-Feet of excavation)	Compensation Type	Encroachment Result* (feet)
5.92	0.00	Storage Modeling	N/A

Floodplain Comments:

Site specific drainage modeling was used to demonstrate no adverse flooding impacts. A no-rise certification report was also provided for the proposed bridge over the Braden River.

*Depth of change in flood stage (level) over existing receiving water stage resulting from floodplain encroachment caused by a project that claims Minimal Impact type of compensation.

III. Environmental Considerations

Wetland/Other Surface Water Information

Wetland/Other Surface Water Name	Total Acres	Not Impacted Acres	Permanent Impacts		Temporary Impacts	
			Acres	Functional Loss*	Acres	Functional Loss*
Wetland A-1	1.17	0.11	0.89	0.11	0.17	0.00
Wetland A-2	1.08	0.12	0.81	0.10	0.15	0.00
Wetland B	0.04	0.00	0.04	0.01	0.00	0.00
Ditch 1	0.16	0.00	0.16	0.00	0.00	0.00
River 1	2.68	0.40	1.73	0.00	0.55	0.00
Ditch 2	0.93	0.00	0.93	0.00	0.00	0.00
Ditch 3	0.04	0.00	0.04	0.00	0.00	0.00
Ditch 4	0.03	0.00	0.03	0.00	0.00	0.00
Ditch 5	0.47	0.00	0.47	0.00	0.00	0.00
Pond A	0.09	0.00	0.09	0.00	0.00	0.00
Total:	6.69	0.63	5.19	0.22	0.87	0.00

* For impacts that do not require mitigation, their functional loss is not included.

Wetland/Other Surface Water Comments:

There are 2.25 acres of saltwater marsh (FLUCCS 642), 0.04 acre of wetland scrub (FLUCCS 631), 2.68 acres of streams and waterways (Braden River, FLUCCS 510), 1.63 acres of upland dug ditches (FLUCCS 510), and 0.09 acre of upland dug ponds (FLUCCS 534) located within the project area for this permit. There are 1.14 acres of permanent shading impacts, 0.32 acre of temporary shading impacts, 0.06 acre of permanent filling impacts, and 0.50 acre of secondary impacts to saltwater marsh (Wetlands A-1 and A-2), 0.04 acre of permanent filling impacts to wetland scrub (Wetland B), 0.55 acre of temporary shading impacts, 1.71 acres of permanent shading impacts, and 0.02 acre of permanent filling impacts to streams and waterways (Braden River), 1.63 acres of permanent filling impacts to other surface water ditches (Ditches 1-5), and 0.09 acre of permanent filling impacts to other surface water ponds (Pond A) associated with the construction activities authorized in this permit.

Mitigation Information

Name	Creation		Enhancement		Preservation		Restoration		Enhancement +Preservation		Other	
	Acres	Functional Gain	Acres	Functional Gain	Acres	Functional Gain	Acres	Functional Gain	Acres	Functional Gain	Acres	Functional Gain
Tampa Bay Mitigation Bank	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.21
Tampa Bay Mitigation Bank	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.01
Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.22

Mitigation Comments:

Wetland mitigation for the 1.14 acres of permanent shading impacts, 0.06 acre of permanent filling impacts, and 0.50 acre of secondary impacts to saltwater marsh (Wetlands A-1 and A-2) and 0.04 acre of permanent filling impacts to wetland scrub (Wetland B), will be provided by the purchase of 0.21 saltwater herbaceous and 0.01 freshwater herbaceous credits from the Tampa Bay Mitigation Bank, ERP No. 43020546.010. The result of the UMAM analysis determined that the mitigation provided by the permit adequately offsets the projects proposed impacts to functional wetland habitat.

Wetland mitigation is not required for the 0.32 acre of temporary shading impacts to saltwater marsh (Wetlands A-1 and A-2), 0.09 acre of permanent filling impacts to other surface water ponds (Pond A), and the 0.55 acre of temporary shading impacts, 1.71 acres of permanent shading impacts, and 0.02 acre of permanent filling impacts to streams and waterways (Braden River) pursuant to Subsection 10.2.2 of the A.H.V.I. Under this subsection, wetland mitigation is not required for impacts that have been determined to be de minimis to fish, wildlife, and listed species.

Wetland mitigation is not required for the 1.63 acres of permanent filling impacts to other surface water ditches (Ditches 1-5) pursuant to Subsection 10.2.2.2 of the Environmental Resource Applicant's Handbook Volume 1 (A.H.V.I). Under this Subsection, wetland mitigation is not required for impacts to upland dug ditches that do not provide significant habitat for threatened or endangered species and were not constructed to divert natural stream flow.

IV. State-Owned Submerged Lands

Activity	Preempted Area (Square Feet)	Dredged (Cubic Yards)	Shoreline Length (Linear Feet)
Public Easement	165837	0	425
Totals:	165837	0	425

Total Slips: 0

Comments: The proposed bridge will require a Sovereign Submerged Land Public Easement pursuant to Chapter 18-21.005(1)(e)(2), F.A.C. The right of way for the bridge encompasses 165,837 square feet of sovereign submerged land, which is located on the Braden River, a Class III Florida Waterbody.

Specific Conditions

1. If the ownership of the project area covered by the subject permit is divided, with someone other than the Permittee becoming the owner of part of the project area, this permit may be terminated, unless the terms of the permit are modified by the District or the permit is transferred pursuant to Rule 40D-1.6105, F.A.C. In such situations, each land owner shall obtain a permit (which may be a modification of this permit) for the land owned by that person. This condition shall not apply to the division and sale of lots or units in residential subdivisions or condominiums.
2. The Permittee shall retain the design professional registered or licensed in Florida, to conduct on-site observations of construction and assist with the as-built certification requirements of this project. The Permittee shall inform the District in writing of the name, address and phone number of the design professional so employed. This information shall be submitted prior to construction.
3. The following boundaries, as shown on the approved construction drawings, shall be clearly delineated on the site prior to initial clearing or grading activities:
 - a. wetland and surface water areas
 - b. limits of approved wetland and surface water impacts

The delineation shall endure throughout the construction period and be readily discernible to construction and District personnel.

4. All construction is prohibited within the permitted project area until the Permittee acquires legal ownership or legal control of the project area as delineated in the permitted construction drawings.
5. The removal of littoral shelf vegetation (including cattails) from wet detention ponds is prohibited unless otherwise approved by the District. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Any questions regarding authorized activities within the wet detention ponds shall be addressed to the District's Engineering Manager at the Tampa Service Office.
6. The Permittee shall comply with the following conditions intended to protect manatees from direct project effects:
 - a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. 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, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
 - b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a 4-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.

c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.

d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.

e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida and to FWC at ImperiledSpecies@myFWC.com.

f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs shall be removed by the Permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 1/2 by 11 " explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to the email address listed above.

7. This Permit No. 430354341.009, amends the previously issued Permit No. 43035341.001, and adds conditions. All other original permit conditions remain in effect. in effect.
8. Certification of compliance with state water quality standards under Section 401 of the Clean Water Act, 33 U.S.C. 1341 is waived.
9. If limestone bedrock is encountered during construction of the stormwater management system, the District must be notified and construction in the affected area shall cease.
10. The Permittee shall notify the District of any sinkhole development in the stormwater management system within 48 hours of discovery and must submit a detailed sinkhole evaluation and repair plan for approval by the District within 30 days of discovery.
11. The Permitted Plan Set for this project includes the set received by the District on January 11, 2018; Sheets B-7 through B-12 received on January 11, 2018; and Sheets 1 through 28 received on February 7, 2017.
12. The operation and maintenance entity shall provide for the inspection of the permitted project after conversion of the permit to the operation and maintenance phase. For systems utilizing wet detention the inspections shall be performed five (5) years after operation is authorized and every five (5) years thereafter.

The operation and maintenance entity must maintain a record of each inspection, including the date of inspection, the name and contact information of the inspector, whether the system was functioning as designed and permitted, and make such record available upon request of the District.

Within 30 days of any failure of a stormwater management system or deviation from the permit, an inspection report shall be submitted using Form 62-330.311(1), "Operation and Maintenance Inspection Certification" describing the remedial actions taken to resolve the failure or deviation.

13. District staff must be notified in advance of any proposed construction dewatering. If the dewatering activity is likely to result in offsite discharge or sediment transport into wetlands or surface waters, a written dewatering plan must either have been submitted and approved with the permit application or submitted to the District as a permit prior to the dewatering event as a permit modification. A water use permit may be required prior to any use exceeding the thresholds in Chapter 40D-2, F.A.C.
14. Off-site discharges during construction and development shall be made only through the facilities authorized by this permit. Water discharged from the project shall be through structures having a mechanism suitable for regulating upstream stages. Stages may be subject to operating schedules satisfactory to the District.
15. The permittee shall complete construction of all aspects of the stormwater management system, including wetland compensation (grading, mulching, planting), water quality treatment features, and discharge control facilities prior to beneficial occupancy or use of the development being served by this system.
16. All stormwater management systems shall be operated to conserve water in order to maintain environmental quality and resource protection; to increase the efficiency of transport, application and use; to decrease waste; to minimize unnatural runoff from the property and to minimize dewatering of offsite property.
17. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the occupation of the site or operation of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of that phase or portion of the system to a local government or other responsible entity.
18. This permit is valid only for the specific processes, operations and designs indicated on the approved drawings or exhibits submitted in support of the permit application. Any substantial deviation from the approved drawings, exhibits, specifications or permit conditions, including construction within the total land area but outside the approved project area(s), may constitute grounds for revocation or enforcement action by the District, unless a modification has been applied for and approved. Examples of substantial deviations include excavation of ponds, ditches or sump areas deeper than shown on the approved plans.
19. The Permittee shall not begin construction within the project area until the Tampa Bay Mitigation Bank has received a permit modification authorizing the withdrawal of 0.21 saltwater herbaceous credits and 0.01 freshwater herbaceous credits from mitigation bank permit number 43020546.010, and a copy of this modification is provided to the District, or this permit has been modified to provide an equivalent level of mitigation to be completed by the Permittee. Initiation of construction prior to issuance of the required permit modification shall be a violation of this permit.
20. The District has requested that the Department of Environmental Protection's Recurring Revenue Section of the Bureau of Land Administration (DEP) prepare the proprietary public easement instrument. The Permittee shall not commence construction in, on or over sovereign submerged lands until this instrument has been executed to the satisfaction of the District and in accordance with this approved ERP No. 43035341.009, entitled 44th Ave E (45th St Ave Plaze E). A copy of

the approved DEP public easement shall be forwarded to the Tampa Office, Attention: Environmental Manager.

21. Blasting is not authorized for this project. If the construction methodology changes in the future to include blasting, a modification to the permit is needed. Specific conditions must address impacts to protected marine species if blasting is proposed. Such conditions shall be in the form of an appropriate Blast and Watch Plan, approved by the Florida Fish and Wildlife Conservation Commission, which can be contacted at ImperiledSpecies@myfwc.com.
22. To reduce the risk of entrapment and drowning of manatees, manatee exclusion devices (such as grating) shall be installed and maintained over any existing or proposed pipes or culverts greater than 8 inches, but smaller than 8 feet in diameter that are submerged or partially submerged and reasonably accessible to manatees. If horizontal or vertical bars are used, no more than 8 inch gaps on center shall be allowed. Grates shall be in place at the accessible end(s) during all phases of the construction process and as a final design element to restrict manatee access.
23. During pile-driving activities, the following measures shall be followed:
 - a. At least one observer shall be onsite at all times and dedicated to the task of watching for manatees during the in-water construction work. Observers must have prior on-the-job experience as a dedicated manatee observer, observing for manatees during similar in-water work and shall perform no other duties that may interfere with their ability to observe for protected marine species. All pile-driving activity shall be confined to daylight hours.
 - b. The pile driving activities will use a ramp-up measure. At the start of pile driving, hammers would initially be operated at low levels, then gradually increase to minimum necessary power required for pile installation. Monitoring for protected marine species will occur for 30 minutes prior to pile driving, during pile driving, and for 30 minutes after pile driving ends.
 - c. If the activities appear to harass or injure a protected marine species, then work shall cease immediately and not resume until after consultation with the Florida Fish and Wildlife Conservation Commission (FWC) at ImperiledSpecies@myfwc.com or 850-922-4330. Any additional conservation measures deemed necessary by FWC must be implemented to minimize the risks to protected species.
24. Bald eagle nest MN023 has been documented on the site. The Applicant's consultant has committed to follow the U.S. Fish and Wildlife Service (USFWS) Eagle Management Guidelines (<https://www.fws.gov/southeast/our-services/eagle-technical-assistance/>) unless an eagle permit is issued. Please note that FWC staff is no longer involved in permitting for bald eagles. All pertinent information for eagle permits is available online (<https://www.fws.gov/southeast/our-services/permits/eagles/#national-rules-and-regulations/>) or by contacting the regional USFWS Migratory Bird Office directly at (404) 679-7070 or permitsR4MB@fws.gov.
25. Construction of the bridge over Braden River shall not commence until after the Permittee obtains District approval of a temporary mixing zone (for turbidity during construction) and a water quality monitoring plan (for turbidity during construction). The mixing zone request and water quality monitoring plan shall be submitted by the Permittee to the District as an application for permit modification.

GENERAL CONDITIONS

1. The general conditions attached hereto as Exhibit "A" are hereby incorporated into this permit by reference and the Permittee shall comply with them.

PROPRIETARY GENERAL CONDITIONS

1. The general conditions attached hereto as Exhibit "B" are hereby incorporated by reference and the Permittee shall comply with them.

Michelle K. Hopkins, P.E.

Authorized Signature

EXHIBIT A

GENERAL CONDITIONS:

- 1 The following general conditions are binding on all individual permits issued under this chapter, except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate, project-specific conditions.
 - a. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C., or the permit may be revoked and the permittee may be subject to enforcement action.
 - b. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
 - c. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007)*, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, which are both incorporated by reference in subparagraph 62-330.050(8)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
 - d. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice,"[effective date], incorporated by reference herein (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>), indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C. If available, an Agency website that fulfills this notification requirement may be used in lieu of the form.
 - e. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
 - f. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
 1. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex - "Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
 2. For all other activities - "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
 3. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
 - g. If the final operation and maintenance entity is a third party:
 1. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as- built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction

needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.

2. Within 30 days of submittal of the as-built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
- h. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
- i. This permit does not:
 1. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
 2. Convey to the permittee or create in the permittee any interest in real property;
 3. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
 4. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
- j. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
- k. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
- l. The permittee shall notify the Agency in writing:
 1. Immediately if any previously submitted information is discovered to be inaccurate; and
 2. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.
- m. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
- n. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification

shall be provided in accordance with Section 872.05, F.S. (2012).

- o. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
 - p. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.
 - q. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
 - r. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.
2. In addition to those general conditions in subsection (1) above, the Agency shall impose any additional project-specific special conditions necessary to assure the permitted activities will not be harmful to the water resources, as set forth in Rules 62-330.301 and 62-330.302, F.A.C., Volumes I and II, as applicable, and the rules incorporated by reference in this chapter.

EXHIBIT B

PROPRIETARY GENERAL CONDITIONS

1. 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 state-owned submerged land unless cured to the satisfaction of the Board.
2. Authorizations convey no title to state-owned submerged land or water column, nor do they constitute recognition or acknowledgment of any other person's title to such land or water.
3. 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, FAC.
4. Structures or activities shall be constructed and used to avoid or minimize adverse impacts to state-owned submerged lands and resources.
5. 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, FAC.
6. 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.
7. Structures or activities shall not create a navigational hazard.
8. 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, FAC., within one year, of a structure damaged in a discrete event such as a storm, flood, accident, or fire.
9. 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.

SOUTHWEST FLORIDA
WATER MANAGEMENT DISTRICT

**NOTICE OF
AUTHORIZATION
TO COMMENCE CONSTRUCTION**

44th Ave E (45th St Ave Plaza E)

PROJECT NAME

Road Projects

PROJECT TYPE

Manatee

COUNTY

S10/T35S/R18E...

See Permit for additional STR listings

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

Manatee County

PERMITTEE

APPLICATION ID/PERMIT NO: 735954 / 43035341.009

DATE ISSUED: January 31, 2018



Michelle K. Hopkins, P.E.

Issuing Authority

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

Notice of Rights

ADMINISTRATIVE HEARING

1. You or any person whose substantial interests are or may be affected by the District's intended or proposed action may request an administrative hearing on that action by filing a written petition in accordance with Sections 120.569 and 120.57, Florida Statutes (F.S.), Uniform Rules of Procedure Chapter 28-106, Florida Administrative Code (F.A.C.) and District Rule 40D-1.1010, F.A.C. Unless otherwise provided by law, a petition for administrative hearing must be filed with (received by) the District within 21 days of receipt of written notice of agency action. "Written notice" means either actual written notice, or newspaper publication of notice, that the District has taken or intends to take agency action. "Receipt of written notice" is deemed to be the fifth day after the date on which actual notice is deposited in the United States mail, if notice is mailed to you, or the date that actual notice is issued, if sent to you by electronic mail or delivered to you, or the date that notice is published in a newspaper, for those persons to whom the District does not provide actual notice.
2. Pursuant to Subsection 373.427(2)(c), F.S., for notices of intended or proposed agency action on a consolidated application for an environmental resource permit and use of state-owned submerged lands concurrently reviewed by the District, a petition for administrative hearing must be filed with (received by) the District within 14 days of receipt of written notice.
3. Pursuant to Rule 62-532.430, F.A.C., for notices of intent to deny a well construction permit, a petition for administrative hearing must be filed with (received by) the District within 30 days of receipt of written notice of intent to deny.
4. Any person who receives written notice of an agency decision and who fails to file a written request for a hearing within 21 days of receipt or other period as required by law waives the right to request a hearing on such matters.
5. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding District intended or proposed action is not available prior to the filing of a petition for hearing.
6. A request or petition for administrative hearing must comply with the requirements set forth in Chapter 28-106, F.A.C. A request or petition for a hearing must: (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's intended action or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no material facts in dispute, and (3) otherwise comply with Rules 28-106.201 and 28-106.301, F.A.C. Chapter 28-106, F.A.C. can be viewed at www.flrules.org or at the District's website at www.WaterMatters.org/permits/rules.
7. A petition for administrative hearing is deemed filed upon receipt of the complete petition by the District Agency Clerk at the District's Tampa Service Office during normal business hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding District holidays. Filings with the District Agency Clerk may be made by mail, hand-delivery or facsimile transfer (fax). The District does not accept petitions for administrative hearing by electronic mail. Mailed filings must be addressed to, and hand-delivered filings must be delivered to, the Agency Clerk, Southwest Florida Water Management District, 7601 Highway 301 North, Tampa, FL 33637-6759. Faxed filings must be transmitted to the District Agency Clerk at (813) 367-9776. Any petition not received during normal business hours shall be filed as of 8:00 a.m. on the next business day. The District's acceptance of faxed petitions for filing is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation, available for viewing at www.WaterMatters.org/about.

JUDICIAL REVIEW

1. Pursuant to Sections 120.60(3) and 120.68, F.S., a party who is adversely affected by District action may seek judicial review of the District's action. Judicial review shall be sought in the Fifth District Court of Appeal or in the appellate district where a party resides or as otherwise provided by law.
2. All proceedings shall be instituted by filing an original notice of appeal with the District Agency Clerk within 30 days after the rendition of the order being appealed, and a copy of the notice of appeal, accompanied by any filing fees prescribed by law, with the clerk of the court, in accordance with Rules 9.110 and 9.190 of the Florida Rules of Appellate Procedure (Fla. R. App. P.). Pursuant to Fla. R. App. P. 9.020(h), an order is rendered when a signed written order is filed with the clerk of the lower tribunal.



Southwest Florida Water Management District

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

An Equal
Opportunity
Employer

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

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

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

July 10, 2018

James Scarola, PE
Tampa Bay Mitigation, LLC
6505 Surfside Blvd.
Apollo Beach, FL 33572

Subject: **Notice of Intended Agency Action - Approval
ERP Minor Modification**

Project Name: Tampa Bay Mitigation Bank
App ID/Permit No: 768071 / 43020546.118
County: Hillsborough
Letter Received: July 03, 2018
Expiration Date: July 10, 2023
Sec/Twp/Rge: S23/T32S/R18E, S22/T32S/R18E

Dear Permittee(s):

The Southwest Florida Water Management District (District) has completed its review of the application for Environmental Resource Permit modification. Based upon a review of the information you have submitted, the District hereby gives notice of its intended approval of the application.

The File of Record associated with this application can be viewed at <http://www18.swfwmd.state.fl.us/erp/erp/search/ERPSearch.aspx> and is also available for inspection Monday through Friday, except for District holidays, from 8:00 a.m. through 5:00 p.m. at the District's Tampa Service Office, 7601 U.S. Highway 301 North, Tampa, Florida 33637.

If you have any questions or concerns regarding the application or any other information, please contact the Environmental Resource Permit Bureau in the Tampa Service Office.

Sincerely,

David Kramer, P.E.
Manager
Environmental Resource Permit Bureau
Regulation Division

cc: Tampa Bay Mitigation, LLC



Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899
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Opportunity
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Bartow Service Office
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1-800-492-7862 (FL only)

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

Tampa Service Office
7601 Highway 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
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July 10, 2018

James Scarola, PE
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County: Hillsborough
Letter Received: July 03, 2018
Expiration Date: July 10, 2023
Sec/Twp/Rge: S23/T32S/R18E, S22/T32S/R18E

Dear Permittee(s):

The Southwest Florida Water Management District (District) is in receipt of your application for the Environmental Resource Permit modification. Based upon a review of the information you submitted, the application is approved.

This modification to Environmental Resource Permit (ERP) No. 43020546.042 authorizes the following:

1. The withdrawal of 0.21 tidal marsh credit and 0.01 freshwater marsh credit from the Tampa Bay Mitigation Bank to offset wetland impacts associated with SWFWMD Permit No: 43035341.009, 44th Ave E (45th St Ave Plaza E), and updates the credit balances contained in the ledger labeled "Tampa Bay Mitigation Bank Mod 118 Approved Ledger".
2. The Tampa Bay Mitigation Bank Ledger of Mitigation Credits dated July 05, 2018, in the District's Water Management Information System (WMIS) is approved with this Minor Modification and can be viewed at <http://www18.swfwmd.state.fl.us/erp/erp/search/ERPSearch.aspx>.
3. Pursuant to the Tampa Bay Mitigation Bank Mod 118 Approved Ledger, the tidal marsh Credit Balance is 16.44 credits, and the freshwater marsh Credit Balance is 13.64 credits.
4. All other terms and conditions of ERP No. 43020546.042, dated October 15, 2014, entitled Tampa Bay Mitigation Bank, apply.

Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's agency action on the permit application described in this letter.

If approved construction plans are part of the permit, construction must be in accordance with these plans. These drawings are available for viewing or downloading through the District's Application and Permit Search Tools located at www.WaterMatters.org/permits.

The District's action in this matter only becomes closed to future legal challenges from members of the public if such persons have been properly notified of the District's action and no person objects to the District's action within the prescribed period of time following the notification. The District does not publish notices of agency action. If you wish to limit the time within which a person who does not receive actual written notice from the District may request an administrative hearing regarding this action, you are strongly encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Publishing notice of agency action will close the window for filing a petition for hearing. Legal requirements and instructions for publishing notices of agency action, as well as a noticing form that can be used, are available from the District's website at www.WaterMatters.org/permits/noticing. If you publish notice of agency action, a copy of the affidavit of publication provided by the newspaper should be sent to the District's Tampa Service Office for retention in this permit's File of Record.

If you have any questions or concerns regarding your permit or any other information, please contact the Environmental Resource Permit Bureau in the Tampa Service Office.

Sincerely,

David Kramer, P.E.
Manager
Environmental Resource Permit Bureau
Regulation Division

Enclosures: Notice of Rights
cc: Tampa Bay Mitigation, LLC

Notice of Rights

ADMINISTRATIVE HEARING

1. You or any person whose substantial interests are or may be affected by the District's intended or proposed action may request an administrative hearing on that action by filing a written petition in accordance with Sections 120.569 and 120.57, Florida Statutes (F.S.), Uniform Rules of Procedure Chapter 28-106, Florida Administrative Code (F.A.C.) and District Rule 40D-1.1010, F.A.C. Unless otherwise provided by law, a petition for administrative hearing must be filed with (received by) the District within 21 days of receipt of written notice of agency action. "Written notice" means either actual written notice, or newspaper publication of notice, that the District has taken or intends to take agency action. "Receipt of written notice" is deemed to be the fifth day after the date on which actual notice is deposited in the United States mail, if notice is mailed to you, or the date that actual notice is issued, if sent to you by electronic mail or delivered to you, or the date that notice is published in a newspaper, for those persons to whom the District does not provide actual notice.
2. Pursuant to Subsection 373.427(2)(c), F.S., for notices of intended or proposed agency action on a consolidated application for an environmental resource permit and use of state-owned submerged lands concurrently reviewed by the District, a petition for administrative hearing must be filed with (received by) the District within 14 days of receipt of written notice.
3. Pursuant to Rule 62-532.430, F.A.C., for notices of intent to deny a well construction permit, a petition for administrative hearing must be filed with (received by) the District within 30 days of receipt of written notice of intent to deny.
4. Any person who receives written notice of an agency decision and who fails to file a written request for a hearing within 21 days of receipt or other period as required by law waives the right to request a hearing on such matters.
5. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding District intended or proposed action is not available prior to the filing of a petition for hearing.
6. A request or petition for administrative hearing must comply with the requirements set forth in Chapter 28-106, F.A.C. A request or petition for a hearing must: (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's intended action or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no material facts in dispute, and (3) otherwise comply with Rules 28-106.201 and 28-106.301, F.A.C. Chapter 28-106, F.A.C. can be viewed at www.flrules.org or at the District's website at www.WaterMatters.org/permits/rules.
7. A petition for administrative hearing is deemed filed upon receipt of the complete petition by the District Agency Clerk at the District's Tampa Service Office during normal business hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding District holidays. Filings with the District Agency Clerk may be made by mail, hand-delivery or facsimile transfer (fax). The District does not accept petitions for administrative hearing by electronic mail. Mailed filings must be addressed to, and hand-delivered filings must be delivered to, the Agency Clerk, Southwest Florida Water Management District, 7601 Highway 301 North, Tampa, FL 33637-6759. Faxed filings must be transmitted to the District Agency Clerk at (813) 367-9776. Any petition not received during normal business hours shall be filed as of 8:00 a.m. on the next business day. The District's acceptance of faxed petitions for filing is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation, available for viewing at www.WaterMatters.org/about.

JUDICIAL REVIEW

1. Pursuant to Sections 120.60(3) and 120.68, F.S., a party who is adversely affected by District action may seek judicial review of the District's action. Judicial review shall be sought in the Fifth District Court of Appeal or in the appellate district where a party resides or as otherwise provided by law.
2. All proceedings shall be instituted by filing an original notice of appeal with the District Agency Clerk within 30 days after the rendition of the order being appealed, and a copy of the notice of appeal, accompanied by any filing fees prescribed by law, with the clerk of the court, in accordance with Rules 9.110 and 9.190 of the Florida Rules of Appellate Procedure (Fla. R. App. P.). Pursuant to Fla. R. App. P. 9.020(h), an order is rendered when a signed written order is filed with the clerk of the lower tribunal.



REPLY TO
ATTENTION OF

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

February 28, 2018

Regulatory Division
West Permits Branch
Tampa Section
SAJ-2016-03350 (SP-CSH)

Sia Mollanazar, P.E.
Manatee County
1022 26th Avenue East
Bradenton, Florida 34208

Dear Mrs. Mollanazar:

The U.S. Army Corps of Engineers (Corps) is pleased to enclose the Department of the Army permit, which should be available at the construction site. Work may begin immediately but the Corps must be notified of:

- a. The date of commencement of the work,
- b. The dates of work suspensions and resumptions of work, if suspended over a week, and
- c. The date of final completion.

This information should be mailed to the Special Projects and Enforcement Branch of the Regulatory Division of the Jacksonville District at SAJ-RD-Enforcement@usace.army.mil (not to exceed 10 MB). Files over 10MB can be uploaded to our web application at <https://safe.amrdec.army.mil/safe>. Permittee shall reference this permit number, SAJ-2016-03350 (SP-CSH), on all submittals. The Special Projects and Enforcement Branch is also responsible for inspections to determine whether Permittees have strictly adhered to permit conditions.

**IT IS NOT LAWFUL TO DEVIATE FROM
THE APPROVED PLANS ENCLOSED.**

Sincerely,

For: Donald W. Kinard
Chief, Regulatory Division

Enclosures

Copies Furnished:

Tia Norman, AECOM

Michael Holt, AECOM

DEPARTMENT OF THE ARMY PERMIT

Permittee: Sia Mollanazar, P.E.
Manatee County
1022 26th Avenue East
Bradenton, Florida 34208

Permit No: SAJ-2016-03350 (SP-CSH)

Issuing Office: U.S. Army Engineer District, Jacksonville

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the U.S. Army Corps of Engineers (Corps) having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: This permit authorizes permanent impacts to 0.04 acres of wetlands and 1.72 acres of other surface waters for construction of a roadway and associated facilities. The project involves transportation improvements, including a new bridge across the Braden River, between 45th Street East and 44th Avenue Plaza East. Construction includes widening 44th Avenue East from a two-lane rural section to a four-lane urban section and partial road realignment. The work described above is to be completed in accordance with the 28 pages of drawings and 4 attachments affixed at the end of this permit instrument.

Project Location: The project would affect waters of the United States associated with wetlands and ditches leading to the Braden River. The project limits are from east of 45th Street East to 44th Avenue Plaza East, and along Morgan Johnson from south of 41st Avenue East along the new alignment connecting to Caruso Road north of 48th Avenue East, for a total length of approximately 2.13 miles. The project is located within Sections 2, 3, 4, 9, 10, and 11 of Township 36 South, Range 18 East, Bradenton, Manatee County, Florida.

Directions to site: From I-75S, take exit 217 toward Arcadia, turn right onto FL-70 W; turn right onto 45th Street East, turn right onto 44th Avenue East. The project begins at the intersection of 45th Street East and 44th Avenue East and continues east along 44th Avenue East, across the Braden River, to 44th Avenue Plaza East.

PERMIT NUMBER: SAJ-2016-03350-CSH
PERMITTEE: Manatee County
PAGE 2 of 10

Approximate Coordinates:

Western Terminus	Eastern Terminus	Southern Terminus
Latitude 27.461804°N	Latitude 27.461729°N	Latitude 27.455619°N
Longitude 82.505605°W	Longitude 82.476168°W	Longitude 82.485276°W

Permit Conditions

General Conditions:

1. The time limit for completing the work authorized ends on February 28, 2023. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature and the mailing address of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow 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.

PERMIT NUMBER: SAJ-2016-03350-CSH
PERMITTEE: Manatee County
PAGE 3 of 10

Special Conditions:

1. **Reporting Addresses:** The Permittee shall submit all reports, notifications, documentation and correspondence required by the general and special conditions of this permit to the following address: CESAJ-ComplyDocs@usace.army.mil. The Permittee shall reference this permit number, SAJ-2016-03350 (SP -CSH), on all submittals.
2. **Commencement Notification:** Within 10 days from the date of initiating the work authorized by this permit the Permittee shall provide a written notification of the date of commencement of authorized work to the Corps at the address provided in Special Condition #1.
3. **Self-Certification:** Within 60 days of completion of the authorized work or at the expiration of the construction authorization of this permit, whichever occurs first, the Permittee shall complete the attached "Self-Certification Statement of Compliance" form and submit to the Corps at the address provided in Special Condition #1. In the event that the completed work deviates, in any manner, from the authorized work, the Permittee shall describe, on the Self-Certification Form, the deviations between the work authorized by the permit and the work as constructed. Please note that the description of any deviations on the Self-Certification Form does not constitute approval of any deviations by the Corps.
4. **Eastern Indigo Snake Protection Measures and Inspection:** Permittee shall comply with U.S. Fish and Wildlife Service's "Standard Protection Measures for the Eastern Indigo Snake" dated August 12, 2013, as provided as an attachment to this permit. All gopher tortoise burrows, active or inactive, shall be evacuated prior to site manipulation in the vicinity of the burrow. If excavating potentially occupied burrows, active or inactive, individuals must first obtain state authorization via a Florida Fish and Wildlife Conservation Commission (FWC) Authorized Gopher Tortoise Agent permit. The excavation method selected shall minimize the potential for injury of an indigo snake. The Permittee shall follow the excavation guidance provided in the most current FWC Gopher Tortoise Permitting Guidelines found at <http://myfwc.com/gophertortoise>. If an indigo snake is encountered, the snake must be allowed to vacate the area prior to additional site manipulation in the vicinity. Holes, cavities, and snake refugia other than gopher tortoise burrows shall be inspected each morning before planned site manipulation of a particular area, and if occupied by an indigo snake, no work shall commence until the snake has vacated the vicinity of the proposed work.

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

6. **Fill Material:** The Permittee shall use only clean fill material for this project. The fill material shall be free from items such as trash, debris, automotive parts, asphalt, construction materials, concrete block with exposed reinforcement bars, and soils contaminated with any toxic substance, in toxic amounts in accordance with Section 307 of the Clean Water Act.

