



**INVITATION FOR BID
IFB # 14-1933CD
CORTEZ GROINS REMOVAL AND REPLACEMENT PROJECT**

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

NON-MANDATORY INFORMATION CONFERENCE

In order to ensure all prospective bidders have sufficient information and understanding of County's needs, an Information Conference will be held at: **9:00 AM on October 28, 2014** at the **Manatee County Administration Center, Purchasing Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205.** Attendance is not mandatory, but is highly encouraged.

DEADLINE FOR CLARIFICATION REQUESTS: **5:00 PM on November 7, 2014**
Reference Bid Article A.06

BID OPENING TIME AND DATE DUE: **3:00 PM on November 20, 2014**

FOR INFORMATION CONTACT:

Chris Daley CPPO, CPPB, Contract Specialist
(941) 749-3048
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Manatee County Financial Management Department
Purchasing Division

AUTHORIZED FOR RELEASE: 

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SECTION A
INFORMATION TO BIDDERS

A.01 OPENING LOCATION

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

Any bids received after the stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their bid **delivered to the Manatee County Purchasing Division** for receipt on or before the stated time and date. Bidder shall be solely and strictly responsible for its timely delivery to the Purchasing Division. Bids delayed by mail, courier, or bids delayed for any other reason, shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the bidder's request and expense.

A.02 SEALED & MARKED

Bids shall be submitted in **duplicate, one original (marked Original) and one copy (marked Copy)** of your **signed bid** shall be submitted in one **sealed** package, clearly marked on the outside **"Sealed Bid #14-1933CD- Cortez Groins Removal and Replacement Project"** along with your company name.

For your convenience, a mailing label is provided with this Invitation for Bid package. Or, you may address the package as follows:

Manatee County Purchasing Division
1112 Manatee Avenue West, Suite 803
Bradenton, Florida 34205
Sealed Bid # _____, Title _____

All blank spaces on the bid form must be filled in as noted with amounts extended and totaled and no changes shall be made in the wording of the forms or in the items thereupon. In the event a change is made in your submittal, the bidder shall write its initials by the change. Any bid may be rejected which contains any omissions, alterations, irregularities of any kind, or which shall in any manner fail to conform to the requirements of this Invitation for Bid (IFB).

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

A.03 SECURING BID DOCUMENTS

IFB's and related documents are available on <http://www.mymanatee.org/purchasing> for download in a portable document format (.PDF) file by clicking on "Bids and Proposals" from the Purchasing Division's web page. You may view and print these files using Adobe Reader software. If necessary, you may download a free copy of Adobe Reader from the link provided on the "Bids and Proposals" page.

Additionally, Manatee County collaborates with the Manatee Chamber of Commerce by announcing solicitation opportunities to the Chamber which are then passed to its members.

Manatee County may also use DemandStar to distribute bids. On the DemandStar website, <http://www.DemandStar.com>, click on the tab titled "My DemandStar" for more information regarding this service. Participation in the DemandStar system is not a requirement for doing business with Manatee County.

Complete copies of the IFB and all related documents are available for public inspection at the Manatee County Purchasing Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205, or by calling (941) 749-3014. Appointments are encouraged. Documents are available between the hours of 9:00 AM and 4:00 PM Monday through Friday, with the exception of holidays. A complete set of the IFB documents must be used in preparing bids. County assumes no responsibility for errors and misinterpretations resulting from the use of incomplete sets of bid documents.

A.04 EXAMINATION OF BID DOCUMENTS AND SITE(S)

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

Each bidder may, at bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies, and obtain any additional information and data which pertain to the physical conditions at or contiguous to the site(s) or otherwise which may affect cost, progress, performance or furnishing of the Work and which bidder deems necessary to determine his bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the IFB documents. County will provide each bidder access to the site(s) to conduct such explorations and tests.

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

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

Inspection of the site(s) is **a requirement** to be considered for award of this bid. Prior to submitting a bid, each bidder shall examine the site(s) and all conditions thereon fully familiarizing themselves with the full scope of the Work. Failure to become familiar with site conditions will in no way relieve the successful bidder from the necessity of furnishing any materials or performing any work that is required to complete the project in accordance with the plans and specifications. Bidder shall acknowledge inspection of the project site(s) on his/her signed, submitted Bid Form.