7. **Mitigation Bank Credit Purchase:** Within 30 days from the date of initiating the work authorized by this permit, the Permittee shall provide verification to the Corps that 0.01 of herbaceous federal mitigation bank credits have been purchased from the Tampa Bay Mitigation Bank (SAJ-1998-00796). The required verification shall reference this project's permit number (SAJ-2016-03350).

8. **Wetland Avoidance Areas:** The Permittee shall avoid the remaining onsite wetlands. These wetland areas were avoided as part of this permit application review process; and, therefore, the remaining wetland areas will not be disturbed by any activities that would degrade the ecological integrity of the site including dredging, filling, land clearing, or other construction work whatsoever except as required or authorized by this permit. The Corps reserves the right to deny review of any requests for future impacts to these avoided wetland areas.

9. **Temporary Wetland Impacts:** Within 30 days from the date of completing the work authorized by this permit, the Permittee shall restore temporary wetland impacts to pre-existing contours, elevations, vegetation, habitat type, and hydrology.

10. **Posting of Permit:** The Permittee shall ensure that all contractors, subcontractors, and entities associated with the implementation of the project review, understand, and comply with the approved plans and special conditions made part of this permit. The Permittee shall inform all parties associated with the activity of the construction area boundaries and the location of adjacent wetlands to be avoided. Complete copies of the permit and approved plans shall be available at the construction site at all times. Failure to comply with the approved plans and permit special conditions may subject the Permittee to enforcement action.

11. **Agency Changes/Approvals:** Should any other agency require and/or approve changes to the work authorized or obligated by this permit, the Permittee is advised a modification to this permit instrument is required prior to initiation of those changes. It is the Permittee's responsibility to request a modification of this permit from the Tampa Permits Section. The Corps reserves the right to fully evaluate, amend, and approve or deny the request for modification of this permit.

12. **Assurance of Navigation and Maintenance:** The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

13. **Cultural Resources/Historic Properties:** No structure or work shall adversely affect impact or disturb properties listed in the National Register of Historic Places (NRHP) or those eligible for inclusion in the NRHP. If during the ground disturbing activities and construction work within the permit area, there are archaeological/cultural materials encountered which were not the subject of a previous cultural resources assessment survey (and which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work and ground-disturbing activities within a 100-meter diameter of the discovery and notify the Corps within the same business day (8 hours). The Corps shall then notify the Florida State Historic Preservation Officer (SHPO) and the appropriate Tribal Historic Preservation Officer(s) (THPO(s)) to assess the significance of the discovery and devise appropriate actions.

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

() Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403)

(X) Section 404 of the Clean Water Act (33 U.S.C. 1344)

() Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413)

2. 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.

3. 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.

4. 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.

5. 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:

PERMIT NUMBER: SAJ-2016-03350-CSH
PERMITTEE: Manatee County
PAGE 7 of 10

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

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 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions: General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

PERMIT NUMBER: SAJ-2016-03350-CSH
PERMITTEE: Manatee County
PAGE 8 of 10

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.



(PERMITTEE)

2-20-18

(DATE)

Sia Mollanazar

(PERMITTEE NAME-PRINTED)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

for:

(DISTRICT ENGINEER)
Jason A. Kirk, P.E.
Colonel, U.S. Army
District Commander

2/28/2018

(DATE)

PERMIT NUMBER: SAJ-2016-03350-CSH
PERMITTEE: Manatee County
PAGE 9 of 10

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)

(CITY, STATE, AND ZIP CODE)

PERMIT NUMBER: SAJ-2016-03350-CSH
PERMITTEE: Manatee County
PAGE 10 of 10

***Attachments to Department of the Army
Permit Number SAJ-2016-03350 (SP-CSH)***

1. PERMIT DRAWINGS: 28 pages, dated July 2016
2. WATER QUALITY CERTIFICATION: Specific Conditions of the water quality permit/certification in accordance with General Condition number 5 on page 2 of this DA permit. Environmental Resource Permit No. 43035341.009, dated 1/31/2018, 21 pages.
3. SELF-CERTIFICATION FORM: 1 page
4. EASTERN INDIGO SNAKE CONDITIONS: 2 pages



WETLAND IMPACTS

COUNTY PROJECT NUMBER 6086960

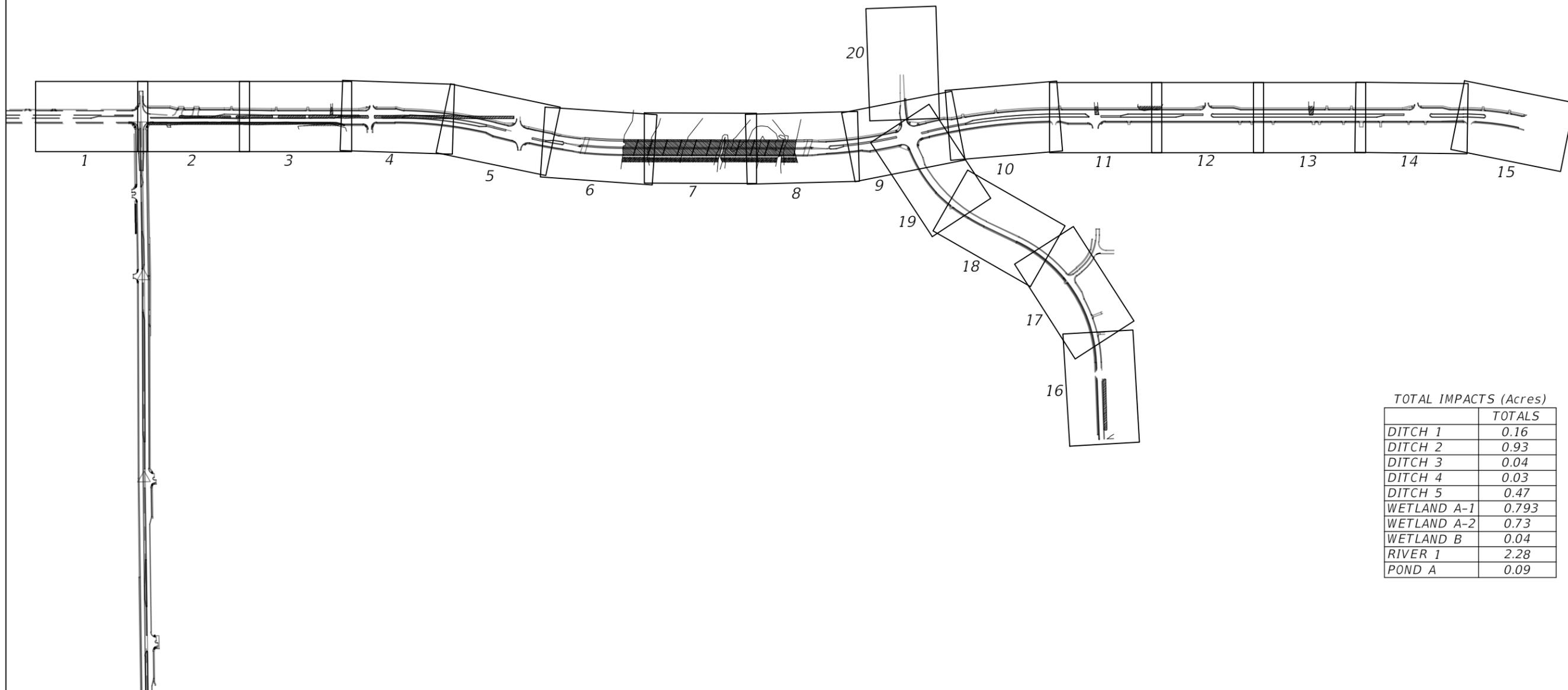
MANATEE COUNTY

44th AVENUE EAST - BRADEN RIVER SEGMENT
(45th STREET EAST TO 44th AVENUE PLAZA EAST)

JULY 2016



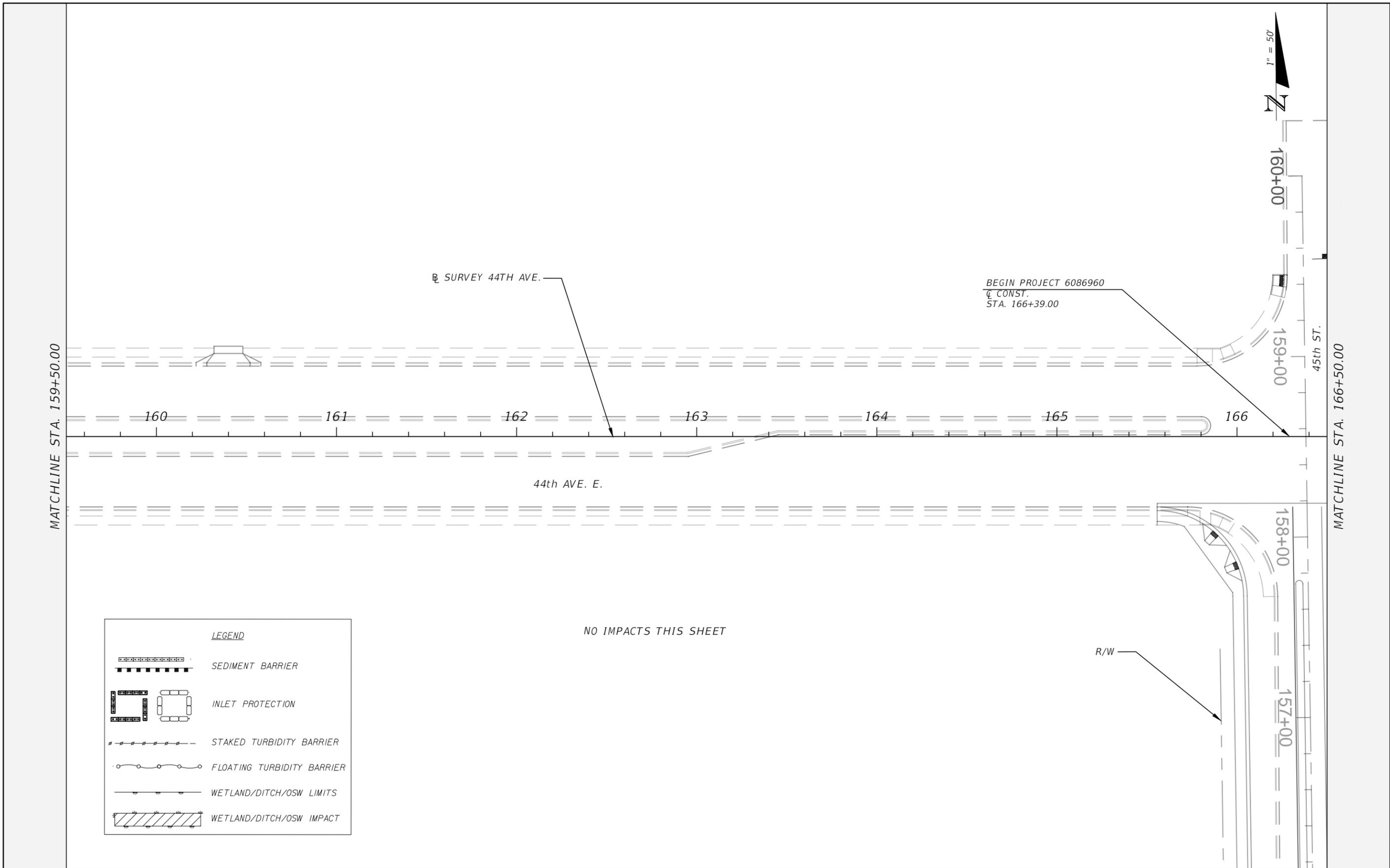
FISCAL YEAR	SHEET NO.
17	I



TOTAL IMPACTS (Acres)

	TOTALS
DITCH 1	0.16
DITCH 2	0.93
DITCH 3	0.04
DITCH 4	0.03
DITCH 5	0.47
WETLAND A-1	0.793
WETLAND A-2	0.73
WETLAND B	0.04
RIVER 1	2.28
POND A	0.09

				SCALE AS NOTED	DESIGNED BY Michael A. Holt, P.E. P.E. NO. 76111 AECOM TECHNICAL SERVICES, INC. 7650 WEST COURTNEY CAMPBELL CAUSEWAY TAMPA, FL 33607-1462 (813) 286-1711 CERTIFICATE OF AUTHORIZATION: 8115	DATE 8/10/2016	 PUBLIC WORKS DEPARTMENT ENGINEERING SERVICES 1022 26th Avenue East, Bradenton, FL 34208 Floyd, Cindy	DESIGN ENGINEER	PROJECT LAYOUT	SHEET NO. 2
				DRAWN BY	PROJECT NO. 60430213	FL. LICENSE NO.				
No.	REVISIONS	DATE	BY	CHECKED BY						



LEGEND	
	SEDIMENT BARRIER
	INLET PROTECTION
	STAKED TURBIDITY BARRIER
	FLOATING TURBIDITY BARRIER
	WETLAND/DITCH/OSW LIMITS
	WETLAND/DITCH/OSW IMPACT

No.	REVISIONS	DATE	BY

SCALE	AS NOTED
DESIGNED BY	Michael A. Holt, P.E. P.E. NO. 76111 AECOM TECHNICAL SERVICES, INC. 7650 WEST COURTNEY CAMPBELL CAUSEWAY TAMPA, FL 33607-1462 (813) 286-1711 CERTIFICATE OF AUTHORIZATION: 8115
DRAWN BY	
CHECKED BY	

DATE	2/15/2018
PROJECT NO.	60430213



DESIGN ENGINEER	Michael A. Holt, P.E.
FL. LICENSE NO.	76111

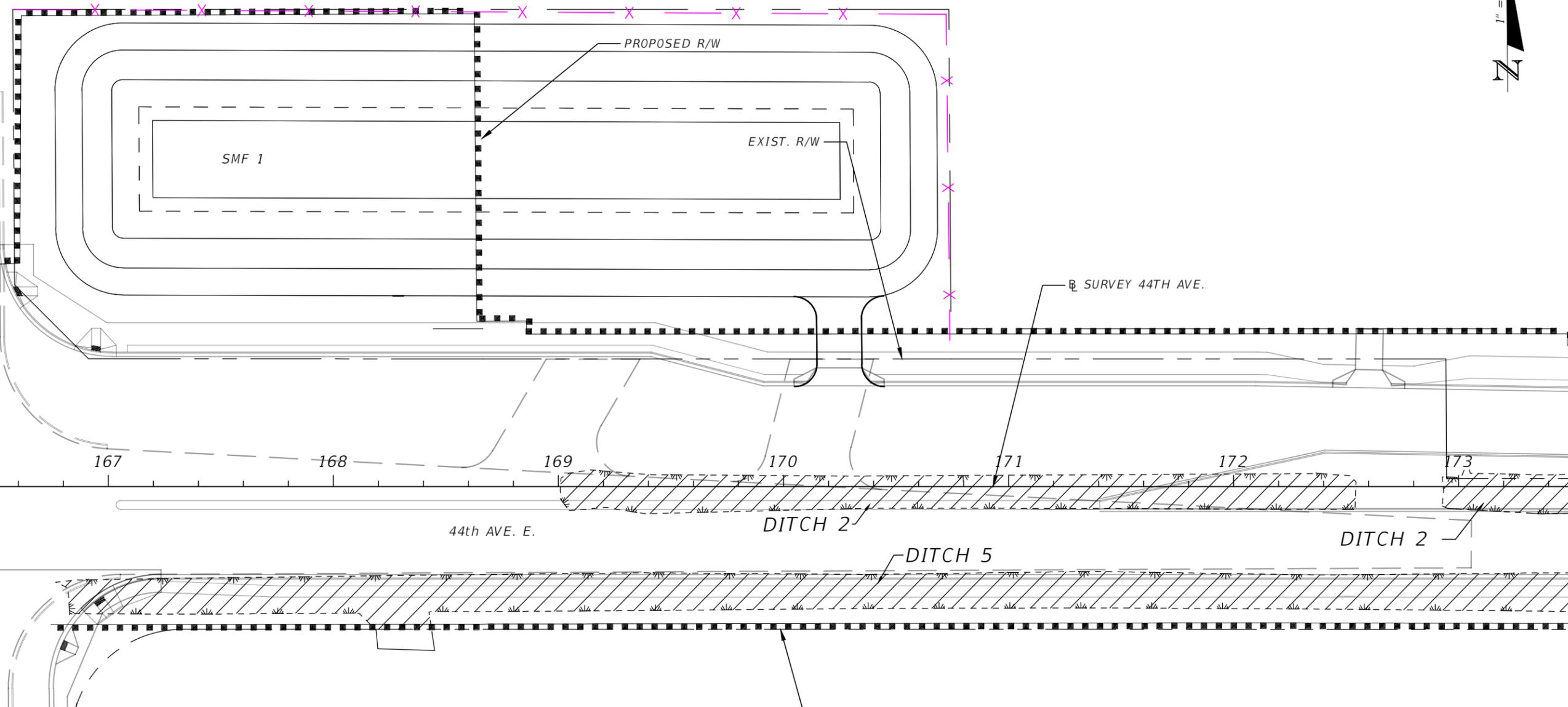
WETLAND IMPACTS - 1

SHEET NO.	3
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MATCHLINE STA. 166+50.00

MATCHLINE STA. 173+50.00



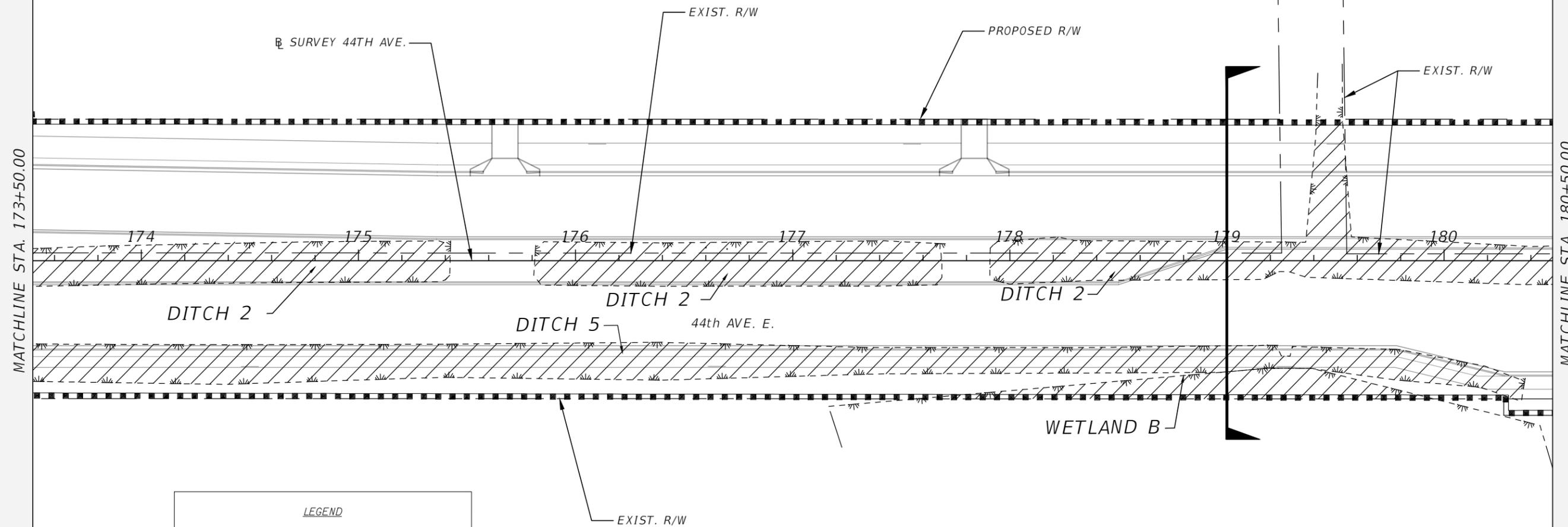
LEGEND

	SEDIMENT BARRIER
	INLET PROTECTION
	STAKED TURBIDITY BARRIER
	FLOATING TURBIDITY BARRIER
	WETLAND/DITCH/OSW LIMITS
	WETLAND/DITCH/OSW IMPACT

IMPACTS THIS SHEET

WETLAND/SW /DITCH ID	IMPACT AREA (AC)	TYPE OF IMPACT
DITCH 2	0.15	FILL
DITCH 5	0.25	FILL

			SCALE AS NOTED	DESIGNED BY Michael A. Holt, P.E. P.E. NO. 76111	DATE 2/15/2018	 PUBLIC WORKS DEPARTMENT ENGINEERING SERVICES 1022 26th Avenue East, Bradenton, FL 34208 Floyd, Cindy	DESIGN ENGINEER Michael A. Holt, P.E.	WETLAND IMPACTS - 2	SHEET NO.
			DRAWN BY	PROJECT NO. 60430213	FL. LICENSE NO. 76111		4		
No.	REVISIONS	DATE	BY	CHECKED BY					



LEGEND

	SEDIMENT BARRIER
	INLET PROTECTION
	STAKED TURBIDITY BARRIER
	FLOATING TURBIDITY BARRIER
	WETLAND/DITCH/OSW LIMITS
	WETLAND/DITCH/OSW IMPACT

IMPACTS THIS SHEET

WETLAND/SW /DITCH ID	IMPACT AREA (AC)	TYPE OF IMPACT
DITCH 2	0.29	FILL
DITCH 5	0.22	FILL
WETLAND B	0.04	FILL

No.	REVISIONS	DATE	BY

SCALE: AS NOTED

DESIGNED BY: Michael A. Holt, P.E.
P.E. NO. 76111
AECOM TECHNICAL SERVICES, INC.
7650 WEST COURTNEY CAMPBELL CAUSEWAY
TAMPA, FL 33607-1462
(813) 286-1711
CERTIFICATE OF AUTHORIZATION: 8115

DATE: 2/15/2018

PROJECT NO.: 60430213



DESIGN ENGINEER: Michael A. Holt, P.E.

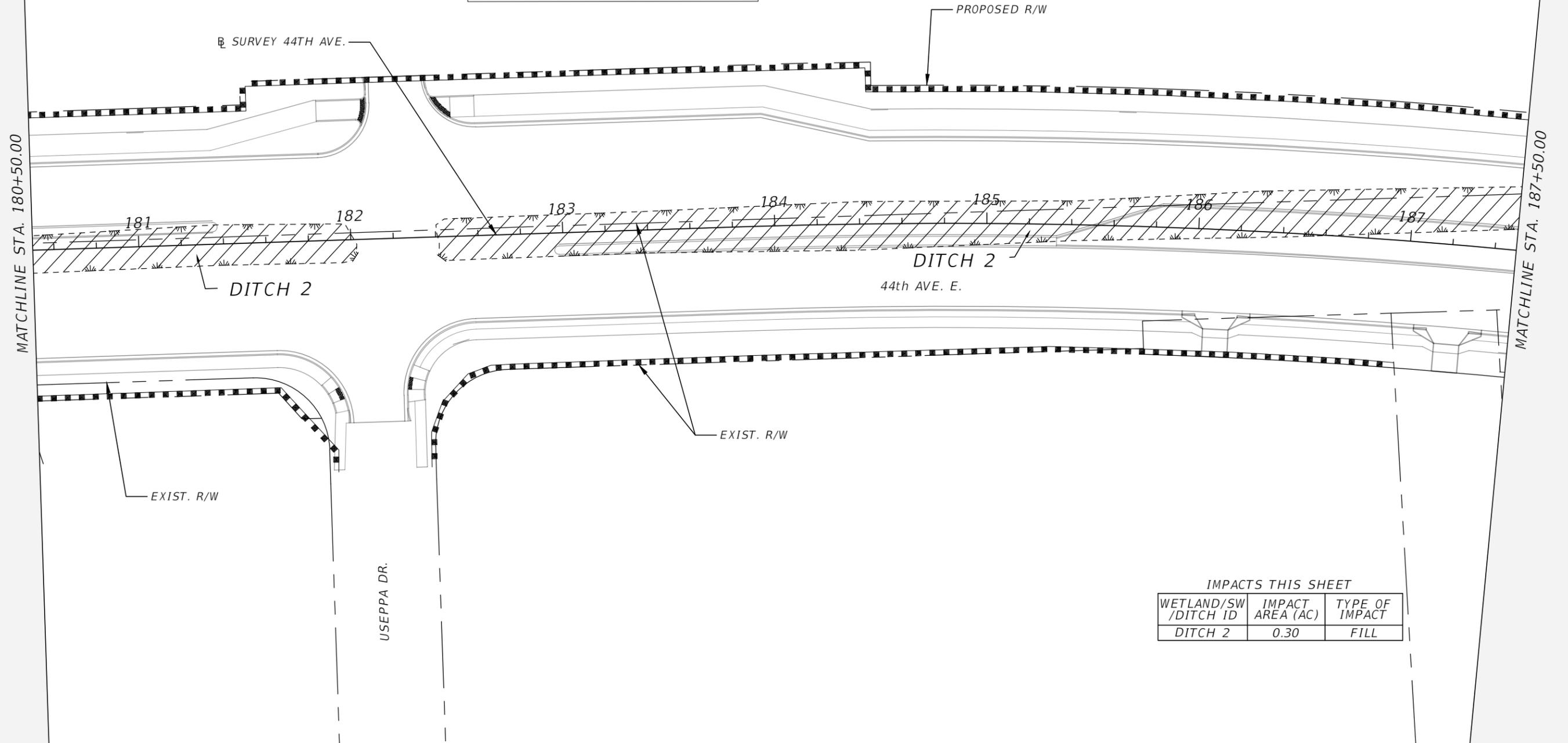
FL. LICENSE NO.: 76111

WETLAND IMPACTS - 3

SHEET NO.: 5

LEGEND

	SEDIMENT BARRIER
	INLET PROTECTION
	STAKED TURBIDITY BARRIER
	FLOATING TURBIDITY BARRIER
	WETLAND/DITCH/OSW LIMITS
	WETLAND/DITCH/OSW IMPACT



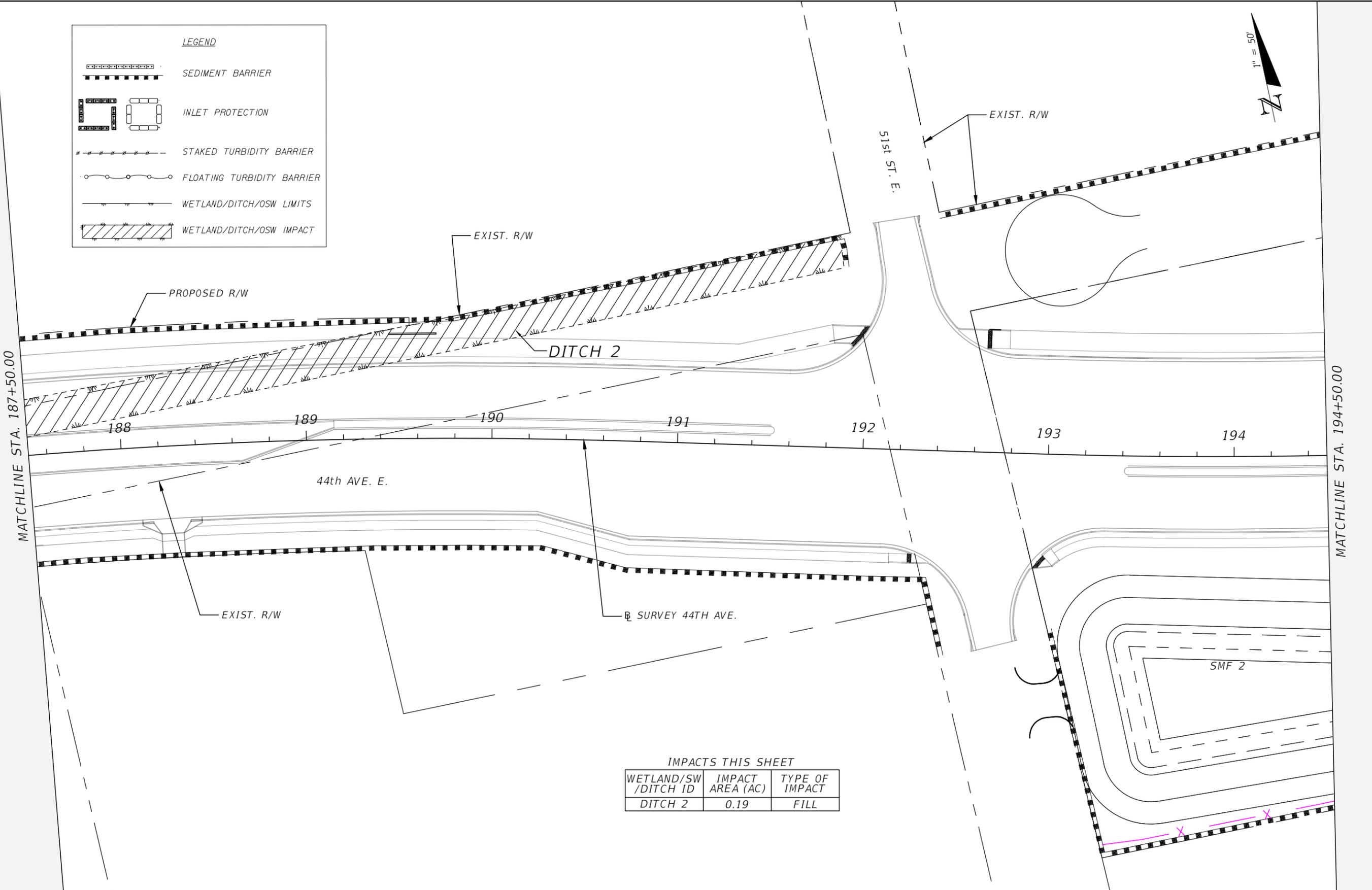
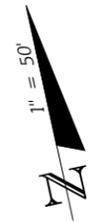
IMPACTS THIS SHEET

WETLAND/SW /DITCH ID	IMPACT AREA (AC)	TYPE OF IMPACT
DITCH 2	0.30	FILL

No.	REVISIONS	DATE	BY	SCALE	AS NOTED	Michael A. Holt, P.E. P.E. NO. 76111 AECOM TECHNICAL SERVICES, INC. 7650 WEST COURTNEY CAMPBELL CAUSEWAY TAMPA, FL 33607-1462 (813) 286-1711 CERTIFICATE OF AUTHORIZATION: 8115	DATE	2/15/2018	 PUBLIC WORKS DEPARTMENT ENGINEERING SERVICES 1022 26th Avenue East, Bradenton, FL 34208 Floyd, Cindy	DESIGN ENGINEER	Michael A. Holt, P.E.	WETLAND IMPACTS - 4	SHEET NO.	6
							PROJECT NO.	60430213		FL. LICENSE NO.	76111			

LEGEND

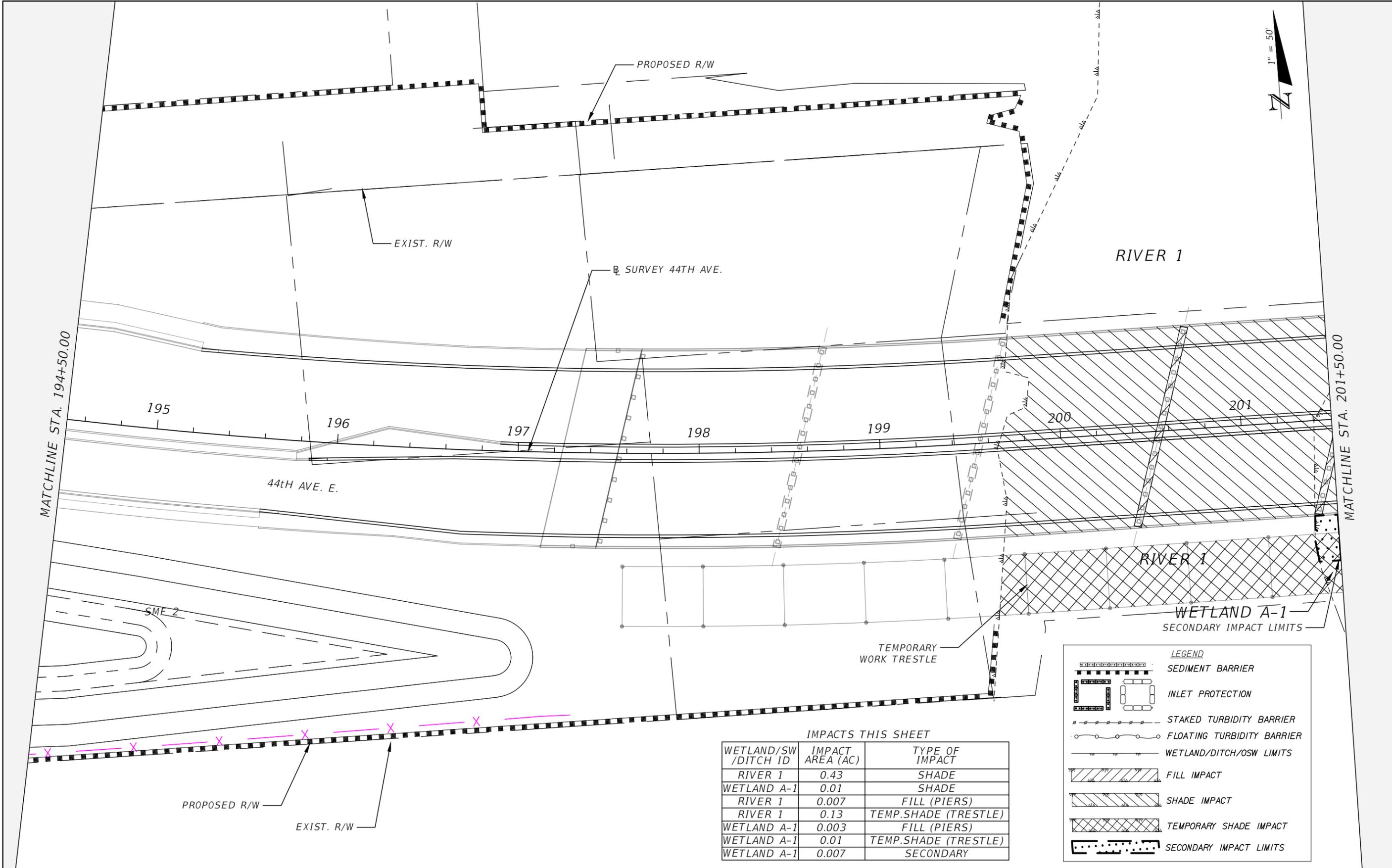
	SEDIMENT BARRIER
	INLET PROTECTION
	STAKED TURBIDITY BARRIER
	FLOATING TURBIDITY BARRIER
	WETLAND/DITCH/OSW LIMITS
	WETLAND/DITCH/OSW IMPACT



IMPACTS THIS SHEET

WETLAND/SW /DITCH ID	IMPACT AREA (AC)	TYPE OF IMPACT
DITCH 2	0.19	FILL

No.	REVISIONS	DATE	BY	SCALE	AS NOTED	Michael A. Holt, P.E. P.E. NO. 76111 AECOM TECHNICAL SERVICES, INC. 7650 WEST COURTNEY CAMPBELL CAUSEWAY TAMPA, FL 33607-1462 (813) 286-1711 CERTIFICATE OF AUTHORIZATION: 8115	DATE	2/15/2018	 PUBLIC WORKS DEPARTMENT ENGINEERING SERVICES 1022 26th Avenue East, Bradenton, FL 34208 Floyd, Cindy	DESIGN ENGINEER	Michael A. Holt, P.E.	WETLAND IMPACTS - 5	SHEET NO.	7
							PROJECT NO.	60430213		FL. LICENSE NO.	76111			



IMPACTS THIS SHEET

WETLAND/SW /DITCH ID	IMPACT AREA (AC)	TYPE OF IMPACT
RIVER 1	0.43	SHADE
WETLAND A-1	0.01	SHADE
RIVER 1	0.007	FILL (PIERS)
RIVER 1	0.13	TEMP.SHADE (TRESTLE)
WETLAND A-1	0.003	FILL (PIERS)
WETLAND A-1	0.01	TEMP.SHADE (TRESTLE)
WETLAND A-1	0.007	SECONDARY

LEGEND

	SEDIMENT BARRIER
	INLET PROTECTION
	STAKED TURBIDITY BARRIER
	FLOATING TURBIDITY BARRIER
	WETLAND/DITCH/OSW LIMITS
	FILL IMPACT
	SHADE IMPACT
	TEMPORARY SHADE IMPACT
	SECONDARY IMPACT LIMITS

No.	REVISIONS	DATE	BY

SCALE: AS NOTED

DESIGNED BY: Michael A. Holt, P.E.
P.E. NO. 76111
AECOM TECHNICAL SERVICES, INC.
7650 WEST COURTNEY CAMPBELL CAUSEWAY
TAMPA, FL 33607-1462
(813) 286-1711
CERTIFICATE OF AUTHORIZATION: 8115

DATE: 2/15/2018

PROJECT NO.: 60430213

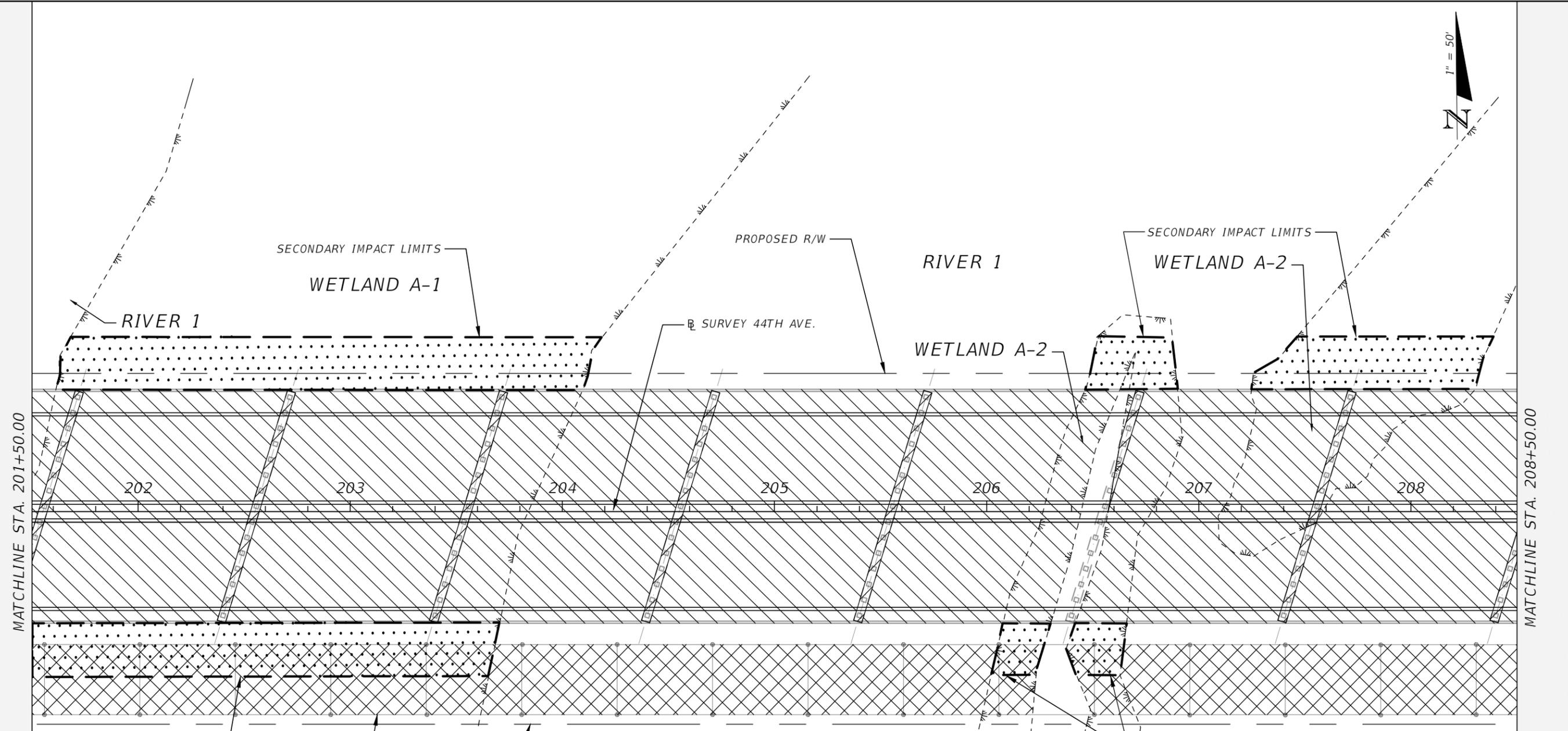


DESIGN ENGINEER: Michael A. Holt, P.E.

FL. LICENSE NO.: 76111

WETLAND IMPACTS - 6

SHEET NO.: 8



LEGEND

- SEDIMENT BARRIER
- INLET PROTECTION
- STAKED TURBIDITY BARRIER
- FLOATING TURBIDITY BARRIER
- WETLAND/DITCH/OSW LIMITS
- FILL IMPACT
- SHADE IMPACT
- TEMPORARY SHADE IMPACT
- SECONDARY IMPACT LIMITS

IMPACTS THIS SHEET

WETLAND/SW /DITCH ID	IMPACT AREA (AC)	TYPE OF IMPACT
RIVER 1	0.91	SHADE
WETLAND A-1	0.58	SHADE
WETLAND A-2	0.19	SHADE
WETLAND A-1	0.03	FILL (PIERS)
WETLAND A-1	0.16	TEMP.SHADE (TRESTLE)
RIVER 1	0.03	FILL (PIERS)
RIVER 1	0.32	TEMP.SHADE (TRESTLE)
WETLAND A-2	0.01	FILL (PIERS)
WETLAND A-2	0.04	TEMP.SHADE (TRESTLE)
WETLAND A-1	0.268	SECONDARY
WETLAND A-2	0.114	SECONDARY

No.	REVISIONS	DATE	BY

SCALE: AS NOTED
 DESIGNED BY: Michael A. Holt, P.E. P.E. NO. 76111
 AECOM TECHNICAL SERVICES, INC.
 7650 WEST COURTNEY CAMPBELL CAUSEWAY
 TAMPA, FL 33607-1462
 (813) 286-1711
 CHECKED BY: CERTIFICATE OF AUTHORIZATION: 8115

DATE: 2/15/2018
 PROJECT NO.: 60430213



DESIGN ENGINEER: Michael A. Holt, P.E.
 FL. LICENSE NO.: 76111

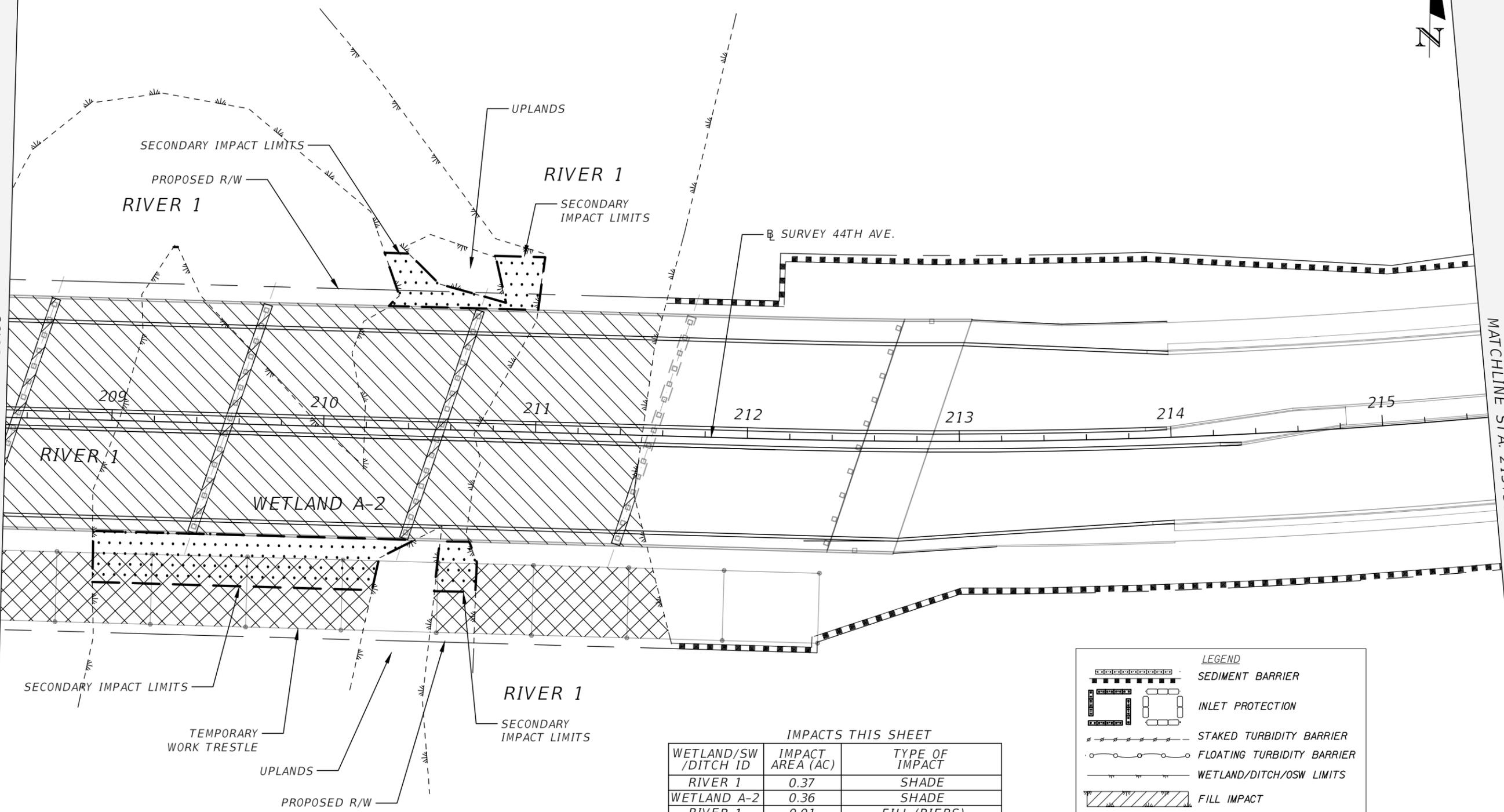
WETLAND IMPACTS - 7

SHEET NO.: 9



MATCHLINE STA. 208+50.00

MATCHLINE STA. 215+50.00



IMPACTS THIS SHEET

WETLAND/SW /DITCH ID	IMPACT AREA (AC)	TYPE OF IMPACT
RIVER 1	0.37	SHADE
WETLAND A-2	0.36	SHADE
RIVER 1	0.01	FILL (PIERS)
RIVER 1	0.10	TEMP.SHADE (TRESTLE)
WETLAND A-2	0.02	FILL (PIERS)
WETLAND A-2	0.11	TEMP.SHADE (TRESTLE)
WETLAND A-2	0.115	SECONDARY

LEGEND

- SEDIMENT BARRIER
- INLET PROTECTION
- STAKED TURBIDITY BARRIER
- FLOATING TURBIDITY BARRIER
- WETLAND/DITCH/OSW LIMITS
- FILL IMPACT
- SHADE IMPACT
- TEMPORARY SHADE IMPACT
- SECONDARY IMPACT LIMITS

No.	REVISIONS	DATE	BY

SCALE: AS NOTED

DESIGNED BY: Michael A. Holt, P.E.
P.E. NO. 76111
AECOM TECHNICAL SERVICES, INC.
7650 WEST COURTNEY CAMPBELL CAUSEWAY
TAMPA, FL 33607-1462
(813) 286-1711
CERTIFICATE OF AUTHORIZATION: 8115

DATE: 2/15/2018

PROJECT NO.: 60430213

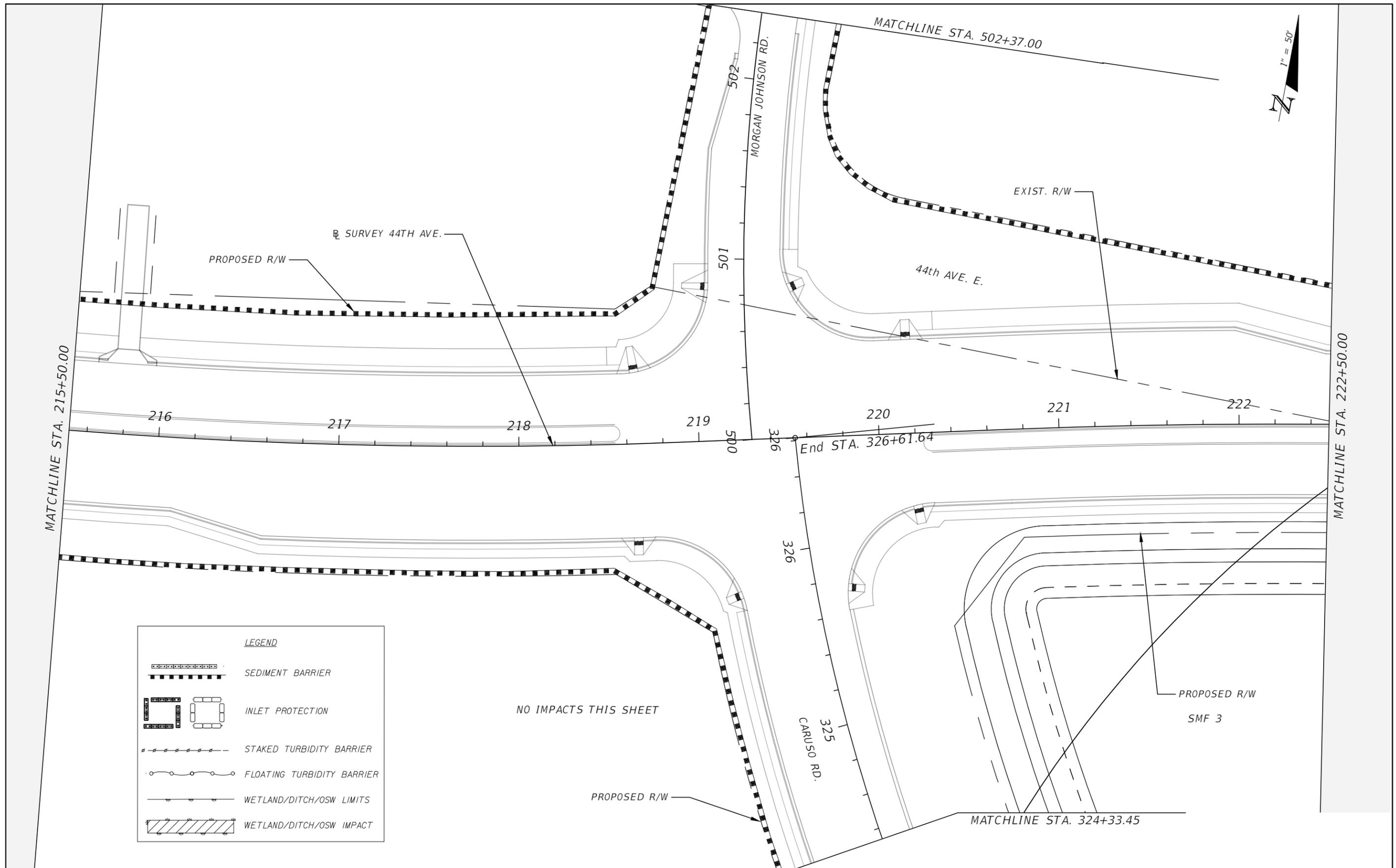


DESIGN ENGINEER: Michael A. Holt, P.E.

FL. LICENSE NO.: 76111

WETLAND IMPACTS - 8

SHEET NO.: 10



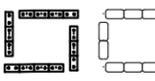
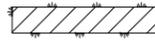
LEGEND	
	SEDIMENT BARRIER
	INLET PROTECTION
	STAKED TURBIDITY BARRIER
	FLOATING TURBIDITY BARRIER
	WETLAND/DITCH/OSW LIMITS
	WETLAND/DITCH/OSW IMPACT

NO IMPACTS THIS SHEET

No.	REVISIONS	DATE	BY	SCALE	AS NOTED	DESIGN ENGINEER	Michael A. Holt, P.E.	SHEET NO.
				DESIGNED BY	Michael A. Holt, P.E. NO. 76111	DATE	2/15/2018	
				DRAWN BY	AECOM TECHNICAL SERVICES, INC. 7650 WEST COURTNEY CAMPBELL CAUSEWAY TAMPA, FL 33607-1462 (813) 286-1711	PROJECT NO.	60430213	
				CHECKED BY	CERTIFICATE OF AUTHORIZATION: 8115	FL. LICENSE NO.	76111	
								<p>WETLAND IMPACTS - 9</p>
<p>Public Works Department Engineering Services 1022 26th Avenue East, Bradenton, FL 34208 Floyd, Cindy</p>								<p>11</p>

NO IMPACTS THIS SHEET

LEGEND

-  SEDIMENT BARRIER
-  INLET PROTECTION
-  STAKED TURBIDITY BARRIER
-  FLOATING TURBIDITY BARRIER
-  WETLAND/DITCH/OSW LIMITS
-  WETLAND/DITCH/OSW IMPACT



MATCHLINE STA. 222+50.00

MATCHLINE STA. 229+50.00

☐ SURVEY 44TH AVE.

PROPOSED R/W

EXIST. R/W

223

224

225

226

227

228

229

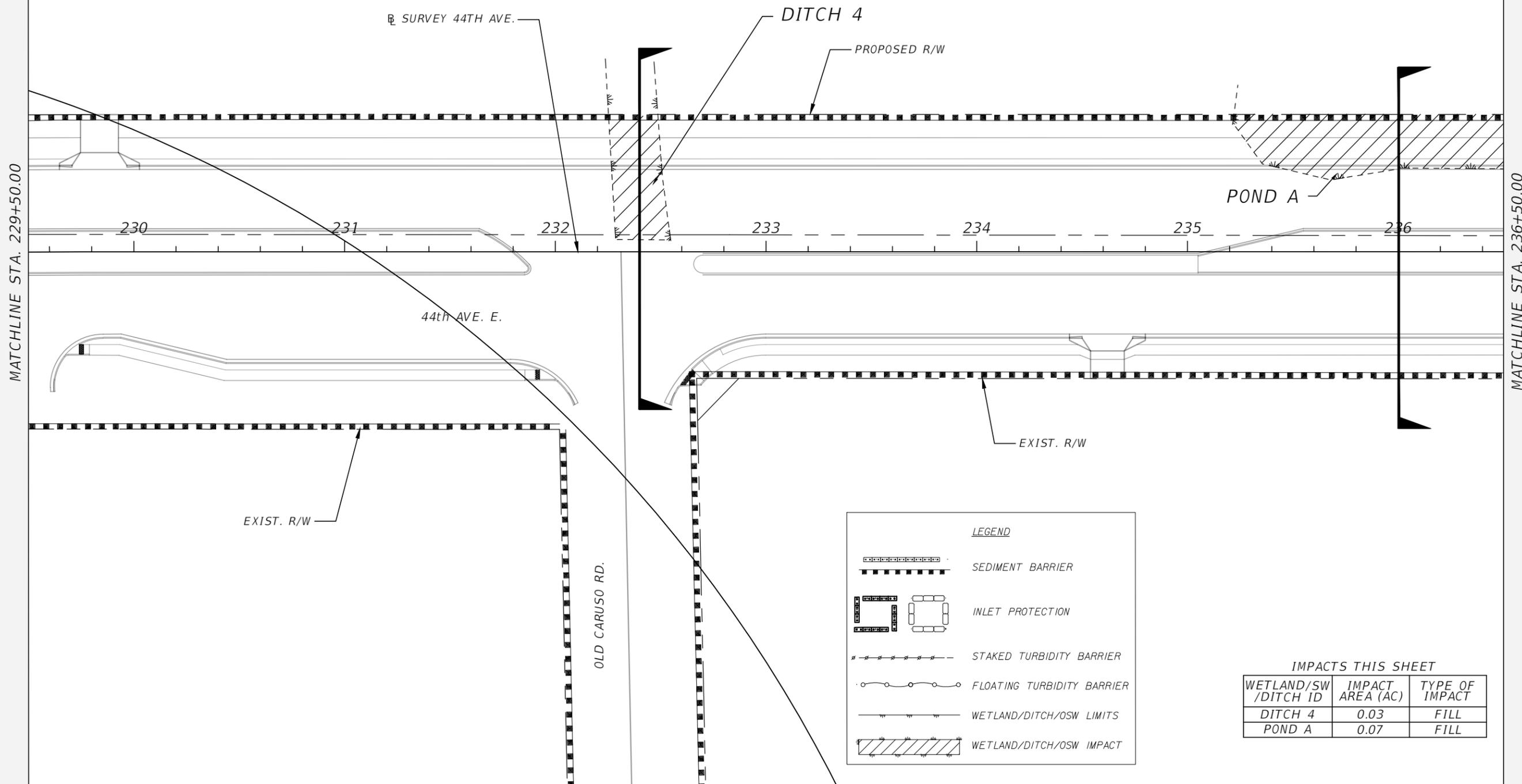
44th AVE. E.

PROPOSED R/W

EXIST. R/W

SMF 3

				SCALE	AS NOTED	DESIGNED BY	Michael A. Holt, P.E. P.E. NO. 76111 AECOM TECHNICAL SERVICES, INC. 7650 WEST COURTNEY CAMPBELL CAUSEWAY TAMPA, FL 33607-1462 (813) 286-1711 CERTIFICATE OF AUTHORIZATION: 8115	DATE	2/15/2018	 PUBLIC WORKS DEPARTMENT ENGINEERING SERVICES 1022 26th Avenue East, Bradenton, FL 34208 Floyd, Cindy	DESIGN ENGINEER	Michael A. Holt, P.E.	WETLAND IMPACTS - 10	SHEET NO.	12
				DRAWN BY		PROJECT NO.	60430213	FL. LICENSE NO.	76111						
				CHECKED BY											
No.	REVISIONS			DATE	BY										



LEGEND

	SEDIMENT BARRIER
	INLET PROTECTION
	STAKED TURBIDITY BARRIER
	FLOATING TURBIDITY BARRIER
	WETLAND/DITCH/OSW LIMITS
	WETLAND/DITCH/OSW IMPACT

IMPACTS THIS SHEET

WETLAND/SW /DITCH ID	IMPACT AREA (AC)	TYPE OF IMPACT
DITCH 4	0.03	FILL
POND A	0.07	FILL

No.	REVISIONS	DATE	BY

SCALE: AS NOTED

DESIGNED BY: Michael A. Holt, P.E.
P.E. NO. 76111
AECOM TECHNICAL SERVICES, INC.
7650 WEST COURTNEY CAMPBELL CAUSEWAY
TAMPA, FL 33607-1462
(813) 286-1711
CERTIFICATE OF AUTHORIZATION: 8115

DATE: 2/15/2018

PROJECT NO.: 60430213



DESIGN ENGINEER: Michael A. Holt, P.E.

FL. LICENSE NO.: 76111

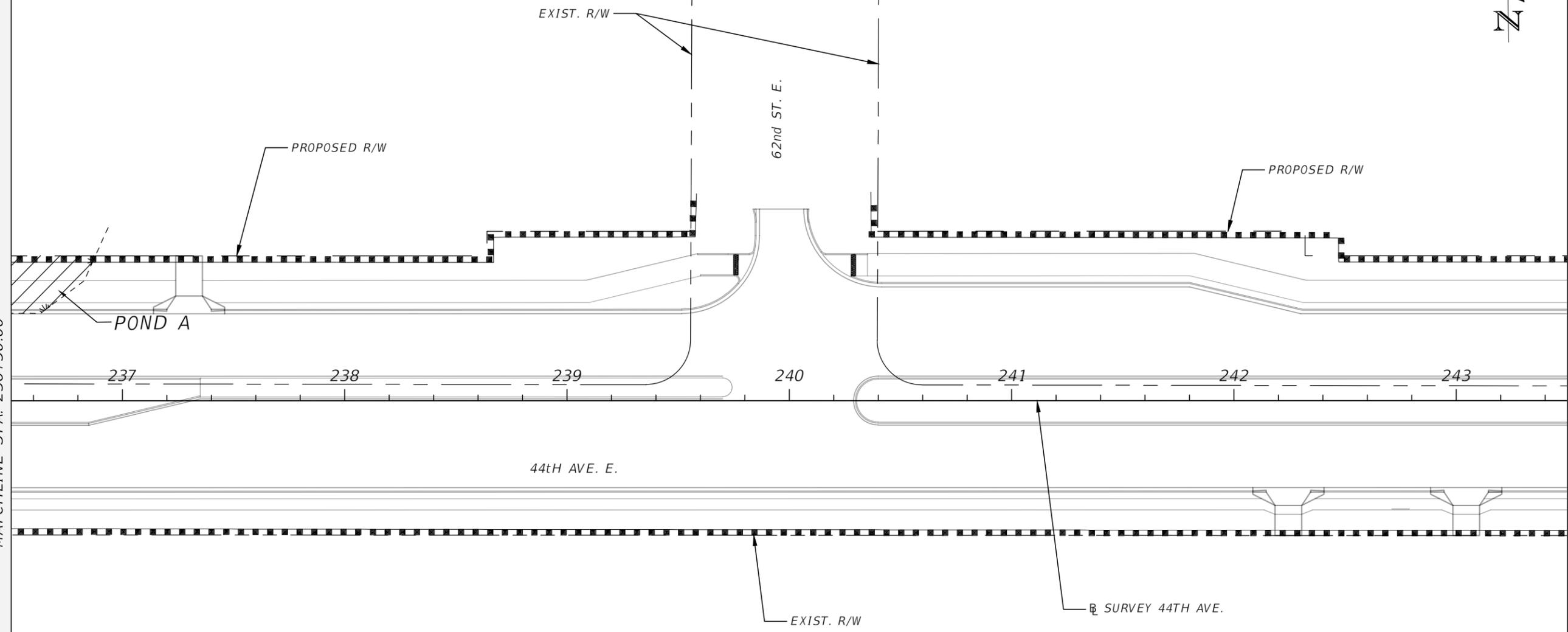
WETLAND IMPACTS - 11

SHEET NO.: 13



MATCHLINE STA. 236+50.00

MATCHLINE STA. 243+50.00



LEGEND	
	SEDIMENT BARRIER
	INLET PROTECTION
	STAKED TURBIDITY BARRIER
	FLOATING TURBIDITY BARRIER
	WETLAND/DITCH/OSW LIMITS
	WETLAND/DITCH/OSW IMPACT

IMPACTS THIS SHEET		
WETLAND/SW /DITCH ID	IMPACT AREA (AC)	TYPE OF IMPACT
POND A	0.02	FILL

No.	REVISIONS	DATE	BY

SCALE: AS NOTED

DESIGNED BY: Michael A. Holt, P.E.
P.E. NO. 76111
AECOM TECHNICAL SERVICES, INC.
7650 WEST COURTNEY CAMPBELL CAUSEWAY
TAMPA, FL 33607-1462
(813) 286-1711
CERTIFICATE OF AUTHORIZATION: 8115

DATE: 2/15/2018

PROJECT NO.: 60430213



DESIGN ENGINEER: Michael A. Holt, P.E.