A.05 MODIFICATION OF BID DOCUMENTS

If a bidder wishes to recommend changes to the IFB documents, the bidder shall furnish, in writing, data and information necessary to aid County in evaluating the request to modify the IFB documents. County is not obligated to make any changes to the IFB documents. Unless an Addendum is issued, the IFB documents shall remain unaltered. **Bidders must fully comply with the IFB documents in their entirety.**

A.06 CLARIFICATION & ADDENDA

Each bidder shall examine all IFB documents and shall judge all matters relating to their adequacy and accuracy. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to this IFB shall be made through the Manatee County Purchasing Division. County shall not be responsible for oral interpretations given by any County employee, representative, or others.

5:00 PM on November 7, 2014 shall be the deadline to submit to the Purchasing Division, in writing, all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this IFB.

This deadline has been established to maintain fair treatment of all potential bidders, while maintaining progression of the Work.

If any addenda are issued to this IFB, County will post the documents on the Purchasing Division's web page at <http://www.mymanatee.org/purchasing>, and then by clicking on "Bids and Proposals". If the original solicitation was broadcast via DemandStar, the addenda will also be broadcast on the DemandStar distribution system to "Planholders" on this web service.

The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

It shall be the **responsibility of each bidder, prior to submitting a bid**, to contact the Purchasing Division (see contact information on the cover page) to **determine if any addenda were issued** and to make such addenda a part of their bid.

A.07 LOBBYING

After the issuance of any IFB, prospective bidders or any agent, representative or person acting at the request of such bidder shall not contact, communicate with or discuss any matter relating in any way to the IFB with any officer, agent or employee of Manatee County other than the Purchasing Official or the contact identified in this IFB, pursuant to the Manatee County Code of Laws. This prohibition includes the act of carbon copying officers, agents or employees of Manatee County on all correspondence, including email correspondence. This requirement begins with the issuance of an IFB and ends upon execution of Agreement or when the IFB has been cancelled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Code of Laws.

A.08 UNBALANCED BIDDING PROHIBITED

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

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

In the event County determines that a bid is presumed unbalanced, it will request the opportunity to and reserves the right to, review all source quotes, bids, price lists, letters of intent, etc., which the bidder obtained and upon which the bidder relied upon to develop its bid. County reserves the right to reject as nonresponsive any presumptive unbalanced bids where the bidder is unable to demonstrate the validity and/or necessity of the unbalanced unit costs.

A.09 FRONT LOADING OF BID PRICING PROHIBITED

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

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

A.10 WITHDRAWAL OF BIDS

Bidders may withdraw bids as follows:

- a. Mistakes discovered before the public bid opening may be withdrawn by written notice from the bidder submitting the bid. This request must be received in the Purchasing Division prior to the time set for delivery and opening of the bids. A copy of the request shall be retained and the unopened bid returned to the bidder; or
- b. After the bids are opened or a selection has been determined, but before an Agreement is signed, a bidder alleging a material mistake of fact may be permitted to withdraw their bid if:
 1. the mistake is clearly evident in the solicitation document; or
 2. bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. Request to withdraw a bid must be in writing and approved by the Purchasing Official.

A.11 IRREVOCABLE OFFER

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

A.12 BID EXPENSES

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

A.13 RESERVED RIGHTS

County reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request resubmission. Also, County reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of County. Any sole response received by the first submission date may or may not be rejected by County depending on available competition and current needs of County. For all items combined, the bid of the lowest, responsive, responsible bidder will be accepted, unless all bids are rejected.

The lowest, responsible bidder shall mean that bidder who makes the lowest bid to sell goods and/or services of a quality which meets or exceeds the quality of goods and/or services set forth in the IFB documents or otherwise required by County.

To be responsive, a bidder shall submit a bid which conforms in all material respects to the requirements set forth in the IFB.