FL. LICENSE NO.: 76111

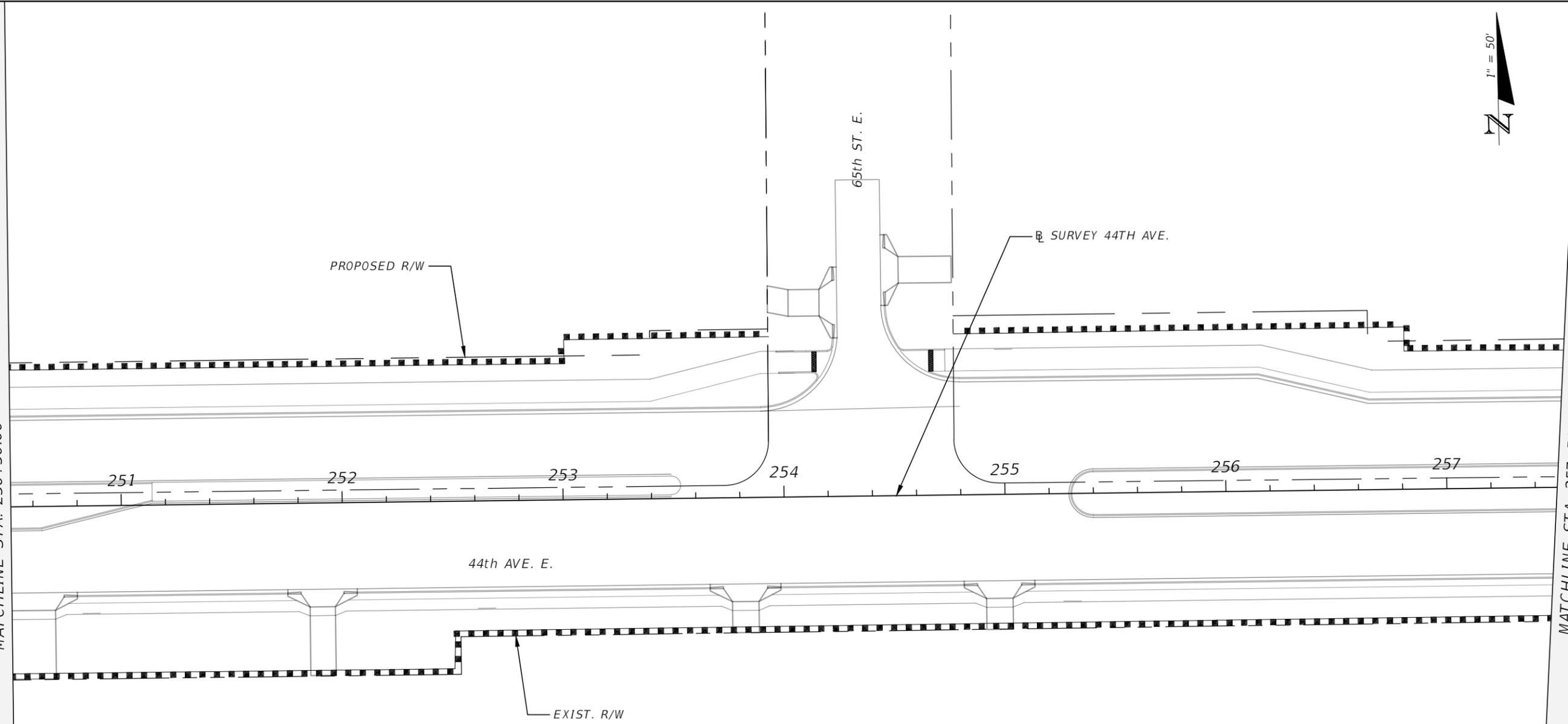
WETLAND IMPACTS - 12

SHEET NO.: 14



MATCHLINE STA. 250+50.00

MATCHLINE STA. 257+50.00



LEGEND	
	SEDIMENT BARRIER
	INLET PROTECTION
	STAKED TURBIDITY BARRIER
	FLOATING TURBIDITY BARRIER
	WETLAND/DITCH/OSW LIMITS
	WETLAND/DITCH/OSW IMPACT

NO IMPACTS THIS SHEET

No.	REVISIONS	DATE	BY

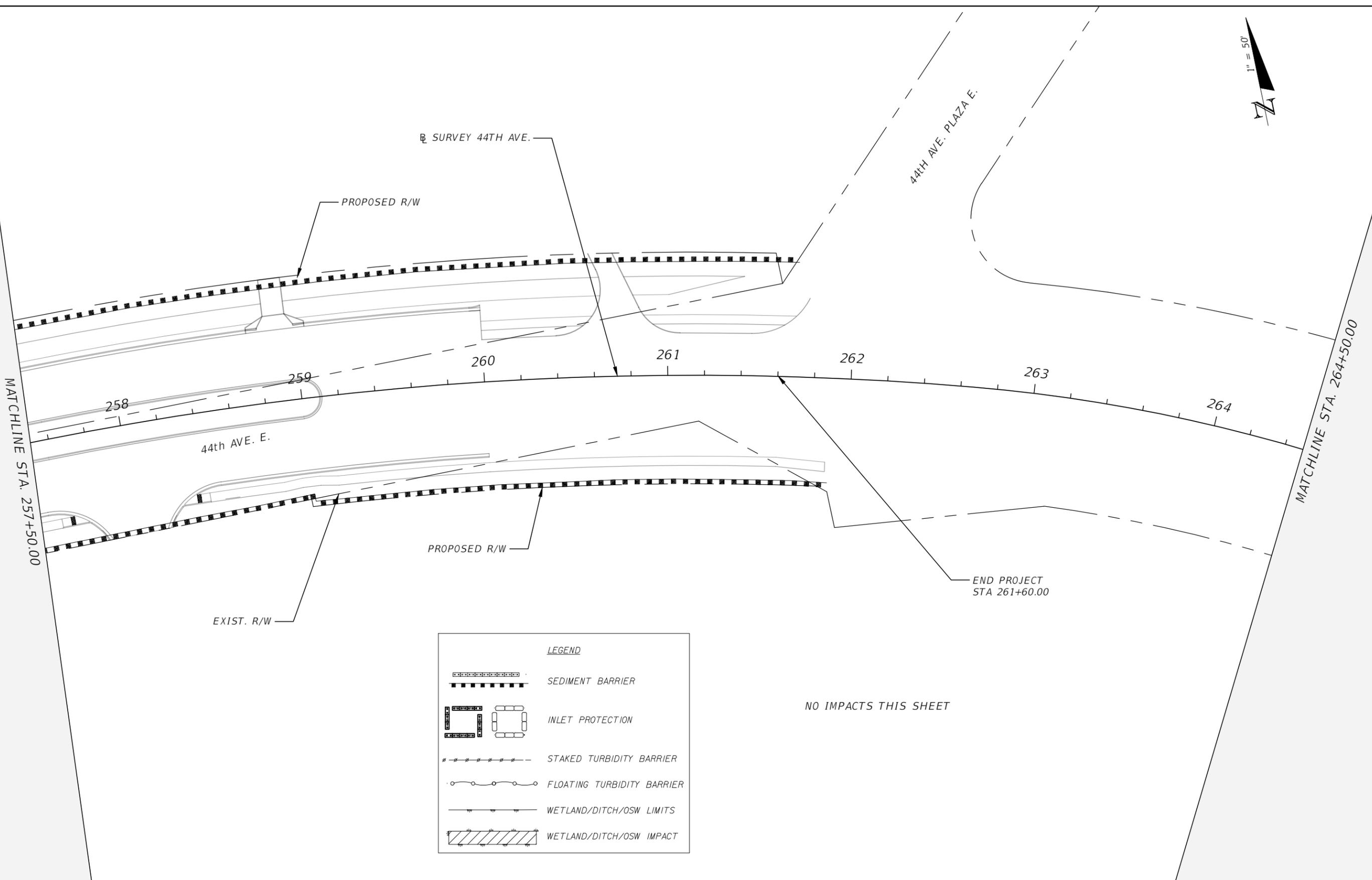
SCALE	AS NOTED	DESIGNED BY	Michael A. Holt, P.E. P.E. NO. 76111 AECOM TECHNICAL SERVICES, INC. 7650 WEST COURTNEY CAMPBELL CAUSEWAY TAMPA, FL 33607-1462 (813) 286-1711 CERTIFICATE OF AUTHORIZATION: 8115
DATE	2/15/2018	PROJECT NO.	60430213



DESIGN ENGINEER	Michael A. Holt, P.E.
FL. LICENSE NO.	76111

WETLAND IMPACTS - 14

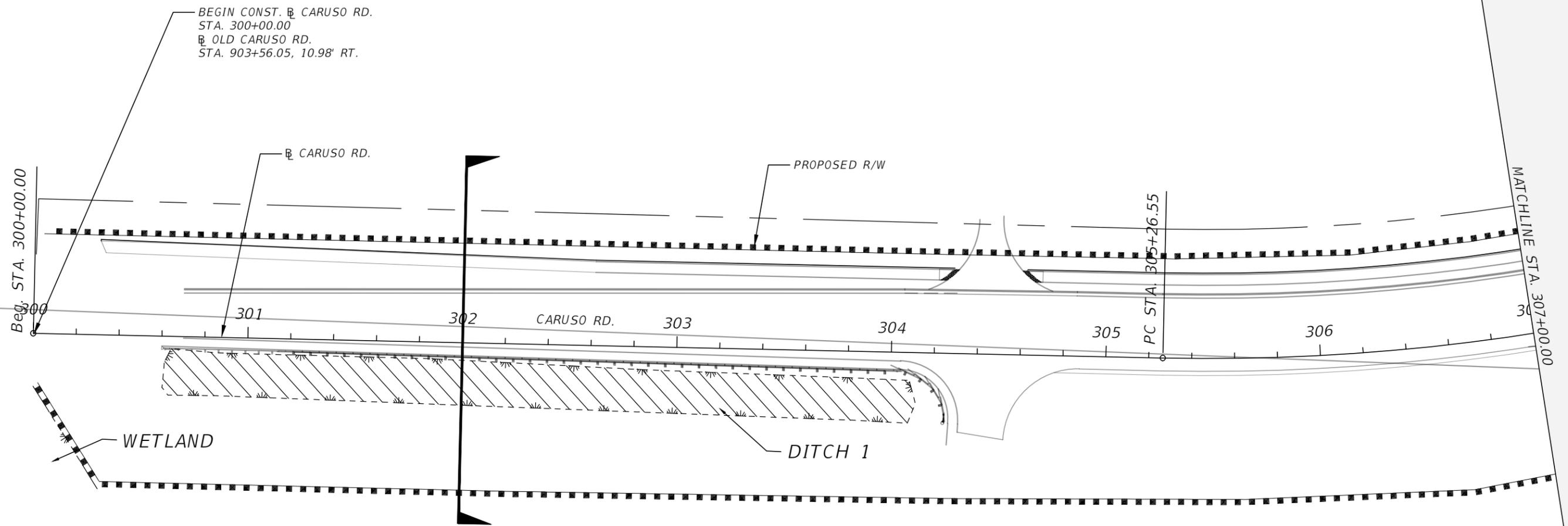
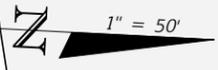
SHEET NO.	16
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LEGEND	
	SEDIMENT BARRIER
	INLET PROTECTION
	STAKED TURBIDITY BARRIER
	FLOATING TURBIDITY BARRIER
	WETLAND/DITCH/OSW LIMITS
	WETLAND/DITCH/OSW IMPACT

NO IMPACTS THIS SHEET

No.	REVISIONS	DATE	BY	SCALE	AS NOTED	DESIGNED BY	Michael A. Holt, P.E. P.E. NO. 76111 AECOM TECHNICAL SERVICES, INC. 7650 WEST COURTNEY CAMPBELL CAUSEWAY TAMPA, FL 33607-1462 (813) 286-1711 CERTIFICATE OF AUTHORIZATION: 8115	DATE	2/15/2018	 PUBLIC WORKS DEPARTMENT ENGINEERING SERVICES 1022 26th Avenue East, Bradenton, FL 34208 Floyd, Cindy	DESIGN ENGINEER	Michael A. Holt, P.E.	WETLAND IMPACTS - 15	SHEET NO.	17
						DRAWN BY		PROJECT NO.	60430213		FL. LICENSE NO.	76111			
						CHECKED BY									



LEGEND

	SEDIMENT BARRIER
	INLET PROTECTION
	STAKED TURBIDITY BARRIER
	FLOATING TURBIDITY BARRIER
	WETLAND/DITCH/OSW LIMITS
	WETLAND/DITCH/OSW IMPACT

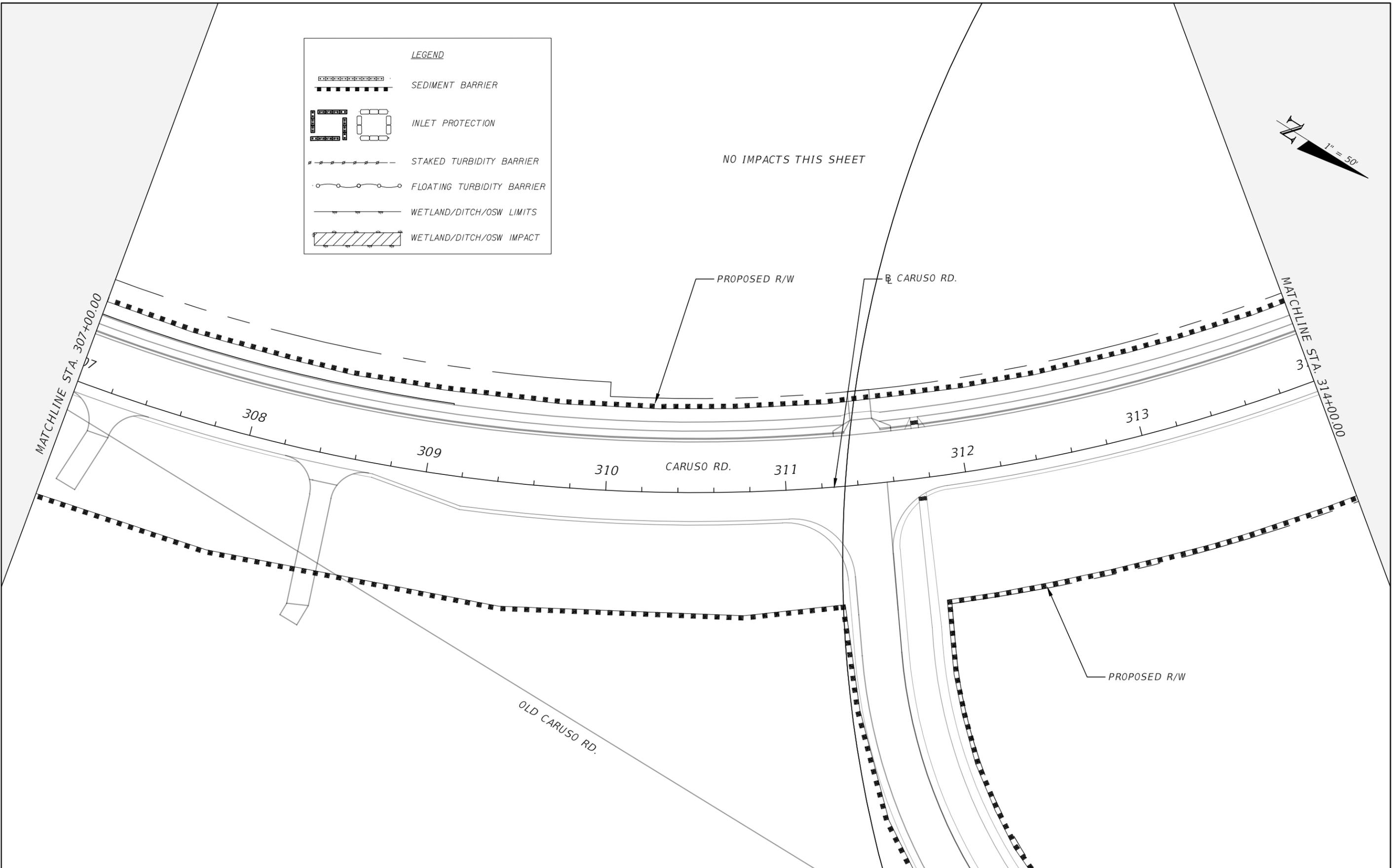
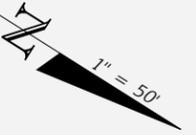
IMPACTS THIS SHEET

WETLAND/SW /DITCH ID	IMPACT AREA (AC)	TYPE OF IMPACT
DITCH 1	0.16	FILL

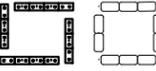
No.	REVISIONS	DATE	BY	SCALE	DATE	 PUBLIC WORKS DEPARTMENT ENGINEERING SERVICES 1022 26th Avenue East, Bradenton, FL 34208 Floyd, Cindy	DESIGN ENGINEER	WETLAND IMPACTS - 16	SHEET NO.
				AS NOTED	2/15/2018		Michael A. Holt, P.E.		
				DESIGNED BY	PROJECT NO.		FL. LICENSE NO.		18
				AECOM TECHNICAL SERVICES, INC. 7650 WEST COURTNEY CAMPBELL CAUSEWAY TAMPA, FL 33607-1462 (813) 286-1711 CERTIFICATE OF AUTHORIZATION: 8115	60430213		76111		

LEGEND	
	SEDIMENT BARRIER
	INLET PROTECTION
	STAKED TURBIDITY BARRIER
	FLOATING TURBIDITY BARRIER
	WETLAND/DITCH/OSW LIMITS
	WETLAND/DITCH/OSW IMPACT

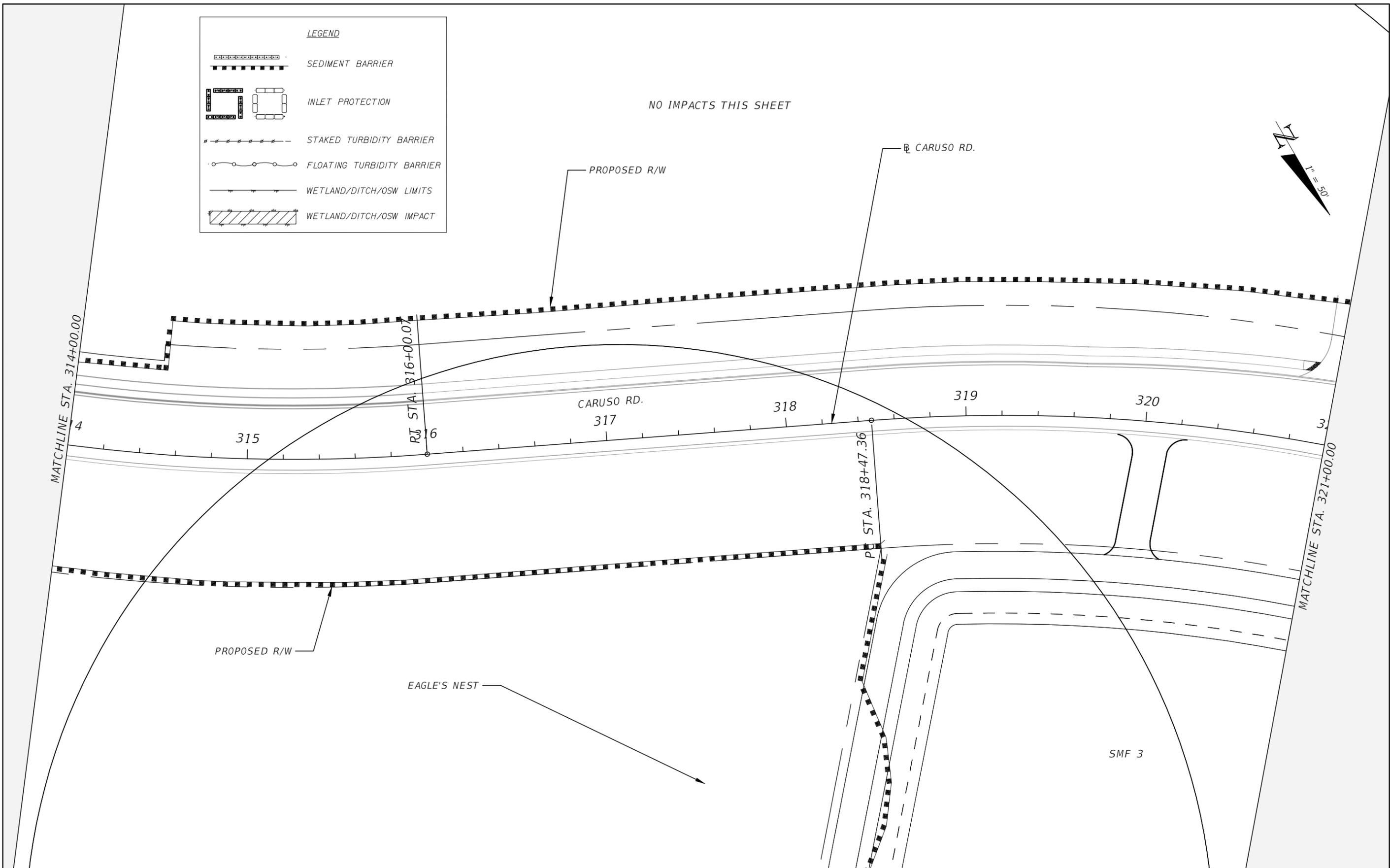
NO IMPACTS THIS SHEET



No.	REVISIONS	DATE	BY	SCALE	AS NOTED	DESIGNED BY	Michael A. Holt, P.E. P.E. NO. 76111 AECOM TECHNICAL SERVICES, INC. 7650 WEST COURTNEY CAMPBELL CAUSEWAY TAMPA, FL 33607-1462 (813) 286-1711 CERTIFICATE OF AUTHORIZATION: 8115	DATE	2/15/2018	 PUBLIC WORKS DEPARTMENT ENGINEERING SERVICES 1022 26th Avenue East, Bradenton, FL 34208 Floyd, Cindy	DESIGN ENGINEER	Michael A. Holt, P.E.	WETLAND IMPACTS - 17	SHEET NO.	19
							PROJECT NO.	60430213	FL. LICENSE NO.		76111				

LEGEND	
	SEDIMENT BARRIER
	INLET PROTECTION
	STAKED TURBIDITY BARRIER
	FLOATING TURBIDITY BARRIER
	WETLAND/DITCH/OSW LIMITS
	WETLAND/DITCH/OSW IMPACT

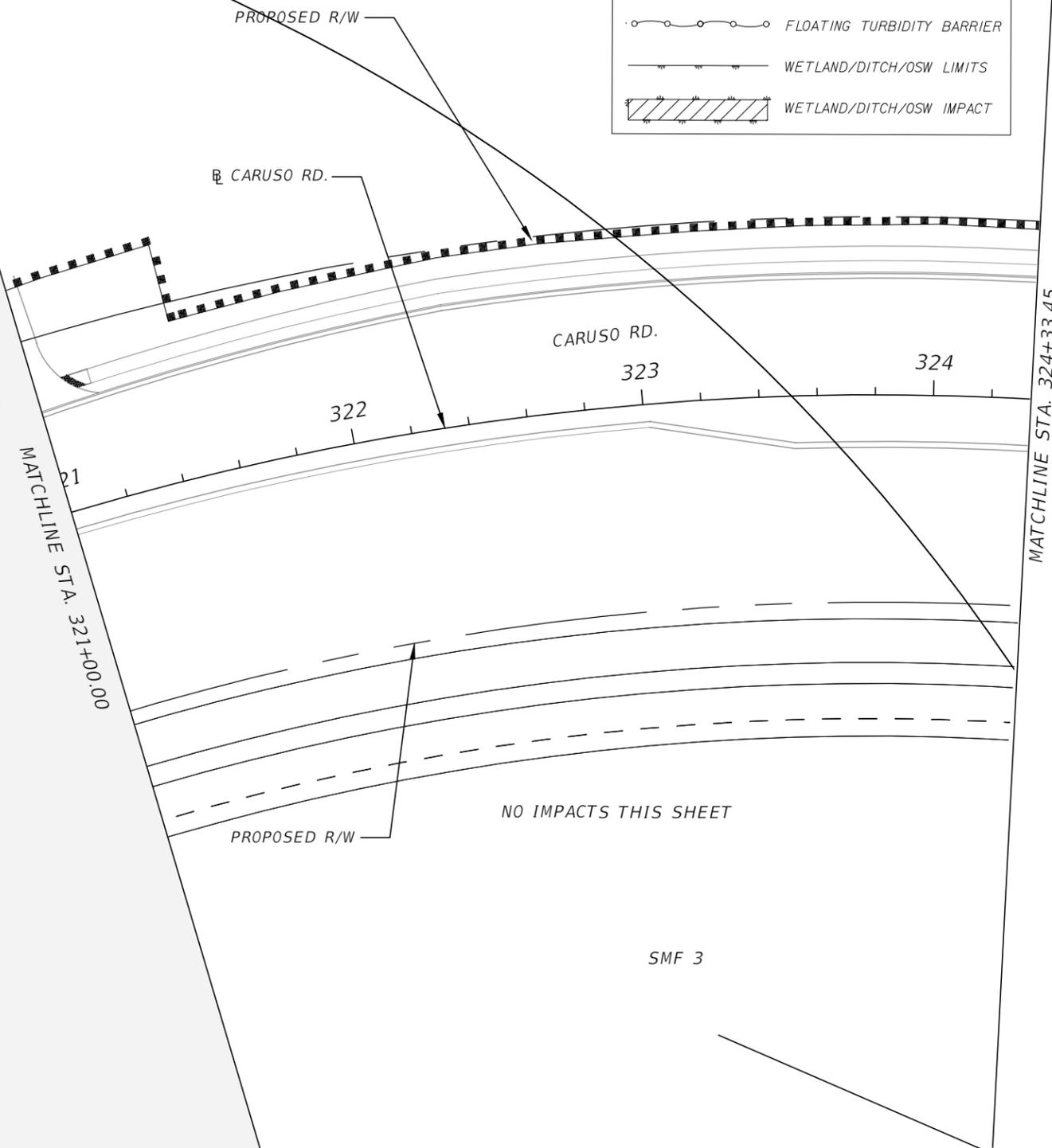
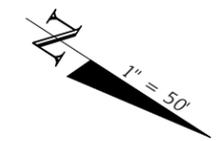
NO IMPACTS THIS SHEET



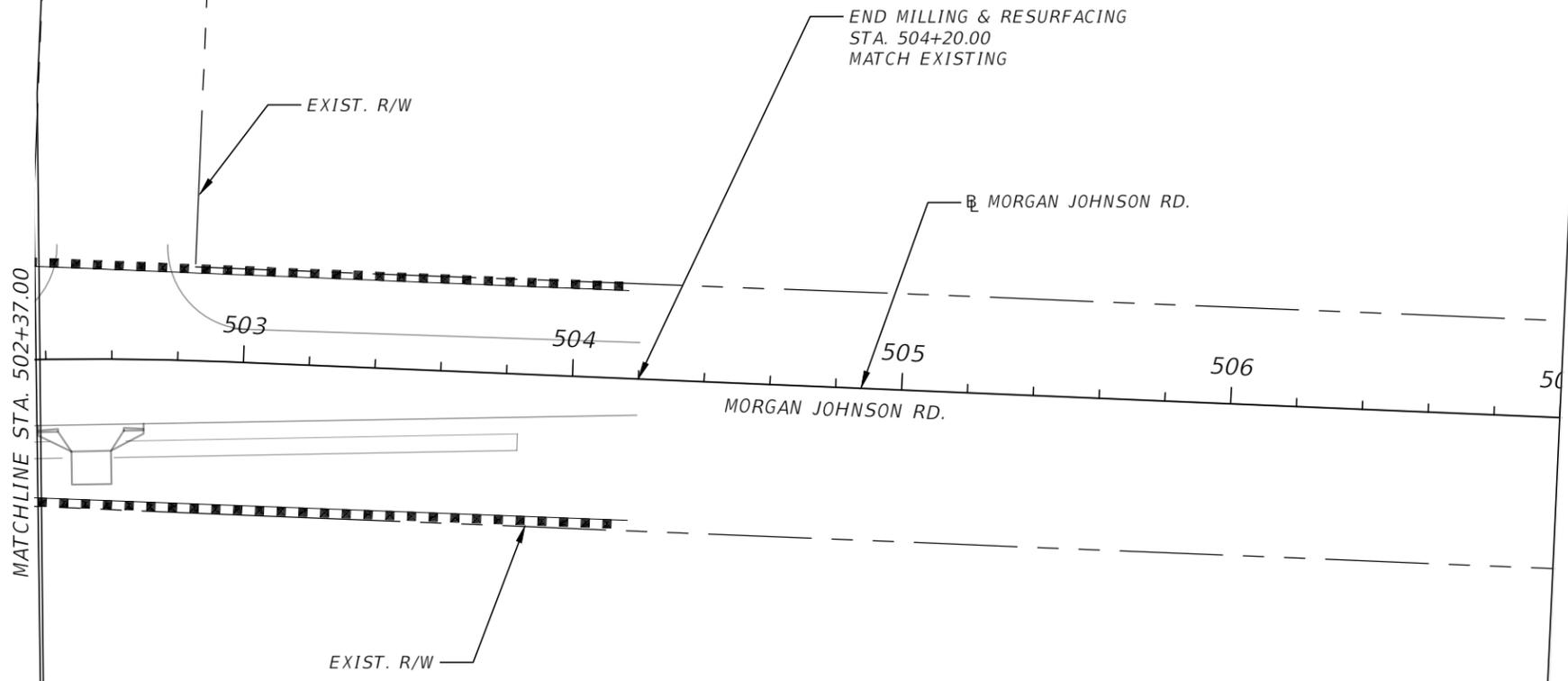
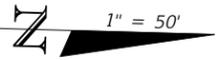
No.	REVISIONS	DATE	BY	SCALE	AS NOTED	DESIGNED BY	Michael A. Holt, P.E. P.E. NO. 76111 AECOM TECHNICAL SERVICES, INC. 7650 WEST COURTNEY CAMPBELL CAUSEWAY TAMPA, FL 33607-1462 (813) 286-1711 CERTIFICATE OF AUTHORIZATION: 8115	DATE	2/15/2018	 PUBLIC WORKS DEPARTMENT ENGINEERING SERVICES 1022 26th Avenue East, Bradenton, FL 34208 Floyd, Cindy	DESIGN ENGINEER	Michael A. Holt, P.E.	WETLAND IMPACTS - 18	SHEET NO.	20
							PROJECT NO.	60430213	FL. LICENSE NO.		76111				

LEGEND

	SEDIMENT BARRIER
	INLET PROTECTION
	STAKED TURBIDITY BARRIER
	FLOATING TURBIDITY BARRIER
	WETLAND/DITCH/OSW LIMITS
	WETLAND/DITCH/OSW IMPACT



				SCALE AS NOTED	DESIGNED BY Michael A. Holt, P.E. P.E. NO. 76111 AECOM TECHNICAL SERVICES, INC. 7650 WEST COURTNEY CAMPBELL CAUSEWAY TAMPA, FL 33607-1462 (813) 286-1711 CERTIFICATE OF AUTHORIZATION: 8115	DATE 2/15/2018	 PUBLIC WORKS DEPARTMENT ENGINEERING SERVICES 1022 26th Avenue East, Bradenton, FL 34208	DESIGN ENGINEER Michael A. Holt, P.E.	WETLAND IMPACTS - 19	SHEET NO. 21
				DRAWN BY	PROJECT NO. 60430213	FL. LICENSE NO. 76111				
No.	REVISIONS	DATE	BY	CHECKED BY						



NO IMPACTS THIS SHEET

LEGEND

	SEDIMENT BARRIER
	INLET PROTECTION
	STAKED TURBIDITY BARRIER
	FLOATING TURBIDITY BARRIER
	WETLAND/DITCH/OSW LIMITS
	WETLAND/DITCH/OSW IMPACT

			SCALE AS NOTED	DESIGNED BY Michael A. Holt, P.E. P.E. NO. 76111	DATE 2/15/2018	 PUBLIC WORKS DEPARTMENT ENGINEERING SERVICES 1022 26th Avenue East, Bradenton, FL 34208 Floyd, Cindy	DESIGN ENGINEER Michael A. Holt, P.E.	WETLAND IMPACTS - 20	SHEET NO. 22
			DRAWN BY AECOM TECHNICAL SERVICES, INC. 7650 WEST COURTNEY CAMPBELL CAUSEWAY TAMPA, FL 33607-1462 (813) 286-1711	PROJECT NO. 60430213	FL. LICENSE NO. 76111				
No.	REVISIONS	DATE	BY	CHECKED BY CERTIFICATE OF AUTHORIZATION: 8115					



Southwest Florida Water Management District

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

An Equal
Opportunity
Employer

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

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

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

January 31, 2018

Manatee County
Attn: Sia Mollanazar, P.E.
1022 26th Ave. E.
Bradenton, FL 34208

Subject: **Consolidated Notice of Intended Agency Action - Approval
ERP Individual Construction and State-Owned Submerged Lands
Public Easement**

B.O.T. File No: N/A
SOV Record No: 40221.0
Project Name: 44th Ave E (45th St Ave Plaza E)
App ID/Permit No: 735954 / 43035341.009
County: Manatee
Sec/Twp/Rge: S10/T35S/R18E, S03/T35S/R18E, S04/T35S/R18E,
S09/T35S/R18E, S02/T35S/R18E

Dear Permittee(s):

The Southwest Florida Water Management District (District) has completed its review of the application for Environmental Resource Permit. Based upon a review of the information you have submitted, the District hereby gives notice of its intended approval of the application.

The File of Record associated with this application can be viewed at <http://www18.swfwmd.state.fl.us/erp/erp/search/ERPSearch.aspx> and is also available for inspection Monday through Friday, except for District holidays, from 8:00 a.m. through 5:00 p.m. at the District's Tampa Service Office, 7601 U.S. Highway 301 North, Tampa, Florida 33637.

If you have any questions or concerns regarding the application or any other information, please contact the Environmental Resource Permit Bureau in the Tampa Service Office.

Sincerely,

Michelle K. Hopkins, P.E.
Bureau Chief
Environmental Resource Permit Bureau
Regulation Division

cc: U. S. Army Corps of Engineers
Tia Norman
Michael Holt, P.E., AECOM



Southwest Florida Water Management District

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

An Equal
Opportunity
Employer

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

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

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

January 31, 2018

Manatee County
Attn: Sia Mollanazar, P.E.
1022 26th Ave. E.
Bradenton, FL 34208

Subject: **Consolidated Notice of Agency Action - Approval
ERP Individual Construction and State-Owned Submerged Lands
Public Easement**

B.O.T. File No: N/A
SOV Record No: 40221.0
Project Name: 44th Ave E (45th St Ave Plaza E)
App ID/Permit No: 735954 / 43035341.009
County: Manatee
Sec/Twp/Rge: S10/T35S/R18E, S03/T35S/R18E, S04/T35S/R18E,
S09/T35S/R18E, S02/T35S/R18E

Dear Permittee(s):

The Southwest Florida Water Management District (District) is in receipt of your application for the Environmental Resource Permit. Based upon a review of the information you submitted, the application is approved.

Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's agency action on the permit application described in this letter.

The District has requested that the Department of Environmental Protection's Recurring Revenue Section of the Bureau of Public Land Administration prepare the Standard Lease instrument. A permit condition prohibits construction on the sovereign submerged lands until this instrument has been fully executed.

If approved construction plans are part of the permit, construction must be in accordance with these plans. These drawings are available for viewing or downloading through the District's Application and Permit Search Tools located at www.WaterMatters.org/permits.

The District's action in this matter only becomes closed to future legal challenges from members of the public if such persons have been properly notified of the District's action and no person objects to the District's action within the prescribed period of time following the notification. The District does not publish notices of agency action. If you wish to limit the time within which a person who does not receive actual written notice from the District may request an administrative hearing regarding this action, you are strongly encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Publishing notice of agency action will close the window for filing a petition for hearing. Legal requirements and instructions for publishing notices of agency action, as well as a noticing form that can be used, are available from the District's website at www.WaterMatters.org/permits/noticing. If you publish notice of agency action, a copy of the affidavit of publication provided by the newspaper should be sent to the District's Tampa Service Office for retention in this permit's File of Record.

If you have any questions or concerns regarding your permit or any other information, please contact the Environmental Resource Permit Bureau in the Tampa Service Office.

Sincerely,

Michelle K. Hopkins, P.E.
Bureau Chief
Environmental Resource Permit Bureau
Regulation Division

Enclosures: Approved Permit w/Conditions Attached
 [As-Built Certification and Request for Conversion to Operation Phase](#)
 Notice of Authorization to Commence Construction
 Notice of Rights

cc: U. S. Army Corps of Engineers
 Tia Norman
 Michael Holt, P.E., AECOM

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
CONSOLIDATED ENVIRONMENTAL RESOURCE PERMIT (ERP) AND
STATE-OWNED SUBMERGED LAND AUTHORIZATION (SL)
INDIVIDUAL CONSTRUCTION
PERMIT NO. 43035341.009
AND
STATE-OWNED SUBMERGED LANDS PUBLIC EASEMENT**

EXPIRATION DATE: January 31, 2023
SL EXPIRATION DATE:

PERMIT ISSUE DATE: January 31, 2018

This permit is issued under the provisions of Chapter 373, Florida Statutes, (F.S.), and the Rules contained in Chapter 62-330, Florida Administrative Code, (F.A.C.). The permit authorizes the Permittee to proceed with the construction of a surface water management system in accordance with the information outlined herein and shown by the application, approved drawings, plans, specifications, and other documents, attached hereto and kept on file at the Southwest Florida Water Management District (District). Unless otherwise stated by permit specific condition, permit issuance constitutes certification of compliance with state water quality standards under Section 401 of the Clean Water Act, 33 U.S.C. 1341. All construction, operation and maintenance of the surface water management system authorized by this permit shall occur in compliance with Florida Statutes and Administrative Code and the conditions of this permit.

Authorization is granted to use state-owned submerged lands as outlined herein and shown by the application, approved drawings, plans, and other documents attached hereto and kept on file at the District under the provisions of Chapters 253 and 258, F.S., and Chapters 18-20 and 18-21, F.A.C., as well as the policies of the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees). This approval does not disclaim any title interests that the Board of Trustees may have in the project site. Any subsequent authorizations by the Board of Trustees or its designated agents may contain conditions necessary to satisfy the fiduciary responsibilities of the Board of Trustees as well as other applicable statutory or rule requirements implemented by the Department of Environmental Protection's Division of State Lands or other governmental agencies authorized by Florida Statutes.

PROJECT NAME: 44th Ave E (45th St Ave Plaza E)

GRANTED TO: Manatee County
Attn: Sia Mollanazar, P.E.
1022 26th Ave. E.
Bradenton, FL 34208

OTHER PERMITTEES: N/A

ABSTRACT: This permit authorizes the construction of a stormwater management system serving the proposed extension and widening of 44th Avenue East (from 45th Street East to 44th Avenue Plaza East) in Manatee County, Florida. The improvements include a new bridge across the Braden River and realignment of Caruso Road. Water quality treatment will be provided by three (3) proposed wet detention ponds. Information regarding the stormwater management system, 100-year floodplain, wetlands and/or surface waters is stated below and on the permitted construction drawings for the project.

OP. & MAIN. ENTITY: Manatee County

OTHER OP. & MAIN. ENTITY: N/A

COUNTY: Manatee

WATERBODY NAME: BRADEN RIVER

AQUATIC PRESERVE: Non Applicable

SEC/TWP/RGE: S10/T35S/R18E, S03/T35S/R18E, S04/T35S/R18E, S09/T35S/R18E,
S02/T35S/R18E

**TOTAL ACRES OWNED
OR UNDER CONTROL:** 52.52
PROJECT SIZE: 52.52 Acres
LAND USE: Road Projects
DATE APPLICATION FILED: October 14, 2016
AMENDED DATE: N/A

I. Water Quantity/Quality

POND No.	Area Acres @ Top of Bank	Treatment Type
1	1.06	MAN-MADE WET DETENTION
2	0.88	MAN-MADE WET DETENTION
3	5.67	MAN-MADE WET DETENTION
	Total: 7.61	

Water Quality/Quantity Comments:

The project consists of the extension/widening of 44th Avenue East (from 45th Street East to 44th Avenue Plaza East) including a new bridge across the Braden River and realignment of Caruso Road. Water quality treatment for the project will be provided by proposed wet detention Ponds 1, 2 and 3. Attenuation is not required due to discharge to tidally influenced waters.

This ERP 43035341.009 also modifies ERP 43035341.001 entitled 'Manatee County - 44th Avenue East from 30th Street East to 45th Street East'. Wet detention Pond B-1 previously permitted under ERP 43035341.001 is replaced by proposed wet detention Pond 1.

The project is located within the watershed of a waterbody (WBID 1901/Williams Creek) that is verified as impaired for dissolved oxygen. The surface water management system design implements mitigation measures that will cause net improvement of the water quality in the receiving waters for those parameters which do not meet standards.

Elevations referenced on the construction plans are based on the 1988 North American Geodetic Vertical Datum (NAVD).

A mixing zone is not required.

A variance is not required.

II. 100-Year Floodplain

Encroachment (Acre-Feet of fill)	Compensation (Acre-Feet of excavation)	Compensation Type	Encroachment Result* (feet)
5.92	0.00	Storage Modeling	N/A

Floodplain Comments:

Site specific drainage modeling was used to demonstrate no adverse flooding impacts. A no-rise certification report was also provided for the proposed bridge over the Braden River.

*Depth of change in flood stage (level) over existing receiving water stage resulting from floodplain encroachment caused by a project that claims Minimal Impact type of compensation.

III. Environmental Considerations

Wetland/Other Surface Water Information

Wetland/Other Surface Water Name	Total Acres	Not Impacted Acres	Permanent Impacts		Temporary Impacts	
			Acres	Functional Loss*	Acres	Functional Loss*
Wetland A-1	1.17	0.11	0.89	0.11	0.17	0.00
Wetland A-2	1.08	0.12	0.81	0.10	0.15	0.00
Wetland B	0.04	0.00	0.04	0.01	0.00	0.00
Ditch 1	0.16	0.00	0.16	0.00	0.00	0.00
River 1	2.68	0.40	1.73	0.00	0.55	0.00
Ditch 2	0.93	0.00	0.93	0.00	0.00	0.00
Ditch 3	0.04	0.00	0.04	0.00	0.00	0.00
Ditch 4	0.03	0.00	0.03	0.00	0.00	0.00
Ditch 5	0.47	0.00	0.47	0.00	0.00	0.00
Pond A	0.09	0.00	0.09	0.00	0.00	0.00
Total:	6.69	0.63	5.19	0.22	0.87	0.00

* For impacts that do not require mitigation, their functional loss is not included.

Wetland/Other Surface Water Comments:

There are 2.25 acres of saltwater marsh (FLUCCS 642), 0.04 acre of wetland scrub (FLUCCS 631), 2.68 acres of streams and waterways (Braden River, FLUCCS 510), 1.63 acres of upland dug ditches (FLUCCS 510), and 0.09 acre of upland dug ponds (FLUCCS 534) located within the project area for this permit. There are 1.14 acres of permanent shading impacts, 0.32 acre of temporary shading impacts, 0.06 acre of permanent filling impacts, and 0.50 acre of secondary impacts to saltwater marsh (Wetlands A-1 and A-2), 0.04 acre of permanent filling impacts to wetland scrub (Wetland B), 0.55 acre of temporary shading impacts, 1.71 acres of permanent shading impacts, and 0.02 acre of permanent filling impacts to streams and waterways (Braden River), 1.63 acres of permanent filling impacts to other surface water ditches (Ditches 1-5), and 0.09 acre of permanent filling impacts to other surface water ponds (Pond A) associated with the construction activities authorized in this permit.

Mitigation Information

Name	Creation		Enhancement		Preservation		Restoration		Enhancement +Preservation		Other	
	Acres	Functional Gain	Acres	Functional Gain	Acres	Functional Gain	Acres	Functional Gain	Acres	Functional Gain	Acres	Functional Gain
Tampa Bay Mitigation Bank	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.21
Tampa Bay Mitigation Bank	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.01
Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.22

Mitigation Comments:

Wetland mitigation for the 1.14 acres of permanent shading impacts, 0.06 acre of permanent filling impacts, and 0.50 acre of secondary impacts to saltwater marsh (Wetlands A-1 and A-2) and 0.04 acre of permanent filling impacts to wetland scrub (Wetland B), will be provided by the purchase of 0.21 saltwater herbaceous and 0.01 freshwater herbaceous credits from the Tampa Bay Mitigation Bank, ERP No. 43020546.010. The result of the UMAM analysis determined that the mitigation provided by the permit adequately offsets the projects proposed impacts to functional wetland habitat.

Wetland mitigation is not required for the 0.32 acre of temporary shading impacts to saltwater marsh (Wetlands A-1 and A-2), 0.09 acre of permanent filling impacts to other surface water ponds (Pond A), and the 0.55 acre of temporary shading impacts, 1.71 acres of permanent shading impacts, and 0.02 acre of permanent filling impacts to streams and waterways (Braden River) pursuant to Subsection 10.2.2 of the A.H.V.I. Under this subsection, wetland mitigation is not required for impacts that have been determined to be de minimis to fish, wildlife, and listed species.

Wetland mitigation is not required for the 1.63 acres of permanent filling impacts to other surface water ditches (Ditches 1-5) pursuant to Subsection 10.2.2.2 of the Environmental Resource Applicant's Handbook Volume 1 (A.H.V.I). Under this Subsection, wetland mitigation is not required for impacts to upland dug ditches that do not provide significant habitat for threatened or endangered species and were not constructed to divert natural stream flow.

IV. State-Owned Submerged Lands

Activity	Preempted Area (Square Feet)	Dredged (Cubic Yards)	Shoreline Length (Linear Feet)
Public Easement	165837	0	425
Totals:	165837	0	425

Total Slips: 0

Comments: The proposed bridge will require a Sovereign Submerged Land Public Easement pursuant to Chapter 18-21.005(1)(e)(2), F.A.C. The right of way for the bridge encompasses 165,837 square feet of sovereign submerged land, which is located on the Braden River, a Class III Florida Waterbody.

Specific Conditions

1. If the ownership of the project area covered by the subject permit is divided, with someone other than the Permittee becoming the owner of part of the project area, this permit may be terminated, unless the terms of the permit are modified by the District or the permit is transferred pursuant to Rule 40D-1.6105, F.A.C. In such situations, each land owner shall obtain a permit (which may be a modification of this permit) for the land owned by that person. This condition shall not apply to the division and sale of lots or units in residential subdivisions or condominiums.
2. The Permittee shall retain the design professional registered or licensed in Florida, to conduct on-site observations of construction and assist with the as-built certification requirements of this project. The Permittee shall inform the District in writing of the name, address and phone number of the design professional so employed. This information shall be submitted prior to construction.
3. The following boundaries, as shown on the approved construction drawings, shall be clearly delineated on the site prior to initial clearing or grading activities:
 - a. wetland and surface water areas
 - b. limits of approved wetland and surface water impacts

The delineation shall endure throughout the construction period and be readily discernible to construction and District personnel.

4. All construction is prohibited within the permitted project area until the Permittee acquires legal ownership or legal control of the project area as delineated in the permitted construction drawings.
5. The removal of littoral shelf vegetation (including cattails) from wet detention ponds is prohibited unless otherwise approved by the District. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Any questions regarding authorized activities within the wet detention ponds shall be addressed to the District's Engineering Manager at the Tampa Service Office.
6. The Permittee shall comply with the following conditions intended to protect manatees from direct project effects:
 - a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. 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, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
 - b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a 4-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.

c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.

d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.

e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida and to FWC at ImperiledSpecies@myFWC.com.

f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs shall be removed by the Permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 1/2 by 11 " explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to the email address listed above.

7. This Permit No. 430354341.009, amends the previously issued Permit No. 43035341.001, and adds conditions. All other original permit conditions remain in effect. in effect.
8. Certification of compliance with state water quality standards under Section 401 of the Clean Water Act, 33 U.S.C. 1341 is waived.
9. If limestone bedrock is encountered during construction of the stormwater management system, the District must be notified and construction in the affected area shall cease.
10. The Permittee shall notify the District of any sinkhole development in the stormwater management system within 48 hours of discovery and must submit a detailed sinkhole evaluation and repair plan for approval by the District within 30 days of discovery.
11. The Permitted Plan Set for this project includes the set received by the District on January 11, 2018; Sheets B-7 through B-12 received on January 11, 2018; and Sheets 1 through 28 received on February 7, 2017.
12. The operation and maintenance entity shall provide for the inspection of the permitted project after conversion of the permit to the operation and maintenance phase. For systems utilizing wet detention the inspections shall be performed five (5) years after operation is authorized and every five (5) years thereafter.

The operation and maintenance entity must maintain a record of each inspection, including the date of inspection, the name and contact information of the inspector, whether the system was functioning as designed and permitted, and make such record available upon request of the District.

Within 30 days of any failure of a stormwater management system or deviation from the permit, an inspection report shall be submitted using Form 62-330.311(1), "Operation and Maintenance Inspection Certification" describing the remedial actions taken to resolve the failure or deviation.

13. District staff must be notified in advance of any proposed construction dewatering. If the dewatering activity is likely to result in offsite discharge or sediment transport into wetlands or surface waters, a written dewatering plan must either have been submitted and approved with the permit application or submitted to the District as a permit prior to the dewatering event as a permit modification. A water use permit may be required prior to any use exceeding the thresholds in Chapter 40D-2, F.A.C.
14. Off-site discharges during construction and development shall be made only through the facilities authorized by this permit. Water discharged from the project shall be through structures having a mechanism suitable for regulating upstream stages. Stages may be subject to operating schedules satisfactory to the District.
15. The permittee shall complete construction of all aspects of the stormwater management system, including wetland compensation (grading, mulching, planting), water quality treatment features, and discharge control facilities prior to beneficial occupancy or use of the development being served by this system.
16. All stormwater management systems shall be operated to conserve water in order to maintain environmental quality and resource protection; to increase the efficiency of transport, application and use; to decrease waste; to minimize unnatural runoff from the property and to minimize dewatering of offsite property.
17. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the occupation of the site or operation of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of that phase or portion of the system to a local government or other responsible entity.
18. This permit is valid only for the specific processes, operations and designs indicated on the approved drawings or exhibits submitted in support of the permit application. Any substantial deviation from the approved drawings, exhibits, specifications or permit conditions, including construction within the total land area but outside the approved project area(s), may constitute grounds for revocation or enforcement action by the District, unless a modification has been applied for and approved. Examples of substantial deviations include excavation of ponds, ditches or sump areas deeper than shown on the approved plans.
19. The Permittee shall not begin construction within the project area until the Tampa Bay Mitigation Bank has received a permit modification authorizing the withdrawal of 0.21 saltwater herbaceous credits and 0.01 freshwater herbaceous credits from mitigation bank permit number 43020546.010, and a copy of this modification is provided to the District, or this permit has been modified to provide an equivalent level of mitigation to be completed by the Permittee. Initiation of construction prior to issuance of the required permit modification shall be a violation of this permit.
20. The District has requested that the Department of Environmental Protection's Recurring Revenue Section of the Bureau of Land Administration (DEP) prepare the proprietary public easement instrument. The Permittee shall not commence construction in, on or over sovereign submerged lands until this instrument has been executed to the satisfaction of the District and in accordance with this approved ERP No. 43035341.009, entitled 44th Ave E (45th St Ave Plaze E). A copy of

the approved DEP public easement shall be forwarded to the Tampa Office, Attention: Environmental Manager.

21. Blasting is not authorized for this project. If the construction methodology changes in the future to include blasting, a modification to the permit is needed. Specific conditions must address impacts to protected marine species if blasting is proposed. Such conditions shall be in the form of an appropriate Blast and Watch Plan, approved by the Florida Fish and Wildlife Conservation Commission, which can be contacted at ImperiledSpecies@myfwc.com.
22. To reduce the risk of entrapment and drowning of manatees, manatee exclusion devices (such as grating) shall be installed and maintained over any existing or proposed pipes or culverts greater than 8 inches, but smaller than 8 feet in diameter that are submerged or partially submerged and reasonably accessible to manatees. If horizontal or vertical bars are used, no more than 8 inch gaps on center shall be allowed. Grates shall be in place at the accessible end(s) during all phases of the construction process and as a final design element to restrict manatee access.
23. During pile-driving activities, the following measures shall be followed:
 - a. At least one observer shall be onsite at all times and dedicated to the task of watching for manatees during the in-water construction work. Observers must have prior on-the-job experience as a dedicated manatee observer, observing for manatees during similar in-water work and shall perform no other duties that may interfere with their ability to observe for protected marine species. All pile-driving activity shall be confined to daylight hours.
 - b. The pile driving activities will use a ramp-up measure. At the start of pile driving, hammers would initially be operated at low levels, then gradually increase to minimum necessary power required for pile installation. Monitoring for protected marine species will occur for 30 minutes prior to pile driving, during pile driving, and for 30 minutes after pile driving ends.
 - c. If the activities appear to harass or injure a protected marine species, then work shall cease immediately and not resume until after consultation with the Florida Fish and Wildlife Conservation Commission (FWC) at ImperiledSpecies@myfwc.com or 850-922-4330. Any additional conservation measures deemed necessary by FWC must be implemented to minimize the risks to protected species.
24. Bald eagle nest MN023 has been documented on the site. The Applicant's consultant has committed to follow the U.S. Fish and Wildlife Service (USFWS) Eagle Management Guidelines (<https://www.fws.gov/southeast/our-services/eagle-technical-assistance/>) unless an eagle permit is issued. Please note that FWC staff is no longer involved in permitting for bald eagles. All pertinent information for eagle permits is available online (<https://www.fws.gov/southeast/our-services/permits/eagles/#national-rules-and-regulations/>) or by contacting the regional USFWS Migratory Bird Office directly at (404) 679-7070 or permitsR4MB@fws.gov.
25. Construction of the bridge over Braden River shall not commence until after the Permittee obtains District approval of a temporary mixing zone (for turbidity during construction) and a water quality monitoring plan (for turbidity during construction). The mixing zone request and water quality monitoring plan shall be submitted by the Permittee to the District as an application for permit modification.

GENERAL CONDITIONS

1. The general conditions attached hereto as Exhibit "A" are hereby incorporated into this permit by reference and the Permittee shall comply with them.

PROPRIETARY GENERAL CONDITIONS

1. The general conditions attached hereto as Exhibit "B" are hereby incorporated by reference and the Permittee shall comply with them.

Michelle K. Hopkins, P.E.

Authorized Signature

EXHIBIT A

GENERAL CONDITIONS:

- 1 The following general conditions are binding on all individual permits issued under this chapter, except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate, project-specific conditions.
 - a. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C., or the permit may be revoked and the permittee may be subject to enforcement action.
 - b. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
 - c. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007)*, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, which are both incorporated by reference in subparagraph 62-330.050(8)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
 - d. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice,"[effective date], incorporated by reference herein (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>), indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C. If available, an Agency website that fulfills this notification requirement may be used in lieu of the form.
 - e. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
 - f. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
 1. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex - "Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
 2. For all other activities - "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
 3. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
 - g. If the final operation and maintenance entity is a third party:
 1. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as- built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction

needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.

2. Within 30 days of submittal of the as-built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
- h. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
- i. This permit does not:
 1. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
 2. Convey to the permittee or create in the permittee any interest in real property;
 3. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
 4. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
- j. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
- k. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
- l. The permittee shall notify the Agency in writing:
 1. Immediately if any previously submitted information is discovered to be inaccurate; and
 2. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.
- m. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
- n. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification

shall be provided in accordance with Section 872.05, F.S. (2012).

- o. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
 - p. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.
 - q. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
 - r. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.
2. In addition to those general conditions in subsection (1) above, the Agency shall impose any additional project-specific special conditions necessary to assure the permitted activities will not be harmful to the water resources, as set forth in Rules 62-330.301 and 62-330.302, F.A.C., Volumes I and II, as applicable, and the rules incorporated by reference in this chapter.

EXHIBIT B

PROPRIETARY GENERAL CONDITIONS

1. 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 state-owned submerged land unless cured to the satisfaction of the Board.
2. Authorizations convey no title to state-owned submerged land or water column, nor do they constitute recognition or acknowledgment of any other person's title to such land or water.
3. 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, FAC.
4. Structures or activities shall be constructed and used to avoid or minimize adverse impacts to state-owned submerged lands and resources.
5. 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, FAC.
6. 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.
7. Structures or activities shall not create a navigational hazard.
8. 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, FAC., within one year, of a structure damaged in a discrete event such as a storm, flood, accident, or fire.
9. 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.

SOUTHWEST FLORIDA
WATER MANAGEMENT DISTRICT

**NOTICE OF
AUTHORIZATION
TO COMMENCE CONSTRUCTION**

44th Ave E (45th St Ave Plaza E)

PROJECT NAME

Road Projects

PROJECT TYPE

Manatee

COUNTY

S10/T35S/R18E...

See Permit for additional STR listings

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

Manatee County

PERMITTEE

APPLICATION ID/PERMIT NO: 735954 / 43035341.009

DATE ISSUED: January 31, 2018



Michelle K. Hopkins, P.E.

Issuing Authority

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

Notice of Rights

ADMINISTRATIVE HEARING

1. You or any person whose substantial interests are or may be affected by the District's intended or proposed action may request an administrative hearing on that action by filing a written petition in accordance with Sections 120.569 and 120.57, Florida Statutes (F.S.), Uniform Rules of Procedure Chapter 28-106, Florida Administrative Code (F.A.C.) and District Rule 40D-1.1010, F.A.C. Unless otherwise provided by law, a petition for administrative hearing must be filed with (received by) the District within 21 days of receipt of written notice of agency action. "Written notice" means either actual written notice, or newspaper publication of notice, that the District has taken or intends to take agency action. "Receipt of written notice" is deemed to be the fifth day after the date on which actual notice is deposited in the United States mail, if notice is mailed to you, or the date that actual notice is issued, if sent to you by electronic mail or delivered to you, or the date that notice is published in a newspaper, for those persons to whom the District does not provide actual notice.
2. Pursuant to Subsection 373.427(2)(c), F.S., for notices of intended or proposed agency action on a consolidated application for an environmental resource permit and use of state-owned submerged lands concurrently reviewed by the District, a petition for administrative hearing must be filed with (received by) the District within 14 days of receipt of written notice.
3. Pursuant to Rule 62-532.430, F.A.C., for notices of intent to deny a well construction permit, a petition for administrative hearing must be filed with (received by) the District within 30 days of receipt of written notice of intent to deny.
4. Any person who receives written notice of an agency decision and who fails to file a written request for a hearing within 21 days of receipt or other period as required by law waives the right to request a hearing on such matters.
5. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding District intended or proposed action is not available prior to the filing of a petition for hearing.
6. A request or petition for administrative hearing must comply with the requirements set forth in Chapter 28-106, F.A.C. A request or petition for a hearing must: (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's intended action or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no material facts in dispute, and (3) otherwise comply with Rules 28-106.201 and 28-106.301, F.A.C. Chapter 28-106, F.A.C. can be viewed at www.flrules.org or at the District's website at www.WaterMatters.org/permits/rules.
7. A petition for administrative hearing is deemed filed upon receipt of the complete petition by the District Agency Clerk at the District's Tampa Service Office during normal business hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding District holidays. Filings with the District Agency Clerk may be made by mail, hand-delivery or facsimile transfer (fax). The District does not accept petitions for administrative hearing by electronic mail. Mailed filings must be addressed to, and hand-delivered filings must be delivered to, the Agency Clerk, Southwest Florida Water Management District, 7601 Highway 301 North, Tampa, FL 33637-6759. Faxed filings must be transmitted to the District Agency Clerk at (813) 367-9776. Any petition not received during normal business hours shall be filed as of 8:00 a.m. on the next business day. The District's acceptance of faxed petitions for filing is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation, available for viewing at www.WaterMatters.org/about.

JUDICIAL REVIEW

1. Pursuant to Sections 120.60(3) and 120.68, F.S., a party who is adversely affected by District action may seek judicial review of the District's action. Judicial review shall be sought in the Fifth District Court of Appeal or in the appellate district where a party resides or as otherwise provided by law.
2. All proceedings shall be instituted by filing an original notice of appeal with the District Agency Clerk within 30 days after the rendition of the order being appealed, and a copy of the notice of appeal, accompanied by any filing fees prescribed by law, with the clerk of the court, in accordance with Rules 9.110 and 9.190 of the Florida Rules of Appellate Procedure (Fla. R. App. P.). Pursuant to Fla. R. App. P. 9.020(h), an order is rendered when a signed written order is filed with the clerk of the lower tribunal.

SELF-CERTIFICATION STATEMENT OF COMPLIANCE

Permit Number: SAJ-2016-03350 (NW-CSH)

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

Telephone Number: _____

Location of the Work: _____

Date Work Started: _____ Date Work Completed: _____

PROPERTY IS inaccessible WITHOUT PRIOR NOTIFICATION: YES _____ NO _____

TO SCHEDULE AN INSPECTION PLEASE CONTACT _____
AT _____

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

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

Describe Mitigation completed (if applicable): _____

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

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

Signature of Permittee

Full Name of Permittee (printed or typed)

Date

STANDARD PROTECTION MEASURES FOR THE EASTERN INDIGO SNAKE
U.S. Fish and Wildlife Service
August 12, 2013

The eastern indigo snake protection/education plan (Plan) below has been developed by the U.S. Fish and Wildlife Service (USFWS) in Florida for use by applicants and their construction personnel. At least **30 days prior** to any clearing/land alteration activities, the applicant shall notify the appropriate USFWS Field Office via e-mail that the Plan will be implemented as described below (North Florida Field Office: jaxregs@fws.gov; South Florida Field Office: verobeach@fws.gov; Panama City Field Office: panamacity@fws.gov). As long as the signatory of the e-mail certifies compliance with the below Plan (including use of the attached poster and brochure), no further written confirmation or “approval” from the USFWS is needed and the applicant may move forward with the project.

If the applicant decides to use an eastern indigo snake protection/education plan other than the approved Plan below, written confirmation or “approval” from the USFWS that the plan is adequate must be obtained. At least 30 days prior to any clearing/land alteration activities, the applicant shall submit their unique plan for review and approval. The USFWS will respond via e-mail, typically within 30 days of receiving the plan, either concurring that the plan is adequate or requesting additional information. A concurrence e-mail from the appropriate USFWS Field Office will fulfill approval requirements.

The Plan materials should consist of: 1) a combination of posters and pamphlets (see **Poster Information** section below); and 2) verbal educational instructions to construction personnel by supervisory or management personnel before any clearing/land alteration activities are initiated (see **Pre-Construction Activities** and **During Construction Activities** sections below).

POSTER INFORMATION

Posters with the following information shall be placed at strategic locations on the construction site and along any proposed access roads (a final poster for Plan compliance, to be printed on 11” x 17” or larger paper and laminated, is attached):

DESCRIPTION: The eastern indigo snake is one of the largest non-venomous snakes in North America, with individuals often reaching up to 8 feet in length. They derive their name from the glossy, blue-black color of their scales above and uniformly slate blue below. Frequently, they have orange to coral reddish coloration in the throat area, yet some specimens have been reported to only have cream coloration on the throat. These snakes are not typically aggressive and will attempt to crawl away when disturbed. Though indigo snakes rarely bite, they should NOT be handled.

SIMILAR SNAKES: The black racer is the only other solid black snake resembling the eastern indigo snake. However, black racers have a white or cream chin, thinner bodies, and WILL BITE if handled.

LIFE HISTORY: The eastern indigo snake occurs in a wide variety of terrestrial habitat types throughout Florida. Although they have a preference for uplands, they also utilize some wetlands

and agricultural areas. Eastern indigo snakes will often seek shelter inside gopher tortoise burrows and other below- and above-ground refugia, such as other animal burrows, stumps, roots, and debris piles. Females may lay from 4 - 12 white eggs as early as April through June, with young hatching in late July through October.

PROTECTION UNDER FEDERAL AND STATE LAW: The eastern indigo snake is classified as a Threatened species by both the USFWS and the Florida Fish and Wildlife Conservation Commission. “Taking” of eastern indigo snakes is prohibited by the Endangered Species Act without a permit. “Take” is defined by the USFWS as an attempt to kill, harm, harass, pursue, hunt, shoot, wound, trap, capture, collect, or engage in any such conduct. Penalties include a maximum fine of \$25,000 for civil violations and up to \$50,000 and/or imprisonment for criminal offenses, if convicted.

Only individuals currently authorized through an issued Incidental Take Statement in association with a USFWS Biological Opinion, or by a Section 10(a)(1)(A) permit issued by the USFWS, to handle an eastern indigo snake are allowed to do so.

IF YOU SEE A LIVE EASTERN INDIGO SNAKE ON THE SITE:

- Cease clearing activities and allow the live eastern indigo snake sufficient time to move away from the site without interference;
- Personnel must NOT attempt to touch or handle snake due to protected status.
- Take photographs of the snake, if possible, for identification and documentation purposes.
- Immediately notify supervisor or the applicant’s designated agent, **and** the appropriate USFWS office, with the location information and condition of the snake.
- If the snake is located in a vicinity where continuation of the clearing or construction activities will cause harm to the snake, the activities must halt until such time that a representative of the USFWS returns the call (within one day) with further guidance as to when activities may resume.

IF YOU SEE A DEAD EASTERN INDIGO SNAKE ON THE SITE:

- Cease clearing activities and immediately notify supervisor or the applicant’s designated agent, **and** the appropriate USFWS office, with the location information and condition of the snake.
- Take photographs of the snake, if possible, for identification and documentation purposes.
- Thoroughly soak the dead snake in water and then freeze the specimen. The appropriate wildlife agency will retrieve the dead snake.

Telephone numbers of USFWS Florida Field Offices to be contacted if a live or dead eastern indigo snake is encountered:

North Florida Field Office – (904) 731-3336

Panama City Field Office – (850) 769-0552

South Florida Field Office – (772) 562-3909

PRE-CONSTRUCTION ACTIVITIES

1. The applicant or designated agent will post educational posters in the construction office and throughout the construction site, including any access roads. The posters must be clearly visible to all construction staff. A sample poster is attached.
2. Prior to the onset of construction activities, the applicant/designated agent will conduct a meeting with all construction staff (annually for multi-year projects) to discuss identification of the snake, its protected status, what to do if a snake is observed within the project area, and applicable penalties that may be imposed if state and/or federal regulations are violated. An educational brochure including color photographs of the snake will be given to each staff member in attendance and additional copies will be provided to the construction superintendent to make available in the onsite construction office (a final brochure for Plan compliance, to be printed double-sided on 8.5" x 11" paper and then properly folded, is attached). Photos of eastern indigo snakes may be accessed on USFWS and/or FWC websites.
3. Construction staff will be informed that in the event that an eastern indigo snake (live or dead) is observed on the project site during construction activities, all such activities are to cease until the established procedures are implemented according to the Plan, which includes notification of the appropriate USFWS Field Office. The contact information for the USFWS is provided on the referenced posters and brochures.

DURING CONSTRUCTION ACTIVITIES

1. During initial site clearing activities, an onsite observer may be utilized to determine whether habitat conditions suggest a reasonable probability of an eastern indigo snake sighting (example: discovery of snake sheds, tracks, lots of refugia and cavities present in the area of clearing activities, and presence of gopher tortoises and burrows).
2. If an eastern indigo snake is discovered during gopher tortoise relocation activities (i.e. burrow excavation), the USFWS shall be contacted within one business day to obtain further guidance which may result in further project consultation.
3. Periodically during construction activities, the applicant's designated agent should visit the project area to observe the condition of the posters and Plan materials, and replace them as needed. Construction personnel should be reminded of the instructions (above) as to what is expected if any eastern indigo snakes are seen.

POST CONSTRUCTION ACTIVITIES

Whether or not eastern indigo snakes are observed during construction activities, a monitoring report should be submitted to the appropriate USFWS Field Office within 60 days of project completion. The report can be sent electronically to the appropriate USFWS e-mail address listed on page one of this Plan.



ATTENTION:

THREATENED EASTERN INDIGO SNAKES MAY BE PRESENT ON THIS SITE!!!

IF YOU SEE A LIVE EASTERN INDIGO SNAKE ON THE SITE:

- Cease clearing activities and allow the eastern indigo snake sufficient time to move away from the site without interference.
- Personnel must NOT attempt to touch or handle snake due to protected status.
- Take photographs of the snake, if possible, for identification and documentation purposes.
- Immediately notify supervisor or the applicant's designated agent, **and** the appropriate U.S. Fish and Wildlife Service (USFWS) office, with the location information and condition of the snake.
- If the snake is located in a vicinity where continuation of the clearing or construction activities will cause harm to the snake, the activities must halt until such time that a representative of the USFWS returns the call (within one day) with further guidance as to when activities may resume.

IF YOU SEE A DEAD EASTERN INDIGO SNAKE ON THE SITE:

- Cease clearing activities and immediately notify supervisor or the applicant's designated agent, **and** the appropriate USFWS office, with the location information and condition of the snake.
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- Thoroughly soak the dead snake in water and then freeze the specimen. The appropriate wildlife agency will retrieve the dead snake.

USFWS Florida Field Offices to be contacted if a live or dead eastern indigo snake is encountered:

North Florida Field Office – (904) 731-3336

Panama City Field Office – (850) 769-0552

South Florida Field Office – (772) 562-3909

Killing, harming, or harassing indigo snakes is strictly prohibited and punishable under State and Federal Law.

DESCRIPTION: The eastern indigo snake is one of the largest non-venomous snakes in North America, with individuals often reaching up to 8 feet in length. They derive their name from the glossy, blue-black color of their scales above and uniformly slate blue below. Frequently, they have orange to coral reddish coloration in the throat area, yet some specimens have been reported to only have cream coloration on the throat. These snakes are not typically aggressive and will attempt to crawl away when disturbed. Though indigo snakes rarely bite, they should NOT be handled.

SIMILAR SNAKES: The black racer is the only other solid black snake resembling the eastern indigo snake. However, black racers have a white or cream chin, thinner bodies, and WILL BITE if handled.

LIFE HISTORY: The eastern indigo snake occurs in a wide variety of terrestrial habitat types throughout Florida. Although they have a preference for uplands, they also utilize some wetlands and agricultural areas. Eastern indigo snakes will often seek shelter inside gopher tortoise burrows and other below- and above-ground refugia, such as other animal burrows, stumps, roots, and debris piles. Females may lay from 4 - 12 white eggs as early as April through June, with young hatching in late July through October.

PROTECTION: The eastern indigo snake is classified as a Threatened species by both the USFWS and the Florida Fish and Wildlife Conservation Commission. "Taking" of eastern indigo snakes is prohibited by the Endangered Species Act without a permit. "Take" is defined by the USFWS as an attempt to kill, harm, harass, pursue, hunt, shoot, wound, trap, capture, collect, or engage in any such conduct. Penalties include a maximum fine of \$25,000 for civil violations and up to \$50,000 and/or imprisonment for criminal offenses, if convicted.

Only individuals currently authorized through an issued Incidental Take Statement in association with a USFWS Biological Opinion, or by a Section 10(a)(1)(A) permit issued by the USFWS, to handle an eastern indigo snake are allowed to do so.

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INDIGO SNAKE ON THE SITE:**

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- Take photographs of the snake, if possible, for identification and documentation purposes.
- Immediately notify supervisor or the applicant's designated agent, **and** the appropriate U.S. Fish and Wildlife Service (USFWS) office, with the location information and condition of the snake.
- If the snake is located in a vicinity where continuation of the clearing or construction activities will cause harm to the snake, the activities must halt until such time that a representative of the USFWS returns the call (within one day) with further guidance as to when activities may resume.

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INDIGO SNAKE ON THE SITE:**

- Cease clearing activities and immediately notify supervisor or the applicant's designated agent, **and** the appropriate USFWS office, with the location information and condition of the snake.
- Take photographs of the snake, if possible, for identification and documentation purposes.
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USFWS Florida Field Offices to be contacted if a live or dead eastern indigo snake is encountered:

North Florida ES Office – (904) 731-3336
Panama City ES Office – (850) 769-0552
South Florida ES Office – (772) 562-3909

DESCRIPTION: The eastern indigo snake is one of the largest non-venomous snakes in North America, with individuals often reaching up to 8 feet in length. They derive their name from the glossy, blue-black color of their scales above and uniformly slate blue below. Frequently, they have orange to coral reddish coloration in the throat area, yet some specimens have been reported to only have cream coloration on the throat. These snakes are not typically aggressive and will attempt to crawl away when disturbed. Though indigo snakes rarely bite, they should NOT be handled.

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Killing, harming, or harassing indigo snakes is strictly prohibited and punishable under State and Federal Law.

Only individuals currently authorized through an issued Incidental Take Statement in association with a USFWS Biological Opinion, or by a Section 10(a)(1)(A) permit issued by the USFWS, to handle an eastern indigo snake are allowed to do so.

LEGAL STATUS: The eastern indigo snake is classified as a Threatened species by both the USFWS and the Florida Fish and Wildlife Conservation Commission. “Taking” of eastern indigo snakes is prohibited by the Endangered Species Act without a permit. “Take” is defined by the USFWS as an attempt to kill, harm, harass, pursue, hunt, shoot, wound, trap, capture, collect, or engage in any such conduct. Penalties include a maximum fine of \$25,000 for civil violations and up to \$50,000 and/or imprisonment for criminal offenses, if convicted.



August 12, 2013

ATTENTION:

THREATENED EASTERN INDIGO SNAKES MAY BE PRESENT ON THIS SITE!!!



Please read the following information provided by the U.S. Fish and Wildlife Service to become familiar with standard protection measures for the eastern indigo snake.



Florida Department of Environmental Protection

Southwest District Office
13051 North Telecom Parkway, Suite 101
Temple Terrace, Florida 33637-0926

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

July 6, 2018

PERMITTEE:

Sia Mollanazar, Deputy Director, Engineering Services
Manatee County Utility Operations Department
1022 26th Avenue East
Bradenton, FL 34208
Sia.mollanazar@mymanatee.org

PERMIT NUMBER: CS41-0182518-550-DWC/CM
COUNTY: Manatee
PROJECT NAME: 44th Avenue East- Braden River Segment (45th Street East
to 44th Avenue Plaza East)
WWTF NAME: Manatee County Southeast Regional
FACILITY ID: FLA012618

NOTICE OF PERMIT ISSUANCE

Enclosed is Permit Number CS41-0182518-550-DWC/CM to construct a domestic wastewater collection/transmission system, issued pursuant to 403.087(1), Florida Statutes.

The Department's proposed agency action shall become final unless a timely petition for an administrative hearing is filed under Sections 120.569 and 120.57, Florida Statutes, within fourteen days of receipt of notice. The procedures for petitioning for a hearing are set forth below.

A person whose substantial interests are affected by the Department's proposed permitting decision may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, 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), Florida Administrative Code, a person may request an extension of the time for filing a petition for an administrative hearing. The request must be filed (received by the Clerk) in the Office of General Counsel before the end of the time period for filing a petition for an administrative hearing.

Petitions by the applicant or any of the persons listed below must be filed within fourteen days of receipt of this written notice. Petitions filed by any persons other than those entitled to written notice under Section 120.60(3), Florida Statutes, must be filed within fourteen days of publication of the notice or within fourteen days of receipt of the written notice, whichever occurs first. Section 120.60(3), Florida Statutes, however, also allows that any person who has asked the Department in writing for notice of agency action may file a petition within fourteen 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 or request for extension of time within fourteen days of receipt of notice shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, Florida Statutes. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, Florida Administrative Code.

A petition that disputes the material facts on which the Department's action is based must contain the following information, as indicated in Rule 28-106.201, Florida Administrative Code:

- (a) The name and address of each agency affected, each agency's file or identification number, if known, and the county in which the project is located;
- (b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any; which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the determination;
- (c) A statement of when and how the petitioner received notice of the Department's decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the Department's proposed action;
- (f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the Department's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Department's proposed action.

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

Mediation under Section 120.573, Florida Statutes, is not available for this proceeding.

This permit action is final on the date filed with the Clerk of the Department unless a petition (or request for extension of time) is filed in accordance with the above. Upon the timely filing of a petition (or request for an extension of time), this permit will not be effective until further order of the Department.

Any party to the permit has the right to seek judicial review of the permit action under Section 120.68, Florida Statutes, by the filing of a notice of appeal under Rules 9.110 and 9.190, 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 this permit action is filed with the Clerk of the Department.

Executed in Hillsborough County, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



For Pamala Vazquez
Program Administrator
Permitting & Waste Cleanup Program
Southwest District

FILING AND ACKNOWLEDGMENT

FILED, on this date, under Section 120.52, Florida Statutes, with the designated deputy clerk, receipt of which is hereby acknowledged.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this NOTICE OF PERMIT ISSUANCE and all copies were mailed before the close of business on this date to the listed persons.


Clerk

July 6, 2018
Date

Copies furnished to:

Timothy M. Curran, P.E., AECOM, tim.curran@aecom.com

Micah Minaberry, FDEP SWD, micah.minaberry@floridadep.gov

Kenneth Labarr, Manatee County Public Works Dept., Kenneth.Labarr@mymanatee.org

Jim Stockwell, P.E., Manatee County Public Works Dept., Jim.Stockwell@mymanatee.org



Florida Department of Environmental Protection

Southwest District Office
13051 North Telecom Parkway, Suite 101
Temple Terrace, Florida 33637-0926

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

STATE OF FLORIDA DOMESTIC WASTEWATER COLLECTION/TRANSMISSION INDIVIDUAL PERMIT

PERMITTEE:

Sia Mollanazar, Deputy Director,
Engineering Services
Manatee County Utilities Operations
Department
1022 26th Avenue East
Bradenton, Florida 34208

Sia.mollanazar@mymanatee.org

PERMIT NUMBER:

CS41-0182518-550-DWC/CM

ISSUE DATE:

June 6, 2018

EXPIRATION DATE:

June 5, 2023

COUNTY:

Manatee

PROJECT NAME:

44th Avenue East- Braden River
Segment (45th Street East to 44th
Avenue Plaza East)

WWTF NAME:

Manatee County Southeast Regional
WWTF

FACILITY ID:

FLA012618

PROCESSOR:

Micah Minaberry

DRY LINE PERMIT

This permit is issued under the provisions of Chapter 403, Florida Statutes (F.S.), and Chapters 62-4 and 62-604, Florida Administrative Code (F.A.C.).

The above named permittee is hereby authorized to construct the facilities shown on the application and other documents on file with the Department and made a part hereof and specifically described as follows:

DESCRIPTION OF PROJECT:

Construction of a domestic wastewater collection/transmission system to serve future growth. This project consists of eight-inch diameter gravity pipes, ten-, eight-, six-, four-, three-, and two-inch diameter force mains, one manhole, and one lift station.

LOCATION OF PROJECT:

The domestic wastewater collection/transmission system is located in Section 3,4,9,10, Township 35, and Range 18 of Bradenton, Manatee County, Florida.

IN ACCORDANCE WITH: The limitations, requirements and other conditions set forth in pages 1 through 4 of this permit.

PERMIT CONDITIONS:

1. This permit is subject to the general conditions of Rule 62-4.160, F.A.C., as applicable. This rule is available at the Department's Internet site at:
<https://floridadep.gov/water/water/content/water-resource-management-rules> [62-4.160]
2. Upon completion of construction of the collection/transmission system project, and before placing the facilities into operation for any purpose other than testing for leaks or testing equipment operation, the permittee shall submit to the Department's Southwest District Office Form 62-604.300(8)(b), Request for Approval to Place a Domestic Wastewater Collection/Transmission System into Operation. This form is available at the Department's Internet site at: <https://floridadep.gov/water/domestic-wastewater/content/domestic-wastewater-forms> [62-604.700(2)]
3. The new or modified collection/transmission facilities shall not be placed into service until the Department clears the project for use. [62-604.700(3)]
4. Permit revisions shall only be made in accordance with Rule 62-4.050(4)(s), F.A.C. Request for revisions shall be made to the Department in writing and shall include the appropriate fee. Revisions not covered under Rule 62-4.050(4)(s), F.A.C., shall require a new permit. [62-604.600(8)]
5. Abnormal events shall be reported to the Department's Southwest District Office in accordance with Rule 62-604.550, F.A.C. For unauthorized spills of wastewater in excess of 1000 gallons per incident, or where information indicates that public health or the environment may be endangered, oral reports shall be provided to the STATE WATCH OFFICE TOLL FREE NUMBER, (800) 320-0519, as soon as practical, but no later than 24 hours from the time the permittee or other designee becomes aware of the circumstances. Unauthorized releases or spills less than 1000 gallons per incident are to be reported orally to the Department's Southwest District Office within 24 hours from the time the permittee, or other designee becomes aware of the circumstances. [62-604.550]
6. This permit is for CONSTRUCTION ONLY of the collection/transmission system project. This permit does not authorize the connection of this collection/transmission system project to the designated receiving collection/transmission system until the portions of this project constructed and designated as dry line are cleared for use by the Department. Ultimately, the constructed collection/transmission system will be connected to an existing 20-inch force main. This permit shall not be construed to infer that the clearance necessary for connection shall be granted. Any such clearance shall be granted only when reasonable assurance is given that adequate treatment and disposal is available in accordance with Department rules, regulations, and permits. Partial clearance may be granted, if required. [62-604.130(1) and 62-604.600(7)]

Sia Mollanazar

Page 3

June 6, 2018

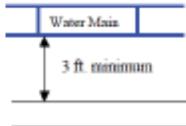
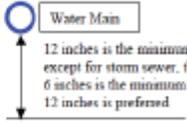
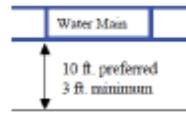
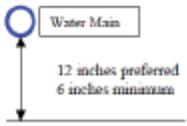
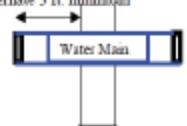
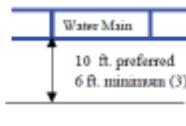
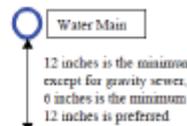
Executed in Hillsborough County, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



For Pamala Vazquez
Program Administrator
Permitting & Waste Cleanup Program
Southwest District

LOCATION OF PUBLIC WATER SYSTEM MAINS IN ACCORDANCE WITH RULE 62-555.314, F.A.C.

Other Pipe	Horizontal Separation	Crossings (1)	Joint Spacing @ Crossings (Full Joint Centered)
Storm Sewer, Stormwater Force Main, Reclaimed Water (2)			
Vacuum Sanitary Sewer			
Gravity or Pressure Sanitary Sewer, Sanitary Sewer Force Main, Reclaimed Water (4)			
On-Site Sewage Treatment & Disposal System	10 ft. minimum	---	---

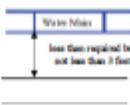
- (1) Water main should cross above other pipe. When water main must be below other pipe, the minimum separation is 12 inches.
- (2) Reclaimed water regulated under Part III of Chapter 62-610, F.A.C.
- (3) 3 ft. for gravity sanitary sewer where the bottom of the water main is laid at least 6 inches above the top of the gravity sanitary sewer.
- (4) Reclaimed water not regulated under Part III of Chapter 62-610, F.A.C.

EXCEPTIONS TO MINIMUM SEPARATION REQUIREMENTS

Where it is not technically feasible or economically sensible to comply with the requirements of 62-555.314(1) or (2), F.A.C., the Department shall allow exceptions to these requirements if suppliers of water or construction permit applicants provide technical or economic justification for each exception and provide alternative construction features that afford a similar level of reliability and public health protection.

Acceptable alternative construction features include the following:

LOCATION OF PUBLIC WATER SYSTEM MAINS IN ACCORDANCE WITH 62-555.314(5)(a), F.A.C.

Other Pipe	Horizontal Separation	Joint Spacing @ Crossings (Full Joint Centered)
Gravity or Pressure Sanitary Sewer, Sanitary Sewer Force Main, Reclaimed Water, Vacuum Sanitary Sewer, Storm Sewer, Stormwater Force Main		

Where an underground water main is being laid less than the required minimum horizontal distance from another pipeline and where an underground water main is crossing another pipeline and joints in the water main are being located less than the required minimum distance from joints in the other pipeline:

1. Use of pressure-rated pipe conforming to the American Water Works Association standards incorporated into Rule 62-555.330, F.A.C., for the other pipeline if it is a gravity- or vacuum-type pipeline;
2. Use of welded, fused, or otherwise restrained joints for either the water main or the other pipeline; or
3. Use of watertight casing pipe or concrete encasement at least four inches thick for either the water main or the other pipeline.

LOCATION OF PUBLIC WATER SYSTEM MAINS IN ACCORDANCE WITH 62-555.314(5)(b), F.A.C.

Other Pipe	Horizontal Separation	Crossings
Gravity or Pressure Sanitary Sewer, Sanitary Sewer Force Main, Reclaimed Water, Vacuum Sanitary Sewer, Storm Sewer, Stormwater Force Main		

Where an underground water main is being laid less than three feet horizontally from another pipeline and where an underground water main is crossing another pipeline and is being laid less than the required minimum vertical distance from the other pipeline:

Use of pipe, or casing pipe, having high impact strength (i.e., having an impact strength at least equal to that of 0.25-inch-thick ductile iron pipe) or concrete encasement at least four inches thick for both the water main and for the other pipeline if it is new and is conveying wastewater or reclaimed water.

Disclaimer – This document is provided for your convenience only. Please refer to Rule 62-555.314, F.A.C., for additional construction requirements.



Florida Department of Environmental Protection

Southwest District Office
13051 North Telecom Parkway, Suite 101
Temple Terrace, Florida 33637-0926

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

Notification of Acceptance of Use of a General Permit

PERMITTEE:

Mr. Sia Mollanazar, P.E., Deputy Director,
Engineering Services
Manatee County Public Works Dept.
1022 26th Avenue East
Bradenton, FL 34208
sia.mollanazar@mymanatee.org

Permit Number: 133068-1253-DSGP/02

Issue Date: March 19, 2018

Expiration Date: March 18, 2023

County: Manatee

Project Name: 44th Avenue East – Braden
River Segment (45th Street East to 44th
Avenue Plaza East)

Water Supplier: Manatee County Utilities

PWS ID: 641-1132

Dear Mr. Mollanazar:

On March 9, 2018, the Florida Department of Environmental Protection received a “*Notice of Intent to Use the General Permit for Construction of Water Main Extensions for PWSs*” [DEP Form No. 62-555.900(7)], under the provisions of Rule 62-4.530 and Chapter 62-555, Florida Administrative Code (F.A.C.). The proposed project includes the construction of new 36, 30, 24, 12, 10, eight, six, four and two-inch diameter water mains along 44th Avenue East.

Based upon the submitted Notice and accompanying documentation, this correspondence is being sent to advise that the Department does not object to the use of such general permit at this time. Please be advised that the permittee is required to abide by Rule 62-555.405, F.A.C., all applicable rules in Chapters 62-4, 62-550, 62-555, F.A.C., and the General Conditions for All General Drinking Water Permits (found in 62-4.540, F.A.C.).

The permittee shall comply with all sampling requirements specific to this project. These requirements are attached for review and implementation.

Pursuant to Rule 62-555.345, F.A.C., the permittee shall submit a certification of construction completion [DEP Form No. 62-555.900(9)] to the Department and obtain approval, or clearance, from the Department before placing any water main extension constructed under this general permit into operation for any purpose other than disinfection or testing for leaks.

Within 30 days after the sale or legal transfer of ownership of the permitted project that has not been cleared for service in total by the Department, both the permittee and the proposed permittee shall sign and submit an application for transfer of the permit using Form 62-555.900(8), F.A.C.,

Permittee:
Sia Mollanazar - Deputy Director, Engineering Services
Page 2

DEP File No.:
133068-1253-DSGP/02

with the appropriate fee. The permitted construction is not authorized past the 30-day period unless the permit has been transferred.

This permit will expire five years from the date of issuance. If the project has been started and not completed by that time, a new permit must be obtained before the expiration date in order to continue work on the project, per Rule 62-4.030, F.A.C.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION



for Pamala Vazquez
Program Administrator
Permitting & Waste Cleanup Program
Southwest District

Enclosures: Clearance Requirements/Utilities Separation Requirements

cc: Timothy Curran, P.E., AECOM, Tim.Curran@aecom.com
Kenneth Labarr, Manatee County Public Works Dept., kenneth.labarr@mymanatee.org
Jim Stockwell, P.E., Manatee County Public Works Dept., jim.stockwell@mymanatee.org
Larisa Orekhova, DEP SWD, Larisa.Orekhova@floridadep.gov

A Civil Penalty May Be Incurred
if this project is placed into operation before obtaining a clearance from this office.

Requirements for clearance upon completion of projects are as follows:

1) Clearance Form

Submission of a fully completed Department of Environmental Protection (DEP) Form 62-555.900(9) *Certification of Construction Completion and Request for Clearance to Place Permitted PWS Components into Operation.*

2) Record Drawings, if deviations were made

Submission of the portion of record drawings showing deviations from the DEP construction permit, including preliminary design report or drawings and specifications, if there are any deviations from said permit (Note that it is necessary to submit a copy of only the portion of record drawings showing deviations and not a complete set of record drawings.).

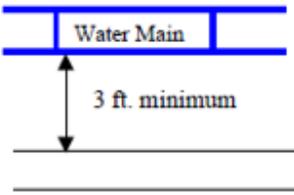
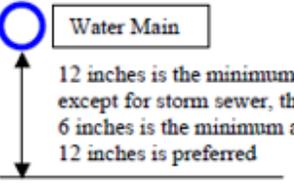
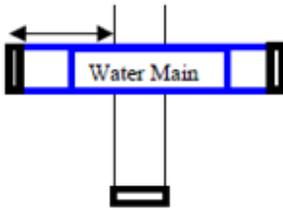
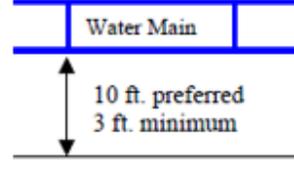
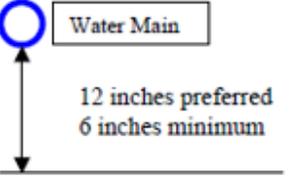
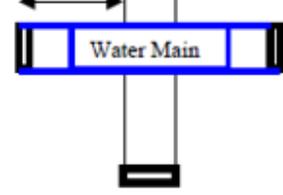
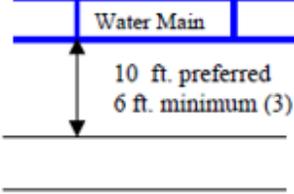
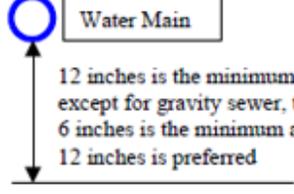
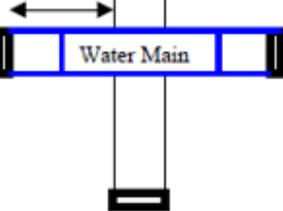
3) Bacteriological Results

Copies of satisfactory bacteriological analysis (a.k.a. Main Clearance), taken within sixty (60) days of completion of construction, from locations within the distribution system or water main extension to be cleared, in accordance with Rules 62-555.315(6), 62-555.320(12)(d), 62-555.350(6), 62-555.340, and 62-555.330, F.A.C. and American Water Works Association (AWWA) Standard C 651-92, as follows:

- Connection to an existing system
- The end point of the proposed addition
- Any water lines branching off a main extension
- Every 1,200 feet on straight runs of pipe

Each location shall be sampled on two consecutive days, at least 6 hours apart, with sample points and chlorine residual readings clearly indicated on the report. A sketch or description of all bacteriological sampling locations must also be provided.

LOCATION OF PUBLIC WATER SYSTEM MAINS IN ACCORDANCE WITH F.A.C. RULE 62-555.314

Other Pipe	Horizontal Separation	Crossings (1)	Joint Spacing @ Crossings (Full Joint Centered)
Storm Sewer, Stormwater Force Main, Reclaimed Water (2)	 <p style="text-align: center;">Water Main</p> <p style="text-align: center;">3 ft. minimum</p>	 <p style="text-align: center;">Water Main</p> <p style="text-align: center;">12 inches is the minimum, except for storm sewer, then 6 inches is the minimum and 12 inches is preferred</p>	<p style="text-align: center;">Alternate 3 ft. minimum</p>  <p style="text-align: center;">Water Main</p>
Vacuum Sanitary Sewer	 <p style="text-align: center;">Water Main</p> <p style="text-align: center;">10 ft. preferred 3 ft. minimum</p>	 <p style="text-align: center;">Water Main</p> <p style="text-align: center;">12 inches preferred 6 inches minimum</p>	<p style="text-align: center;">Alternate 3 ft. minimum</p>  <p style="text-align: center;">Water Main</p>
Gravity or Pressure Sanitary Sewer, Sanitary Sewer Force Main, Reclaimed Water (4)	 <p style="text-align: center;">Water Main</p> <p style="text-align: center;">10 ft. preferred 6 ft. minimum (3)</p>	 <p style="text-align: center;">Water Main</p> <p style="text-align: center;">12 inches is the minimum, except for gravity sewer, then 6 inches is the minimum and 12 inches is preferred</p>	<p style="text-align: center;">Alternate 6 ft. minimum</p>  <p style="text-align: center;">Water Main</p>
On-Site Sewage Treatment & Disposal System	10 ft. minimum	---	---

(1) Water main should cross above other pipe. When water main must be below other pipe, the minimum separation is 12 inches.

(2) Reclaimed water regulated under Part III of Chapter 62-610, F.A.C.

(3) 3 ft. for gravity sanitary sewer where the bottom of the water main is laid at least 6 inches above the top of the gravity sanitary sewer.

(4) Reclaimed water not regulated under Part III of Chapter 62-610, F.A.C.

Disclaimer – This document is provided for your convenience only. Please refer to F.A.C. Rule 62-555.314 for additional construction requirements.



**FACILITIES RELOCATION AGREEMENT
(FPL – TRANSMISSION)**

THIS FACILITIES RELOCATION AGREEMENT (“**Agreement**”) is made and entered into this 22nd day of November, 2019, by and between Manatee County, a political subdivision of the State of Florida (hereinafter called the “**Applicant**”), and FLORIDA POWER & LIGHT COMPANY, a Florida corporation (hereinafter called “**FPL**”).

WITNESSETH:

WHEREAS the Applicant intends to construct certain road improvements and will require the relocation of certain incompatible and conflicting portions of FPL’s Facilities (as defined in Article 1.2 below); and

WHEREAS FPL will incur costs in the relocation of FPL’s existing and proposed Facilities which costs would not have occurred but for the Applicant’s construction.

NOW THEREFORE, in consideration of the mutual promises of the Applicant and FPL and other good and valuable consideration, the parties agree that FPL shall relocate the FPL Facilities, and the Applicant shall reimburse FPL for the actual cost of such relocation as follows:

ARTICLE 1 – DEFINITIONS

For the purposes of this Agreement the following terms, whether used in the singular or plural, shall have the meanings set forth below when used with initial capitalization:

- 1.1 Received, Receives and Receipt shall be deemed to be the day that something was hand-delivered or transmitted by facsimile, or if mailed, five (5) days from the date of postmark.
- 1.2 FPL’s Facility or Facilities shall be, but shall not be limited to, any structure consisting of manholes, conduits, poles, wires, cables, substations, system protection equipment or other appurtenances, and associated equipment, and used by FPL in connection with the transmission and/or distribution of electric power.
- 1.2 Relocation and/or Relocate includes the terms “rearrange” and “rearrangement” and is the work performed by FPL under this Agreement and any activity made necessary by Applicant’s construction which conflicts with or affects FPL, its Facilities, or service. Relocations shall include, but shall not be limited to, permanent or temporary support, protection, relocation, rearrangement, design, redesign, abandonment or reconstruction of the FPL Facilities and all other work required to provide continuity of service to FPL’s customers which is a result of a conflict.

- 1.4 Replacement FPL Facility is any facility which will be constructed under the terms of this Agreement as a consequence of Relocation of an FPL Facility or portion thereof.

ARTICLE II - IDENTIFICATION OF CONFLICTS

- 2.1 Known Conflicts. The Applicant shall reimburse FPL for costs associated with the Relocation of the FPL Facilities more particularly described and located on property described in Exhibit A attached hereto and incorporated herein ("Property").
- 2.2 Other Conflicts. The identification of any other conflicting facilities of FPL requiring Relocation shall be undertaken by FPL pursuant to a subsequent written agreement between FPL and the Applicant.

ARTICLE III - DESIGN AND CONSTRUCTION OF REPLACEMENT FACILITIES

- 3.1 Design Standards. Engineering design standards and material specified shall meet FPL's Current Design Standards. In addition, the design of Relocations will be in conformity with all laws and regulations.
- 3.2 Construction Standards. Materials and construction procedures shall meet FPL's Current Construction Standards. In addition, Relocations or Replacement FPL Facilities will be accomplished in conformance with all laws, codes and regulations.

ARTICLE IV - REPLACEMENT RIGHT-OF-WAY

- 4.1 Replacement Right-of-Way. The Applicant shall provide FPL with replacement rights-of-way in one of the following manners:
- _____ (a) The Applicant shall reimburse FPL for costs associated with the identification and acquisition of replacement rights-of-way, including, but not limited to, FPL's attorney fees for costs in prosecuting or in connection with any condemnation actions for the acquisition of necessary rights-of-way.
- X (b) The Applicant shall convey or grant to FPL replacement rights-of-way sufficient to permit FPL to accomplish Relocations of the FPL Facilities and to operate and maintain the Replacement FPL Facilities in accordance with FPL's customary practices. Such conveyances or grants of replacement rights-of-way shall be accomplished at no cost to FPL and in a form and substance satisfactory to FPL.
- 4.2 Location of Replacement Right-of-Way. The location of the aforesaid replacement rights-of-way are generally set forth in Exhibit B attached hereto and shall be within

the Property where conflicts are identified due to this project.

ARTICLE V - COST ESTIMATES, CREDITS AND BILLING

5.1 Full Cost. The Applicant shall pay FPL for the full cost of Relocation of the FPL Facilities. The work to be performed by FPL will be in accordance with the construction drawings attached hereto as Exhibit B.

5.2 Cost Estimate. The Applicant shall be responsible for the total cost of the project. The estimated cost to Relocate the FPL Facilities is as below:

Relocation: \$1,947,722.84. This cost estimate is set out in detail in Exhibit C attached hereto.

Engineering deposit received: \$344,000.00.

Balance due: \$1,603,722.84. Applicant to send check for this amount to FPL along with two signed copies of this Agreement.

The Applicant understands and agrees that the amount set forth in Exhibit C is an estimate only. The Applicant shall be responsible for the total cost of the project. The cost for the Relocation portion shall not exceed 120% of a valid Relocation cost estimate based upon an actual labor bid, except as provided herein.

5.3 Duration of Cost Estimate.

The cost estimate in Article 5.2 above (including the estimate attached as Exhibit C and any subsequent estimate) is valid only for the time period which is:

- (a) Beginning on August 2, 2019, and ending on October 31, 2019, or in the case of any subsequent estimate ninety (90) days from the date the estimate is Received by Applicant; or
- (b) Subject to the terms and conditions set forth in Article 5.4 below.

5.4 Re-estimates, Scope of Work Changes.

5.4.1 Pre-construction. If the construction of the Relocation of the FPL Facilities has not commenced within one hundred eighty (180) days of the date that the latest cost estimate is Received by Applicant, or if the Applicant requests a change in the Relocation scope of work on any individual work order prior to any construction, the estimate is invalid. A new estimate is required. FPL shall provide a re-estimate of the work prior to commencement of the Relocation by FPL. The Applicant shall agree in writing to pay the re-estimated cost and shall be responsible for the full cost of Relocation, not to exceed 120% of the re-estimate.

5.4.2 After Start of Construction. If after the start of construction any of the following occurs: (a) Applicant requests a change in the Relocation scope of work of FPL Facilities; (b) FPL determines that there is a need for a change in the Relocation scope of work and such change causes the reimbursable cost of the project to change by 20% or more; or (c) there is an increase in costs due to unknown or unforeseen physical conditions at the site which differ materially from those originally encountered; FPL shall provide the Applicant with a new estimate as soon as practicable and the Applicant shall pay any increased costs in the revised estimate to FPL within thirty (30) days after Receipt of the revised estimate.

5.5 Credits.

5.5.1 The Applicant shall receive a credit for the payment of any non-refundable deposit required for the design, engineering, and estimating of the Relocation of FPL Facilities (as shown in Article 5.2 above).

5.5.2 Provided the Relocation is performed, Applicant shall receive a credit for payment made to FPL for a detailed cost estimate, if this Agreement has been entered into on or before October 31, 2019.

5.5.3 The Applicant shall receive no credit for payment for an estimate, and such payment shall not be refunded: (a) if the Applicant has not executed this Agreement on or before October 31, 2019, (b) if a subsequent estimate is required and not paid within thirty (30) days of the date Applicant Receives the estimate; or (c) if the Applicant terminates the Agreement.

5.5.4 Any estimate provided to the Applicant after the initial, detailed estimate shall be done at additional cost and expense to Applicant. Applicant's payment for estimates shall be credited or retained by FPL as provided above.

5.6 Billing and Payment. Prior to the commencement of any Relocation of FPL Facilities under this Agreement, the Applicant shall pay in advance the full estimated cost of such Relocation per Articles 5.2 and 5.4.2 above.

5.7 Final Bill. Upon completion of the work, FPL shall at the earliest date practicable furnish to the Applicant a final billing of all outstanding costs, including any overhead costs, incurred in connection with performance of Relocation of the FPL Facilities less any prepaid credits for additional cost estimates. The Applicant shall have thirty (30) days from the date of an invoice to approve and pay the invoice. Failure to provide FPL with written notice to the contrary within the thirty (30) day period shall constitute approval by the Applicant of the invoice against which payment must be remitted in full to FPL within thirty (30) days of the date of the invoice. If payment by the Applicant is not postmarked within thirty (30) days of

the date of the invoice, then a late payment charge shall be assessed in the amount of one and one-half percent (1½%) of the amount of the billing per month, charged on a daily basis or highest interest allowable under law.

5.8 Refund and Effect of Termination.

5.8.1 Consistent with the terms of this Agreement, FPL shall refund to the Applicant any amounts which the Applicant has paid to FPL beyond the full cost of Relocation including any overhead costs.

5.8.2 In the event that this Agreement is terminated due to the cancellation or indefinite suspension of work in furtherance of the Applicant's construction, the Applicant shall be responsible for the costs of Relocation already incurred, including but not limited to all engineering, design, equipment, and materials cost, labor costs, and if any, the costs of replacement facilities already installed, necessary to place FPL's Facilities into a permanent condition suitable to provide continuous, reliable electric service to the public in accordance with all applicable laws, regulations and FPL's usual practices as set forth in Article 3 above. Nothing in Article 5.8.2 shall be construed to modify or abrogate FPL's legal duty to mitigate damages.

ARTICLE VI – INSPECTIONS

6.0 Inspections. All cost records and accounts of FPL directly related to the work performed under this Agreement shall be subject to inspection by the Applicant for a period of one (1) year from the completion date of all work performed under this Agreement. Such inspections shall be performed by the Applicant and in accordance with the following considerations:

- (a) The Applicant shall provide FPL with thirty (30) days written notice requesting an inspection,
- (b) The specific time of inspection must be mutually agreed to,
- (c) Information required for inspection purposes shall be accounts and records kept by FPL directly related to Relocation and reimbursable costs,
- (d) The Applicant may request only information reasonably required by it concerning Relocation and such request for information shall be in writing and shall include the purpose of the inspection,
- (e) FPL shall make available the requested information at its offices during normal business hours, Monday through Friday,
- (f) The Applicant shall bear any costs associated with any inspections,

including FPL costs, if any, and

- (g) Information available under this Agreement shall not be used in violation of any law or regulation. FPL shall quote a deposit amount when such a request for inspection is made which the Applicant shall pay in advance.

ARTICLE VII - GENERAL CONDITIONS

- 7.1 **Benefit of Agreement; Assignment.** The provisions of this Agreement shall inure to the benefit of and bind the successors and assigns of the parties to this Agreement but shall not inure to the benefit of any third party or other person. This Agreement shall not be assigned by either party except upon Receipt of the prior written permission of the other party. Such permission shall not be unreasonably withheld.
- 7.2 **Nonwaiver.** The failure of either party at any time to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter. Waiver by either party of a breach of the same provision or any other provision shall not constitute a waiver of the provision itself.
- 7.3 **Limitations of Liability.** Neither party shall be liable in contract, in tort (including negligence), or otherwise to the other party for any incidental or consequential loss or damage whatsoever including but not limited to loss of profits or revenue on work not performed, for loss of use or underutilization of the party's facilities, or loss of use of revenues or loss of anticipated profits resulting from either party's performance, nonperformance, or delay in performance of its obligations under this Agreement.
- 7.4 **Indemnification.** To the extent permitted by and in accordance with Section 768.28, Florida Statutes, the Applicant shall indemnify, defend and hold harmless FPL, its parent, subsidiaries or affiliates and their respective officers, directors and employees (collectively "**FPL Entities**") from and against any liabilities whatsoever, occasioned wholly or in part by the negligence of the Applicant, its contractors, subcontractors or employees, including attorney fees, for injury to or death of person(s) and property damage arising or resulting in connection with any activity associated with work or service under this Agreement. If the liability arises out of a claim made by an employee of the Applicant, its contractors or assigns, the Applicant shall indemnify FPL Entities, to the extent permitted by and in accordance with Section 768.28, Florida Statutes, unless such damage or liability is due to or caused by the sole negligence of FPL Entities. Neither Applicant nor any of its officers, agents, employees, contractors, or subcontractors will be liable for the gross negligence of FPL or any of FPL's officers, agents, or employees.
- 7.5 **Insurance.** FPL and the Applicant shall both obtain and maintain the following insurance coverage during the term of this Agreement. The Applicant and FPL

may satisfy its insurance obligations through its self-insurance, and/or program in accordance with Section 768.28, Florida Statutes, through the purchase of excess insurance, or through a combination of both.

- (a) Commercial general liability coverage must be afforded under a per occurrence policy form in limits not less than:
- \$ 1,000,000 single limit per occurrence;
 - \$ 2,000,000 aggregate per occurrence;
 - \$ 1,000,000 products/completed operations aggregate;
 - \$ 1,000,000 personal and advertising injury liability;
 - \$ 50,000 fire damage liability;
 - \$ 5,000 medical expense; and
 - \$ 1,000,000 third party property damage.
- This policy shall contain severability of interests' provisions.
- (b) Automobile liability coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles in limits no less than:
- \$1,000,000 bodily injury and property damage combined single limit each accident, or \$500,000 bodily injury and \$500,000 property damage;
 - \$10,000 personal injury protection (no fault);
 - \$500,000 hired and non-owned liability; and
 - \$10,000 medical payments.
- (c) Workers' compensation and employer's liability insurance coverage limits of not less than:
- Statutory workers' compensation coverage to apply to all employees in compliance with the laws and statutes of the State of Florida and federal government. If any operations are to be undertaken on or about navigable waters, coverage must be included for the Longshore and Harbor Workers' Compensation Act and the Jones Act;
 - \$100,000 each accident;
 - \$100,000 disease each employee; and
 - \$500,000 disease policy limit.

Should FPL or the Applicant retain "leased employees" as defined by Section 627.192, Florida Statutes, for any part of the project or service, the employee leasing agency shall provide evidence of workers' compensation coverage and employer's liability coverage for all personnel on the worksite and in compliance with the above requirements.

General and auto liability policies shall be endorsed to name the other party as an additional insured. For the Applicant, additional

insured status and endorsement shall read as: "Manatee County, a political subdivision of the State of Florida" and for FPL, additional insured status and endorsement shall read as: "Florida Power & Light Company."

Within fifteen (15) days following a request from the other party, FPL or the Applicant shall furnish to the other party either a Certificate of Insurance using an industry accepted form, signed by the issuer, with applicable endorsements evidencing the insurance set forth above, or a Letter of Self-Insurance signed by the Risk Manager, and if applicable in accordance with Section 768.28, Florida Statutes.

Each party shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policy to the Risk Manager and shall include the Agreement title with all notices.

Each party shall cause such insurance to be primary to, and not contributory with, any insurance coverage maintained by the other party, with such insurance covering the operations under this Agreement, and coverage shall contain no special limitation(s) on the scope of protection afforded to the other party, its officials, or employees.

Parties shall waive all subrogation rights against the other party for all losses or damages which occur during the Agreement period or arising out of the project or services under this Agreement, whether suit is brought during the Agreement period or not.

All required insurance policies shall be written with a carrier having a minimum A.M. Best rating of A- (or equivalent rating by another accredited organization) or better and written by an insurance company licensed to issue policies in the State of Florida.

It is each parties' responsibility to ensure that its agents, representatives, and subcontractors comply with the insurance requirements set forth herein. FPL and the Applicant shall include its agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies or shall furnish separate certificates and endorsements for each of its agents, representatives, and subcontractors working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all the requirements set forth.

Failure of either party to request evidence from the other party of insurance coverage shall not be construed as a waiver of the obligation to provide and maintain the insurance coverage set forth.

FPL understands and agrees that the Applicant does not waive its immunity, and nothing herein shall be interpreted as a waiver of the Applicant's rights, including the limitations of waiver of immunity, as set forth in Section 768.28, Florida Statutes, or any other statutes, and the Applicant expressly reserves these rights to the full extent allowed by law.

- 7.6 Contractor Indemnification. The Applicant further agrees to include the following indemnification in all contracts between the Applicant and its general contractors who perform or are responsible for construction or maintenance work on or around the subject FPL Facilities:

"The Contractor hereby agrees to release, indemnify, defend, save and hold harmless the Applicant and FPL, its parent, subsidiaries, affiliates or their respective officers, directors, or employees, from all claims, demands, liabilities and suits unless caused by the sole negligence of the Applicant or FPL for bodily injuries or death to person(s) or damage to property resulting in connection with the performance of the described work by Contractor, its subcontractor, agents or employees. This indemnification shall extend up to but shall not exceed the sum of \$1,000,000 for bodily injury or death of person(s) or property damage combined single limit and \$3,000,000 occurrence aggregate. In the event the Contractor is insured for liability with limits in excess of these amounts, Contractor's said obligation shall extend up to but shall not exceed the limits of that insurance. Contractor's costs of defending Applicant and FPL, including attorneys' fees are excluded from and are in addition to the aforesaid limitation of liability for injury, death and property damage."

- 7.7 Contractor Insurance and Notice. The Applicant agrees to require its contractors to obtain insurance to cover the above indemnity and further agrees to verify with its contractors that such insurance is in full force and effect. The Applicant shall provide FPL Group Inc.'s Risk Management Department with notice of the name and address of Applicant's contractors as specified in Article 7.6 above, prior to the commencement of the Relocation of FPL Facilities by FPL.
- 7.8 Modification or Termination of Agreement. This Agreement may be modified, amended, or terminated at any time by written agreement of the parties authorized and executed with the same formality as this Agreement.
- 7.9 Effect of Headings. The headings set forth herein are for convenience only and shall not be deemed to modify or affect the rights and obligations of the parties to this Agreement.

7.10 FPL Consent to Relocations. FPL agrees to the Relocation of the FPL Facilities to the extent necessary to eliminate conflicts with the Applicant's construction in accordance with the terms and conditions of this Agreement. The Applicant, at no expense to FPL, shall make all necessary arrangements and agreements with any person or entity which has facilities attached to the FPL poles for the relocation of those facilities.

7.11 Delegation of Power and Duties Notice. The following persons are designated as the authorized representatives of the parties for the purposes of this Agreement and all notices or other communications to either party by the other shall be made in writing and addressed as follows:

To the Applicant: County Engineer
Manatee County Government
Public Works Department
1022 26th Avenue East
Bradenton, Florida 34208

With copies to: Project Manager
44th Avenue East; 45th Street East to 44th Avenue Plaza
East; 6086960
Manatee County Government
Public Works Department
1022 26th Avenue East
Bradenton, Florida 34208

and

County Attorney
Manatee County Government
Office of the County Attorney
Post Office Box 1000
Bradenton, Florida 34206

To FPL: Rafael Diaz
Transmission Relocation Engineer
Florida Power & Light Company
700 Universe Boulevard, TS4/JW
Juno Beach, Florida 33408

7.12 Notification of FPL Facilities, Form 360. Applicant acknowledges that high voltage electric lines are located in the area of Applicant's project and agrees to warn its employees, agents, contractors and invitees, new and experienced alike, of the danger of holding on to or touching a cable or other piece of equipment that is located or working close to any overhead power line and to use all safety and

precautionary measures when working under or near FPL's Facilities. Applicant acknowledges and agrees that it has read and will comply with the Notification of FPL Facilities attached hereto as Exhibit D. Applicant shall sign and return two (2) copies of the attached Notification of FPL Facilities along with two (2) signed copies of this Agreement.

7.13 Force Majeure.

- (a) Neither party shall be liable or responsible for any delay in the performance of, or the ability to perform, any duty or obligation required by this Agreement in the event of a force majeure occurrence. Such occurrence shall include, but shall not be limited to acts of civil or military authority (including courts or administrative agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, blockades, embargoes, sabotage, epidemics, fires, unusually severe floods or weather (anywhere in the United States where FPL utility workers and contractors support restoration), strikes, lockouts or other labor disputes or difficulties. The obligation of either party to pay money in a timely manner is absolute and shall not be subject to the force majeure provisions. Force majeure as used herein means, without limitation, any cause or event not reasonably within the control of FPL or the Applicant.
- (b) In the event of any delay resulting from a force majeure circumstance, the time for performance hereunder shall be extended for a period of time reasonably necessary to overcome the effect of such delays.
- (c) In the event of any delay or nonperformance caused by a force majeure circumstance, the party affected shall promptly notify the other in writing.

7.14 Severability. In the event that any of the provisions or portions or applications thereof of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the Applicant and FPL shall negotiate an equitable adjustment in the affected provisions of this Agreement. The validity and enforceability of the remaining independent provisions shall not be affected.

7.15 Effective Date. This Agreement shall become effective upon execution by the parties and shall continue in effect until completion of all Relocation work by FPL unless otherwise provided herein or earlier termination in accordance with this Agreement.

7.16 Complete Agreement. This Agreement shall be signed by the authorized representatives of both parties and constitutes the final written expression of all the terms of the agreement between the parties and is a complete and exclusive

statement of those terms. Any and all prior or contemporaneous course of dealing, representations, promises, warranties or statements by the parties or their agents, employees, or representatives that differ in any way from the terms of this written Agreement shall be given no force or effect.

IN WITNESS WHEREOF, the parties have executed this Agreement, to be effective as of the date first above written.

APPLICANT:
MANATEE COUNTY, a political subdivision of the State of Florida



By: its Board of County Commissioners

By: *Patty Berman*
Chairperson

Date: October 22nd, 2019

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: *Ursi Jesner*
Deputy Clerk

FPL:
FLORIDA POWER & LIGHT COMPANY:

[Signature] FOR RDC JOSE M. CO
By: Ronald D. Critelli Jr. GENERAL MGR
Title: Sr Director Engineering &
Technical Services

Date: 11/22/2019

Exhibit A
The Property

See attached.

#5579047v11



FPL

TRANSMISSION WORK ORDER
T00000018680

LINE NAME: CORTEZ - JOHNSON 138 KV

LINE SECTION: CORTEZ - JOHNSON

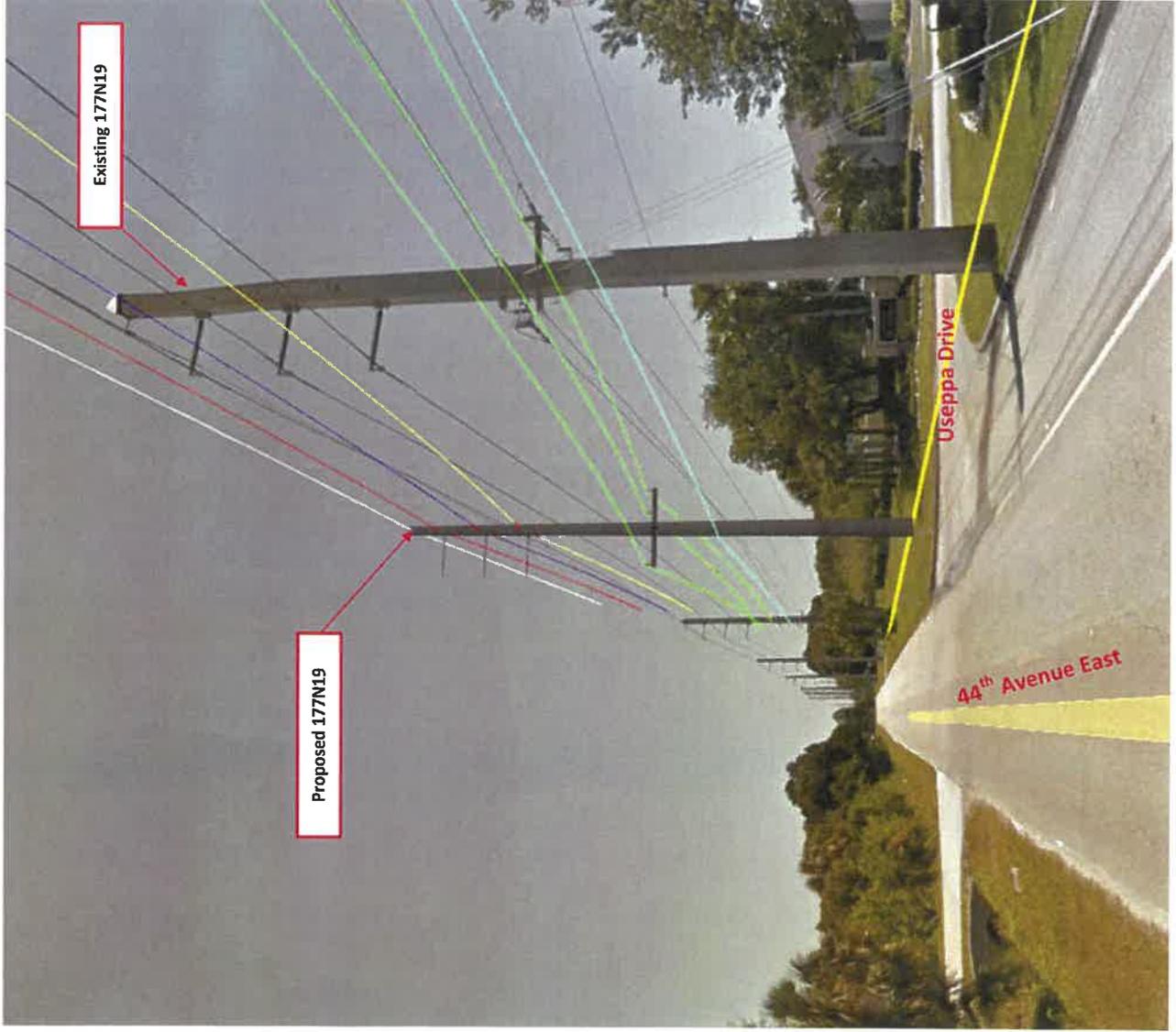
COUNTY: MAHARAJA

DESCRIPTION OF WORK: RBL COR-JOH 138KV Relocate Strs
177N19-178N2, 178N10-178N12,
178N14 & 179N3-179N5

TWO: **T00000018680**

ENG: TRICIA D'ANNUNZIO 1 of 15

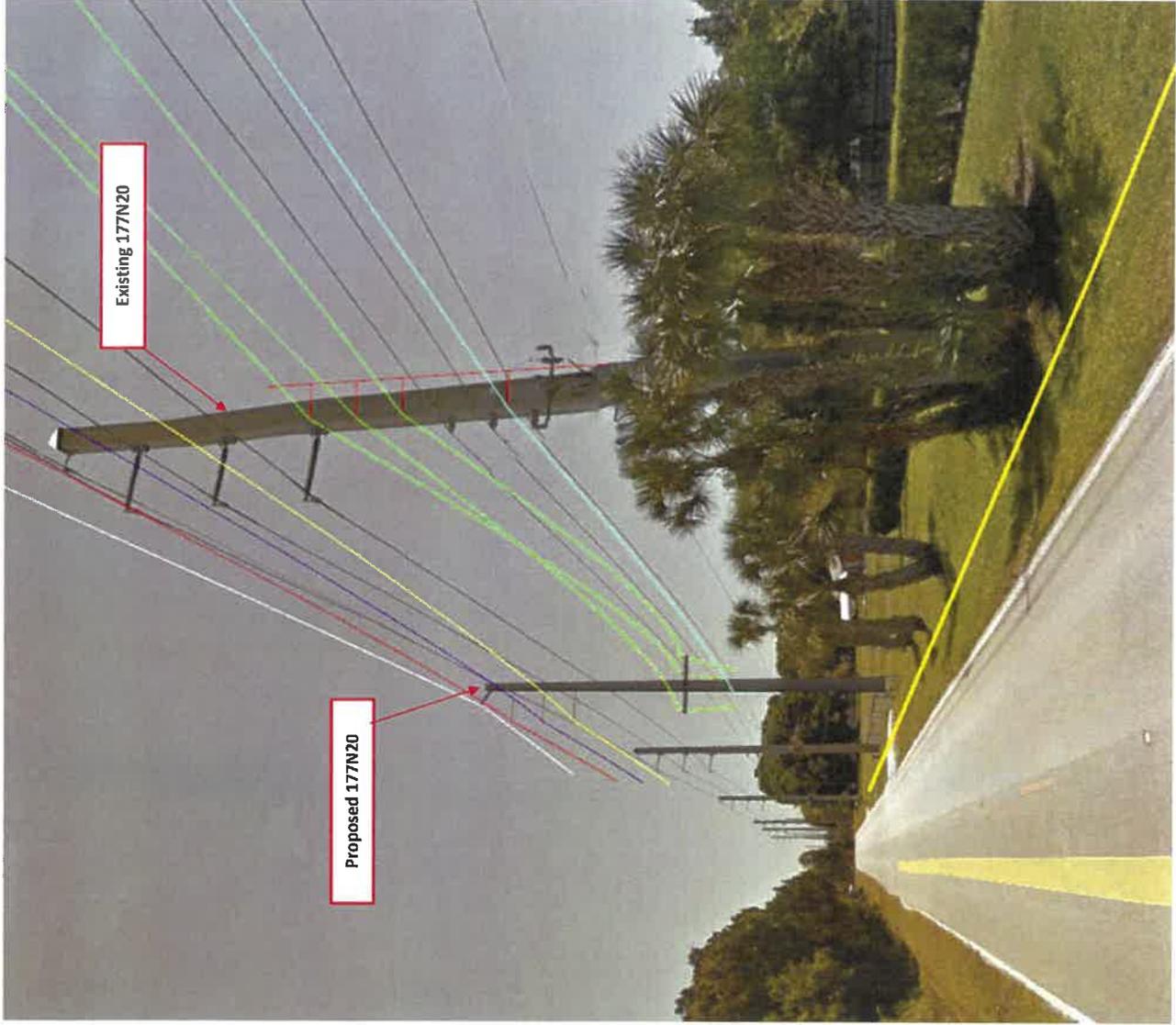
Exhibit B
Construction Drawings



177N19

- Remove existing tangent structure
- Install a 95 ft 16 kip pole framed to A123239.T7 with a set depth of 16.5 ft
- OPGW will DE on this structure. Install a splice box on this structure.
- Install four (4) vibration dampers per span on the OPGW

FPL	TRANSMISSION WORK ORDER T00000018680
	LINE NAME: CORTEZ - JOHNSON 138 KV
LINE SECTION:	CORTEZ - JOHNSON
COUNTY:	MANATEE
DESCRIPTION OF WORK:	RBL COR-JOH 138KV Relocate Strs 177N19-178N2, 178N10-178N12, 178N14 & 179N3-179N5
TWO:	T00000018680
ENG:	TRICIA D'ANNUNZIO 2 of 15



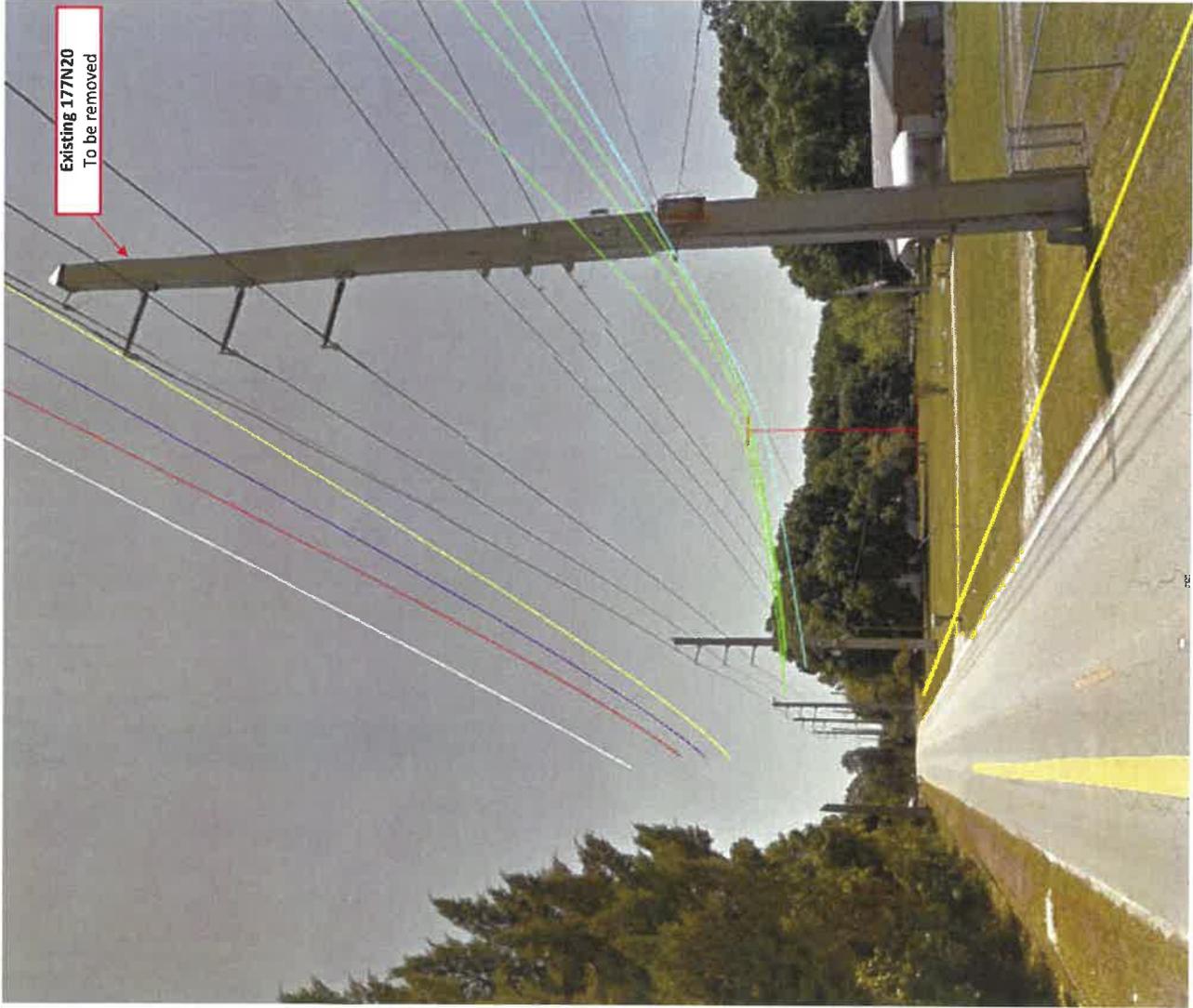
177N20

Remove existing tangent structure

Install a 100 ft 20 kip pole with a set depth of 17.5 ft and framed to A124996

Install four (4) vibration dampers per span on the OPGW

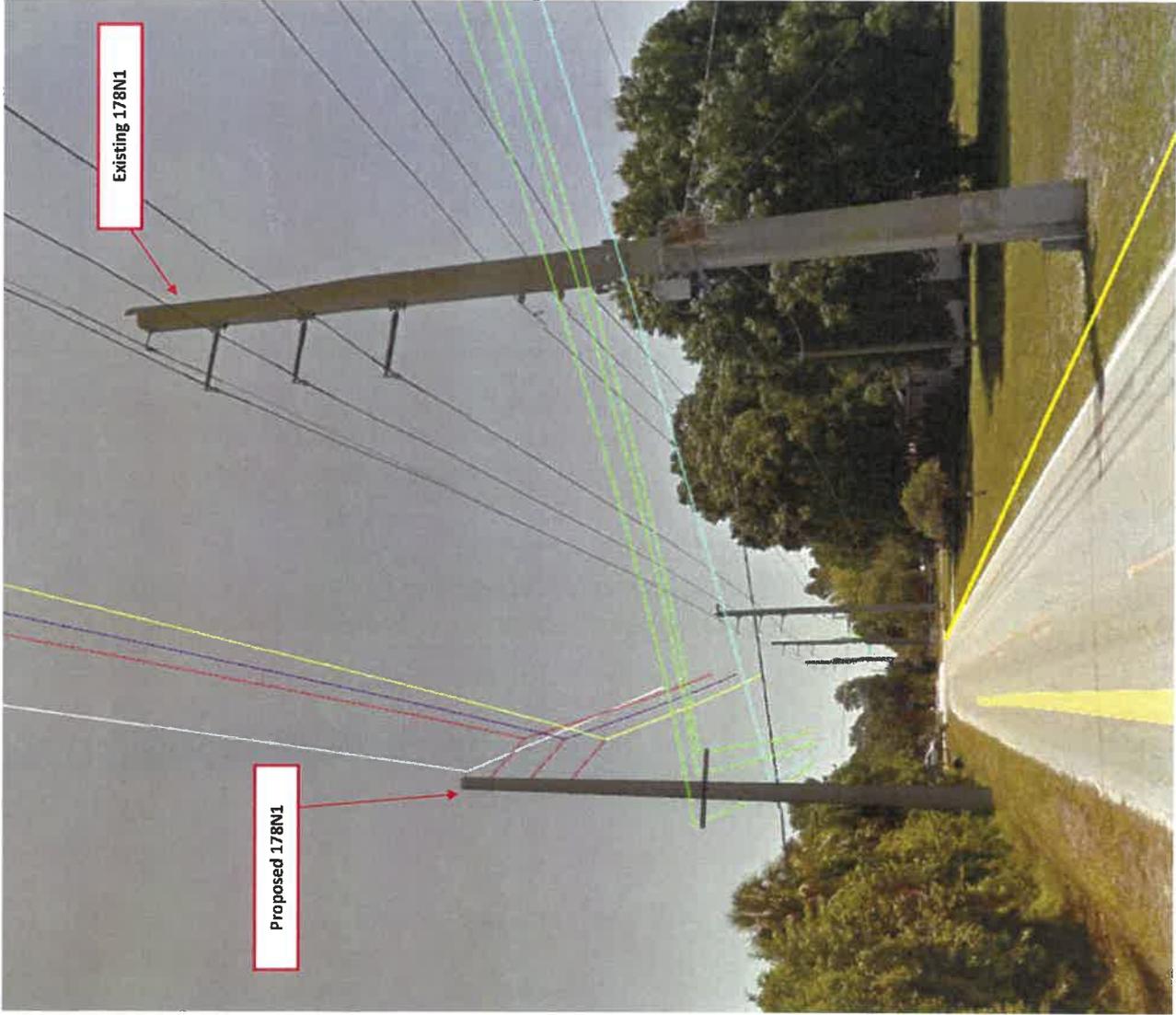
FPL	TRANSMISSION WORK ORDER	
	T00000018680	
LINE NAME:	CORTEZ - JOHNSON 138 KV	
LINE SECTION:	CORTEZ - JOHNSON	
COUNTY:	MANATEE	
DESCRIPTION OF WORK:	RBL COR-JOH 138KV Relocate Strs 177N19-178N2, 178N10-178N12, 178N14 & 179N3-179N5	
TWO:	T00000018680	
ENG:	TRICIA D'ANNUNZIO 3 of 15	



177N20

Remove existing tangent structure

FPL	TRANSMISSION WORK ORDER T00000018680
LINE NAME:	CORTEZ - JOHNSON 138 KV
LINE SECTION:	CORTEZ - JOHNSON
COUNTY:	MANATEE
DESCRIPTION OF WORK:	RBL COR-JOH 138KV Relocate Strs 177N19-178N2, 178N10-178N12, 178N14 & 179N3-179N5
TWO:	T00000018680
ENG:	TRICIA D'ANNUNZIO 4 of 15



178N1

Remove existing tangent structure

Install 100 ft 32 kip pole with a set depth of 20.5 ft and framed to A111883

Install four (4) vibration dampers per span on the OPGW

FPL	TRANSMISSION WORK ORDER	
	T00000018680	
LINE NAME:	CORTEZ - JOHNSON 138 KV	
LINE SECTION:	CORTEZ - JOHNSON	
COUNTY:	MANATEE	
DESCRIPTION OF WORK:	RBL COR-JOH 138KV Relocate Strs 177N19-178N2, 178N10-178N12, 178N14 & 179N3-179N5	
TWO:	T00000018680	
ENG:	TRICIA D'ANNUNZIO 5 of 15	



178N2

Remove existing tangent structure

FPL	TRANSMISSION WORK ORDER T00000018680
LINE NAME:	CORTEZ - JOHNSON 138 KV
LINE SECTION:	CORTEZ - JOHNSON
COUNTY:	MANATEE
DESCRIPTION OF WORK:	RBL COR-JOH 138KV Relocate Strs 177N19-178N2, 178N10-178N12, 178N14 & 179N3-179N5
TWO:	T00000018680
ENG:	TRICIA D'ANNUNZIO 6 of 15



178N3

Remove existing tangent structure

Install a 100 ft 28 kip pole with a set depth of 19.5 ft and framed to A123239.T7

OPGW will DE on this structure. Install a splice box on this structure.

Install four (4) vibration dampers per span on the OPGW

FPL	TRANSMISSION WORK ORDER	
	T00000018680	
LINE NAME:	CORTEZ - JOHNSON 138 KV	
LINE SECTION:	CORTEZ - JOHNSON	
COUNTY:	MAVATEE	
DESCRIPTION OF WORK:	RBL COR-JOH 138KV Relocate Strs 177N19-178N2, 178N10-178N12, 178N14 & 179N3-179N5	
TWO:	T00000018680	
ENG:	TRICIA D'ANNUNZIO 7 of 15	



178N9

Remove existing tangent structure

Install a 100 ft 20 kip structure with a set depth of 17.5 ft framed to A123239.T7

OPGW will DE on this structure. Install a splice box on this structure.

Install four (4) vibration dampers per span on the OPGW

FPL	TRANSMISSION WORK ORDER	
	T00000018680	
LINE NAME:	CORTEZ - JOHNSON 138 KV	
LINE SECTION:	CORTEZ - JOHNSON	
COUNTY:	MANATEE	
DESCRIPTION OF WORK:	RBL COR-JOH 138KV Relocate Strs 177N19-178N2, 178N10-178N12, 178N14 & 179N3-179N5	
TWO:	T00000018680	
ENG:	TRICIA D'ANNUNZIO 8 of 15	



178N10

Remove existing tangent structure

Install a 100 ft 36 kip pole with a set depth of 21 ft and framed to A111883

Install four (4) vibration dampers per span on the OPGW

FPL	TRANSMISSION WORK ORDER
	T00000018680
LINE NAME:	CORTEZ - JOHNSON 138 KV
LINE SECTION:	CORTEZ - JOHNSON
COUNTY:	MANATEE
DESCRIPTION OF WORK:	RBL COR-JOH 138KV Relocate Strs 177N19-178N2, 178N10-178N12, 178N14 & 179N3-179N5
TWO:	T00000018680
ENG:	TRICIA D'ANNUNZIO 9 of 15



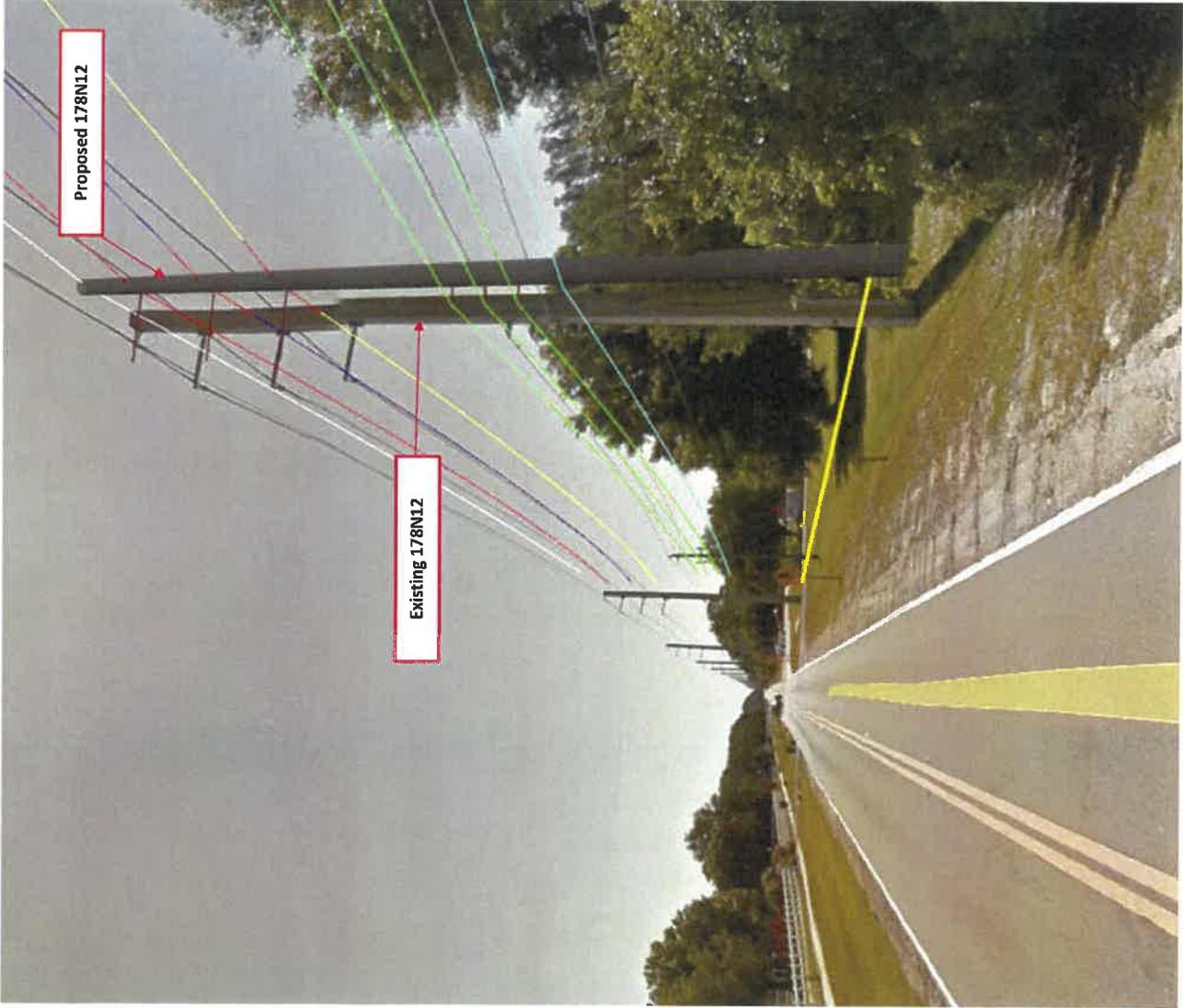
178N11

Remove existing tangent structure

Install a 90 ft 20 kip pole with a set depth of 17.5 ft and framed to A124996

Install four (4) vibration dampers per span on the OPGW

FPL	TRANSMISSION WORK ORDER	
	T00000018680	
LINE NAME:	CORTEZ - JOHNSON 138 KV	
LINE SECTION:	CORTEZ - JOHNSON	
COUNTY:	MANATEE	
DESCRIPTION OF WORK:	RBL COR-JOH 138KV Relocate Strs 177N19-178N2, 178N10-178N12, 178N14 & 179N3-179N5	
TWO:	T00000018680	
ENG:	TRICIA D'ANNUNZIO 10 of 15	



178N12

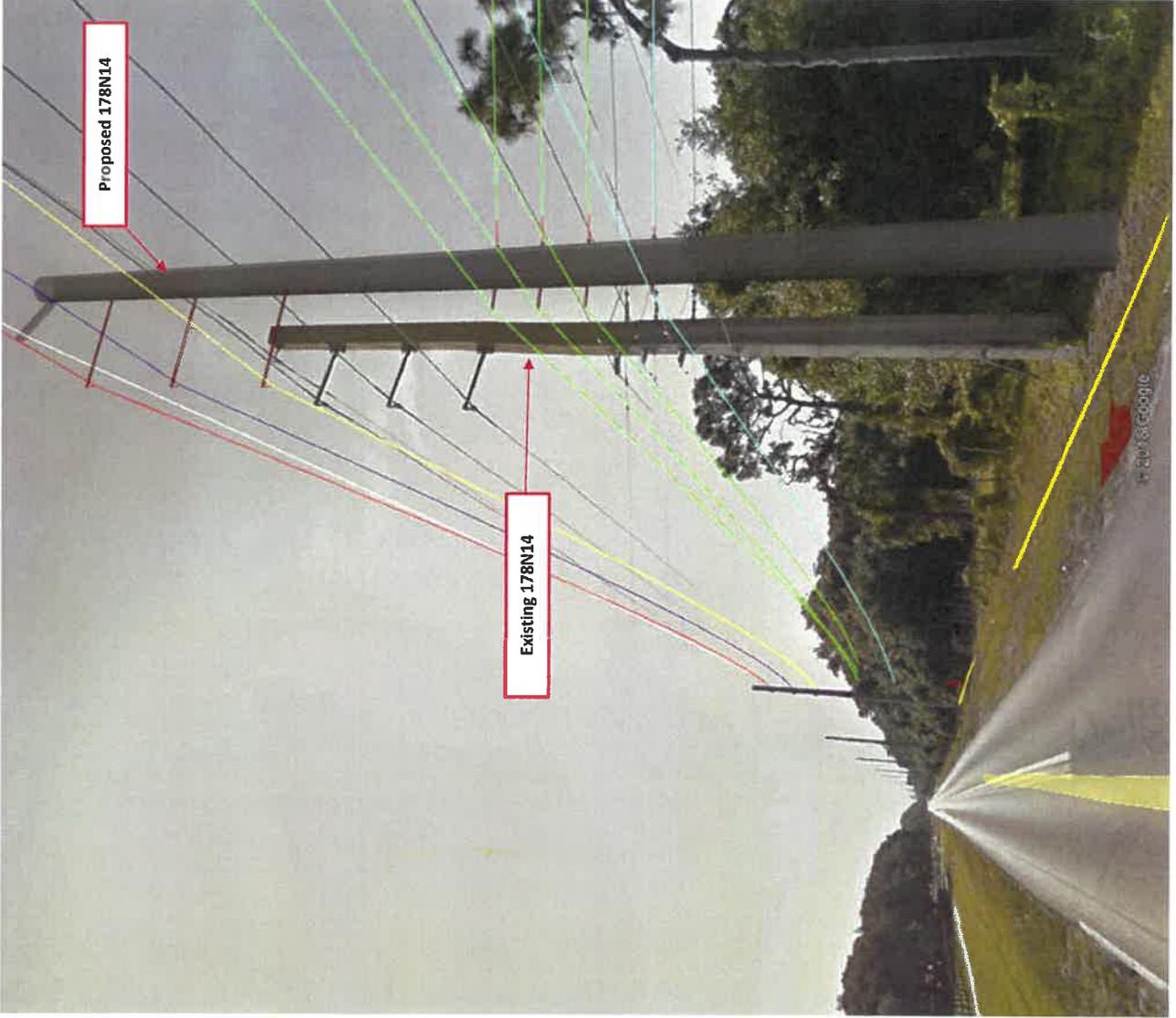
Remove existing tangent structure

Install a 90 ft 16 kip pole with a set depth of 16.5 ft and framed to A123239

OPGW will DE on this structure. Install a splice box on this structure.

Install four (4) vibration dampers per span on the OPGW

FPL	TRANSMISSION WORK ORDER T00000018680
LINE NAME:	CORTEZ - JOHNSON 138 KV
LINE SECTION:	CORTEZ - JOHNSON
COUNTY:	MANATEE
DESCRIPTION OF WORK:	RBL COR-JOH 138KV Relocate Strs 177N19-178N2, 178N10-178N12, 178N14 & 179N3-179N5
TWO:	T00000018680
ENG:	TRICIA D'ANNUNZIO 11 of 15



178N14

Remove existing tangent structure

Install a 90 ft 28 kip pole with a set depth of 19.5 ft and framed to A124996

Install four (4) vibration dampers per span on the OPGW

FPL	TRANSMISSION WORK ORDER
	T00000018680
LINE NAME:	CORTEZ - JOHNSON 138 KV
LINE SECTION:	CORTEZ - JOHNSON
COUNTY:	MANATEE
DESCRIPTION OF WORK:	RBL COR-JOH 138KV Relocate Strs 177N19-178N2, 178N10-178N12, 178N14 & 179N3-179N5
TWO:	T00000018680
ENG:	TRICIA D'ANNUNZIO 12 of 15



179N3

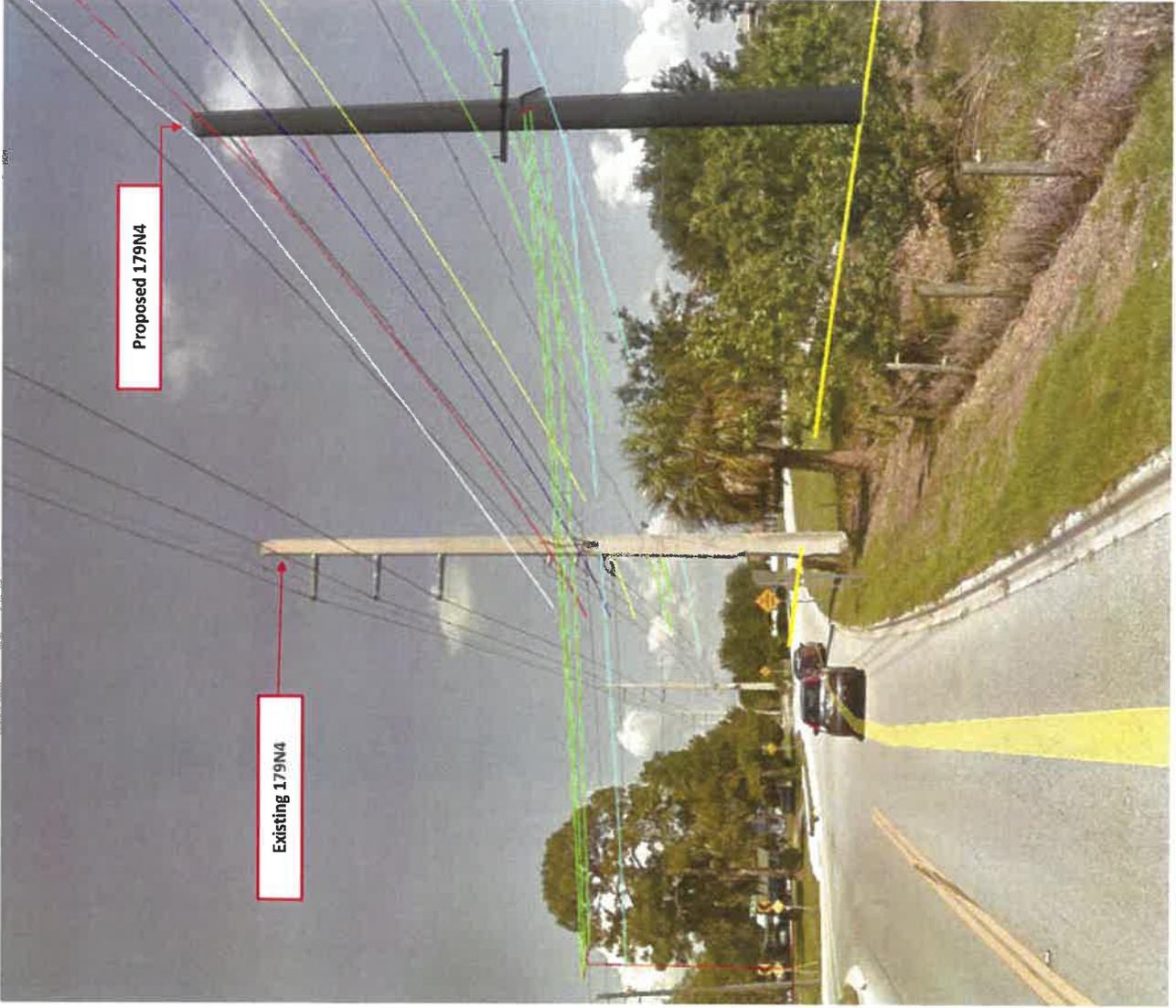
Remove existing tangent structure

Install an 85 ft 20 kip pole with a set depth of 17.5 ft and framed to A123239.T7

OPGW will DE on this structure. Install a splice box on this structure.

Install four (4) vibration dampers per span on the OPGW

FPL	TRANSMISSION WORK ORDER
	T00000018680
LINE NAME:	CORTEZ - JOHNSON 138 KV
LINE SECTION:	CORTEZ - JOHNSON
COUNTY:	MANATEE
DESCRIPTION OF WORK:	RBL COR-JOH 138KV Relocate Strs 177N19-178N2, 178N10-178N12, 178N14 & 179N3-179N5
TWO:	T00000018680
ENG:	TRICIA D'ANNUNZIO <small>13 of 15</small>



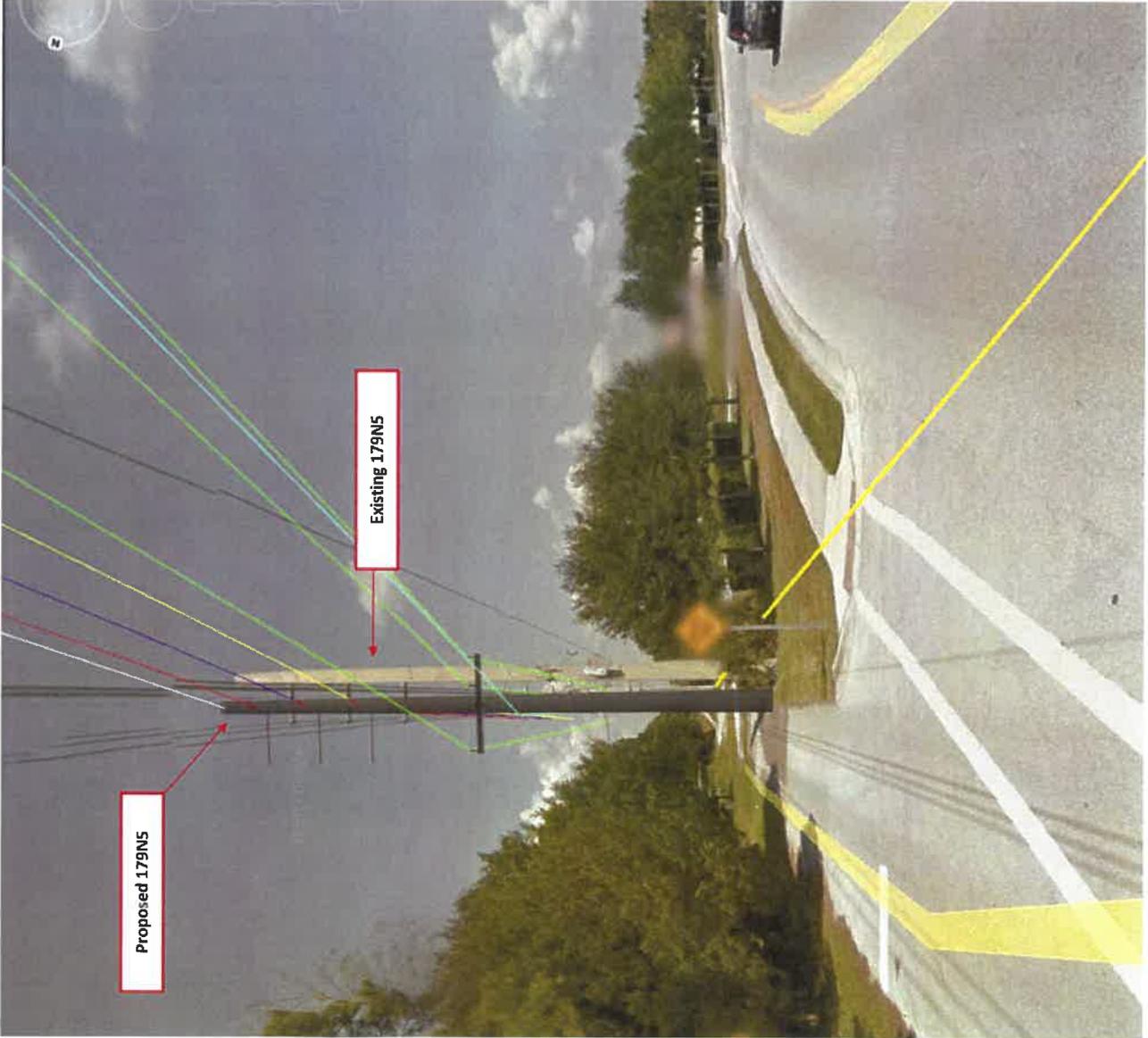
179N4

Remove existing tangent structure

Install a 90 ft 44 kip pole with a set depth of 21 ft and framed to A111883

Install four (4) vibration dampers per span on the OPGW

FPL	TRANSMISSION WORK ORDER T00000018680
LINE NAME:	CORTEZ - JOHNSON 138 KV
LINE SECTION:	CORTEZ - JOHNSON
COUNTY:	MANATEE
DESCRIPTION OF WORK:	RBL COR-JOH 138KV Relocate Strs 177N19-178N2, 178N10-178N12, 178N14 & 179N3-179N5
TWO:	T00000018680
ENG:	TRICIA D'ANNUNZIO 14 of 15



179N5

Remove existing tangent structure

Install an 85 ft 20 kip pole with a set depth of 17.5 ft and framed to A123239.T7

OPGW will DE on this structure. Install a splice box on this structure.

Install four (4) vibration dampers per span on the OPGW

FPL

TRANSMISSION WORK ORDER
T00000018680

LINE NAME: CORTEZ - JOHNSON 138 KV

LINE SECTION: CORTEZ - JOHNSON

COUNTY: MANATEE

DESCRIPTION OF WORK: RBL COR-JOH 138KV Relocate Strs
177N19-178N2, 178N10-178N12,
178N14 & 179N3-179N5

TWO: **T00000018680**

ENG: TRICIA D'ANNUNZIO 15 of 15

Exhibit C
Estimate

See attached.

#5579047v11



April 10, 2019

Eric S. Shroyer
Project Manager
Manatee County Public Works
1022 26th Avenue East
Bradenton, FL 34206-3926

RE: Proposed Relocation of Transmission Facilities

Transmission Line: COR-JOH 138KV Relocate Strs 177N19-178N2, 178N10-178N12, 178N14 & 179N3-179N5

Dear Mr. Shroyer,

We have evaluated your request to relocate the referenced FPL transmission structure(s). The non-binding Preliminary Estimate to accommodate this potential overhead relocation is **\$1,947,722.84**. The scope of the work to accomplish this relocation is replace 12 structures and remove 2 structures to accommodate road widening and bridge construction ("Scope of Work"). The non-binding Preliminary Estimate has increased in cost due to the following reasons: 1. The labor cost increased, in part, because the stub pole removals were not included in the original estimate, and 2. Higher engineering costs and material costs also contributed to a higher overall estimate cost. As you are aware, the previous estimate expired after the initial 90-day period and had to be recalculated per the terms of the initial letter. This estimate is not an offer from FPL to perform the requested work and should not be construed or used as such for detailed planning purposes. It is provided only to assist your decision-making, and will remain valid for 180 days from the date of this letter.

This non-binding Preliminary Estimate is based on our previous experience with similar relocations. However, due to the complex nature and variables associated with this type of work, the Preliminary Estimate may not accurately represent the actual costs the applicant would be obligated to pay FPL to relocate these facilities. By way of example, this Preliminary Estimate does not include the cost to relocate any distribution facilities, facilities belonging to another utility or potential third-party costs associated with the relocation, such as survey work; acquisition and recording of easements; clearing easements of trees and obstructions which are calculated on a case by case basis as part of the overall cost of the relocation. Additionally, this Preliminary Estimate is based upon favorable field conditions, which include your cooperation and the cooperation of any impacted third parties to eliminate conflicts.

The deposit amount in the amount of \$344,000 has already been received and applied towards the detailed engineering enabling us to proceed with the detailed design and estimating process. The remaining balance of **\$1,603,722.84** is required in order to proceed with the ordering of material and construction. After 90 days the Detailed Estimate will no longer be valid and would be subject to change in the event of a work scope change.

Florida Power & Light Company

700 Universe Boulevard, TS4/JW, Juno Beach, FL 33408

Payment in full and execution of a Relocation Agreement will be required prior to commencement of construction. Time of construction can vary depending upon easement execution, permitting, resource availability, material delivery and line clearances. Such projects are scheduled after full payment is made and a Relocation Agreement is executed.

Please feel free to contact me on (561) 904-3617, should you have any questions or need additional information.

Sincerely,

A handwritten signature in blue ink that reads "R. Diaz". The letters are cursive and slightly slanted.

Ralph Diaz
Transmission Relocations Engineer

Project Description

Summary Estimate of Cost

Capital Project Estimate

Project Level

Project Name:

CUS WEST

Work Order T09999-009-0985-00
List (max 6)

Line No	Salvage	Removal	Item	Item Cost	Total
6			(A) ENGINEERING		
7			Labor		
8			* Additives of Labor		
9			Transportation		
10			Applied Engineering	\$148,754.00	
11			Contractor & Misc. Expenses		
12			* Additives of Contractor/Misc. Expenses		
13			Sub-total	<u>\$148,754.00</u>	<u>\$148,754.00</u>
14					
15			(B) LAND & LAND RIGHTS (RIGHT OF WAY)		
16			Labor		
17			* Additives of Labor		
18			Transportation Expenses		
19			Purchase and/or Easements		
20			Contractor & Misc. Expenses		
21			* Additives of Contractor & Misc. Expenses		
22			Sub-total		
23					
24			(C) CONSTRUCTION		
25		\$12,306.70	Labor	\$61,346.18	
26			* Additives of Labor		
27		\$6,103.82	Transportation Expenses	\$30,426.22	
28			Material	\$267,735.77	
29			* Stores Loading	\$26,835.43	
30		\$165,694.68	Contractor & Misc. Expenses	\$825,951.60	
31			* Additives of Contractor & Misc. Expenses		
32		<u>\$184,105.20</u>	Sub-total	<u>\$1,212,295.20</u>	<u>\$1,396,400.40</u>
33					
34			(D) OTHER - MAINTENANCE		
35			Labor	\$332.17	
36			* Additives of Labor		
37			Transportation Expenses	\$164.75	
38			Material	\$671.86	
39			* Stores Handling	\$67.34	
40			Contractor & Misc. Expenses	\$4,472.28	
41			* Additives of Contractor & Misc. Expenses		
42			Sub-total	<u>\$5,708.40</u>	<u>\$5,708.40</u>
43					
44			(E) ADMINISTRATIVE & GENERAL COSTS		
45		\$57,957.25	Administrative & General Costs	\$338,902.79	
46		<u>\$57,957.25</u>	Sub-total	<u>\$338,902.79</u>	<u>\$396,860.04</u>
47					
48	<u>\$0.00</u>	<u>\$242,062.45</u>	GRAND TOTAL	<u>\$1,705,660.39</u>	<u>\$1,947,722.84</u>
49			TOTAL INSTALLATION AND MAINTENANCE COST		\$1,705,660.39
50			TOTAL REMOVAL COST		\$242,062.45
51			SALVAGE () LESS SALVAGE ADJUSTMENT (FACILITIES NOT REPLACED)		\$0.00
52			SUB-TOTAL		\$1,947,722.84
53			CREDIT ###% (FROM AGREEMENT)		\$0.00
54			NET REPLACEMENT COST (Sum lines 52 and 53)		<u>\$1,947,722.84</u>

* Handling, Tax & Insurance and Pension & Welfare at Approved Rates

Engineer: _____

Submitted By: _____

Ralph Diaz

Work Order Description

cost-only work order to process thru rbl system (Site:sarasota)

Summary Estimate of Cost

Work Order Level

Project Name CUS WEST
Work Order T09999-009-0985-000

Line No	Salvage	Removal	Item	Item Cost	Total
6			(A) ENGINEERING		
7			Labor		
8			* Additives of Labor		
9			Transportation		
10			Applied Engineering	\$148,754.00	
11			Contractor & Misc. Expenses		
12			* Additives of Contractor/Misc. Expenses		
13			Sub-total	<u>\$148,754.00</u>	<u>\$148,754.00</u>
14					
15			(B) LAND & LAND RIGHTS (RIGHT OF WAY)		
16			Labor		
17			* Additives of Labor		
18			Transportation Expenses		
19			Purchase and/or Easements		
20			Contractor & Misc. Expenses		
21			* Additives of Contractor & Misc. Expenses		
22			Sub-total		
23					
24			(C) CONSTRUCTION		
25		\$12,306.70	Labor	\$61,346.18	
26			* Additives of Labor		
27		\$6,103.82	Transportation Expenses	\$30,426.22	
28			Material	\$267,735.77	
29			* Stores Loading	\$26,835.43	
30		\$165,694.68	Contractor & Misc. Expenses	\$825,951.60	
31			* Additives of Contractor & Misc. Expenses		
32		<u>\$184,105.20</u>	Sub-total	<u>\$1,212,295.20</u>	<u>\$1,396,400.40</u>
33					
34			(D) OTHER - MAINTENANCE		
35			Labor	\$332.17	
36			* Additives of Labor		
37			Transportation Expenses	\$164.75	
38			Material	\$671.86	
39			* Stores Handling	\$67.34	
40			Contractor & Misc. Expenses	\$4,472.28	
41			* Additives of Contractor & Misc. Expenses		
42			Sub-total	<u>\$5,708.40</u>	<u>\$5,708.40</u>
43					
44			(E) ADMINISTRATIVE & GENERAL COSTS		
45		\$57,957.25	Administrative & General Costs	\$338,902.79	
46		<u>\$57,957.25</u>	Sub-total	<u>\$338,902.79</u>	<u>\$396,860.04</u>
47					
48	<u>\$0.00</u>	<u>\$242,062.45</u>	GRAND TOTAL	<u>\$1,705,660.39</u>	<u>\$1,947,722.84</u>
49			TOTAL INSTALLATION AND MAINTENANCE COST		\$1,705,660.39
50			TOTAL REMOVAL COST		\$242,062.45
51			SALVAGE () LESS SALVAGE ADJUSTMENT (FACILITIES NOT REPLACED)		\$0.00
52			SUB-TOTAL		<u>\$1,947,722.84</u>
53			CREDIT FROM AGREEMENT (0%)		\$0.00
54			NET REPLACEMENT COST (Sum lines 52 and 53)		<u>\$1,947,722.84</u>

* Handling, Tax & Insurance and Pension & Welfare at Approved Rates

Engineer: _____

Submitted By: _____

Ralph Diaz



FPL

NOTIFICATION OF FPL FACILITIES

Exhibit D

Customer/Agency Manatee County
 Developer/Contractor Name _____
 Location of Project Manatee County
 FPL Representative Ralph Diaz
 Developer/Contractor Representative _____

Date of Meeting/Contact: 5/2/19
 Project Number/Name: 2018-0386
 City: Bradenton
 Phone: 561-904-3617
 FPL Work Request #/Work Order #: T00000018680

FPL calls your attention to the fact that there may be energized, high voltage electric lines, both overhead and underground, located in the area of this project. It is imperative that you visually survey the area and that you also take the necessary steps to identify all overhead and underground facilities prior to commencing construction to determine whether the construction of any proposed improvements will bring any person, tool, machinery, equipment or object closer to FPL's power lines than the OSHA-prescribed limits. If it will, you must either re-design your project to allow it to be built safely given the pre-existing power line location, or make arrangements with FPL to either deenergize and ground our facilities, or relocate them, possibly at your expense. **You must do this before allowing any construction near the power lines.** It is impossible for FPL to know or predict whether or not the contractors or subcontractors, and their employees, will operate or use cranes, digging apparatus or other mobile equipment, or handle materials or tools, in dangerous proximity to such power lines during the course of construction, and, if so, when and where. Therefore, if it becomes necessary for any contractor or subcontractor, or their employees, to operate or handle cranes, digging apparatus, draglines, mobile equipment, or any other equipment, tools or materials in such a manner that they might come closer to underground or overhead power lines than is permitted by local, state or federal regulations, you and any such contractor or subcontractor must notify FPL in writing of such planned operation prior to the commencement thereof and make all necessary arrangements with FPL in order to carry out the work in a safe manner. **Any work in the vicinity of the electric lines should be suspended until these arrangements are finalized and implemented.**

The National Electrical Safety Code ("NESC") prescribes minimum clearances that must be maintained. If you build your structure so that those clearances cannot be maintained, you may be required to compensate FPL for the relocation of our facilities to comply with those clearances. As such, you should contact FPL prior to commencing construction near pre-existing underground or overhead power lines to make sure that your proposed improvement does not impinge upon the NESC clearances.

It is your responsibility and the responsibility of your contractors and subcontractors on this project to diligently fulfill the following obligations:

1. Make absolutely certain that all persons responsible for operating or handling cranes, digging apparatus, draglines, mobile equipment or any equipment, tool, or material capable of contacting a power line, are in compliance with all applicable state and federal regulations, including but not limited to U.S. Department of Labor OSHA Regulations, while performing their work.
2. Make sure that all cranes, digging apparatus, draglines, mobile equipment, and all other equipment or materials capable of contacting a power line have attached to them any warning signs required by U.S. Department of Labor OSHA Regulations.
3. Post and maintain proper warning signs and advise all employees, new and old alike, of their obligation to keep themselves, their tools, materials and equipment away from power lines per the following OSHA minimum approach distances (refer to OSHA regulations for restrictions):

*Power Line Voltages	Personnel and Equipment (***29 CFR 1910.333 and 1926.600)	Cranes and Derricks (29 CFR 1926.1407, 1408)	**Equipment Crane & Derrick Travel under or near Power Lines (29 CFR 1926.600 - Equipment)	(1926.1411 - Cranes and Derricks)
0 - 750 volts	10 Feet	10 Feet	4 Feet	4 Feet
751 - 50,000 volts	10 Feet	10 Feet	4 Feet	6 Feet
69,000 volts	11 Feet	15 Feet	10 Feet	10 Feet
115,000 volts	13 Feet	15 Feet	10 Feet	10 Feet
138,000 volts	13 Feet	15 Feet	10 Feet	10 Feet
230,000 volts	16 Feet	20 Feet	10 Feet	10 Feet
500,000 volts	25 Feet	25 Feet	16 Feet	16 Feet

***When uncertain of the voltage, maintain a distance of 20 feet for voltages up to 350,000 volts and 50 feet for voltages greater than 350,000 volts.**

**On Construction Sites, with no load.

***For personnel approaching insulated secondary conductors less than 750 volts, avoid contact.

4. All excavators are required to contact the Sunshine State One Call of Florida, phone number 1-800-432-4770 or 811 a minimum of two working days (excluding weekends) in advance of commencement of excavation to ensure facilities are located accurately.
5. Conduct all locations and excavations in accordance with the Florida Statute 556 of the Underground Facilities Damage Prevention & Safety Act and all local city and county ordinances that may apply.
6. When an excavation is to take place within a tolerance zone, an excavator shall use increased caution to protect underground facilities. The protection requires hand digging, pot holing, soft digging, vacuum methods, or similar procedures to identify underground facilities.

A copy of this notification must be provided by you to each contractor and subcontractor on this project, to be shared with their supervision and employees prior to commencing work on this project.

 Means by which this notification was provided to customer and/or contractor

15430 Endeavor Dr., Jupiter, FL 33478
 Address

 FPL Representative Signature

5/2/19
 Date

 Customer/Developer/Contractor Representative Signature

10-23-19
 Date

Structure N	Latitude (deg)	Longitude (deg)
177N19	27.46170383	-82.50055211
177N20	27.4616753	-82.49945423
178N1	27.46180947	-82.4982482
178N3	27.46168985	-82.49713984
178N9	27.46164338	-82.4896338
178N10	27.46145992	-82.48858283
178N11	27.46156126	-82.48784095
178N12	27.46162802	-82.48689451
178N14	27.4616436	-82.48519559
179N3	27.461609	-82.4772135
179N4	27.46148767	-82.47634426
179N5	27.46160147	-82.47547292