To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the bid requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

Also, County reserves the right to make such investigation as it deems necessary to determine the ability of any bidder to furnish the service requested. Information County deems necessary to make this determination shall be provided by the bidder. Such information may include, but shall not be limited to current financial statements, verification of availability of equipment and personnel, and past performance records.

A.14 APPLICABLE LAWS

Bidder must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting Agreement. Any involvement with the Manatee County Purchasing Division shall be in accordance with the Manatee County Purchasing Ordinance as amended.

A.15 COLLUSION

By submitting a bid to this IFB, bidder certifies that it has not divulged, discussed or compared its bid with any other bidder, and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to their own organization, that in connection with this bid:

- a. any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor;

- b. any prices and/or cost data quoted for this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder, prior to the scheduled opening, directly or indirectly to any other bidder or to any competitor;
- c. no attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;
- d. the only person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the resulting Agreement to be entered into; and
- e. no person or agency has been employed or retained to solicit or secure the resulting Agreement upon an agreement or understanding or a commission, percentage, brokerage, or contingent fee except bona fide employees or established commercial agencies maintained by bidder for purpose of doing business.

A.16 CODE OF ETHICS

With respect to this bid, if any bidder violates, directly or indirectly, the ethics provisions of the Manatee County Purchasing Ordinance and/or Florida criminal or civil laws related to public procurement, including but not limited to Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such bidder will be disqualified from eligibility to perform the Work described in this IFB, and may also be disqualified from furnishing future goods or services to, and from submitting any future bids to supply goods or services to, Manatee County.

By submitting a bid, the bidder represents to County that all statements made and materials submitted are truthful, with no relevant facts withheld. If a bidder is determined to have been untruthful in their bid or any related presentation, such bidder will be disqualified from eligibility to perform the Work described in this IFB, and may also be disqualified from furnishing future goods or services to, and from submitting any future bids to supply goods or services to, Manatee County.

A.17 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES

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

In addition, the Manatee County Code of Laws prohibits the award of any bid to any person or entity who/which has, within the past five (5) years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of any environmental law that, in the reasonable opinion of the Purchasing Official, establishes reasonable grounds to believe the person or business entity will not conduct business in a responsible matter.

To ensure compliance with the foregoing, the Code requires all persons or entities desiring to do business with County to execute and file with the Purchasing Official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with County. In the case of a business entity other than a partnership or a corporation, such affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, such affidavit shall be executed by the general partner(s). A Public Contracting and Environmental Crimes Certification form is attached herein for this purpose.

A.18 BID FORMS

Bids must be submitted on the provided forms, although additional pages may be attached. **Bidders must fully complete all pages of the Bid Forms. Bid Forms must be executed by an authorized signatory who has the legal authority to make the bid and bind the company. Bidders must fully comply with all requirements of this IFB in its entirety.** Failure to comply shall result in bidder being deemed nonresponsive.

A.19 LEGAL NAME

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

When bidder is a partnership, the Bid Form shall be signed in the name of the firm and by all partners required under the terms of the partnership agreement. When a corporation is a bidder, the authorized corporate officers shall sign.

Bidders who are corporations or limited partnerships shall provide a certified copy of their permit to transact business in the State of Florida, preferably along with the Bid Form, or within forty-eight (48) hours after request by County.

When submitting a bid as a joint venture, it must have filed paper documents with the Division of Profession's Construction Industry Licensing Board prior to submitting a bid.

A.20 DISCOUNTS

Any and all discounts must be incorporated in the prices contained in the bid and not shown separately. The prices indicated on the Bid Form shall be the prices used in determining award.

A.21 TAXES

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

A.22 DESCRIPTIVE INFORMATION

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

A.23 AMERICANS WITH DISABILITIES ACT

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

A.24 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

In accordance with the provisions of Title VI of the Civil Rights Act of 1964 and Title 15, Part 8 of the Code of Federal Regulations, County hereby notifies all bidders that they will affirmatively ensure minority business enterprises will be afforded full opportunity to participate in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for bid award.

A.25 MBE/DBE

The State of Florida Office of Supplier Diversity provides the certification process and the database for identifying certified MBE/DBE firms. This service may be directly accessed at: <http://www.osd.dms.state.fl.us/iframe.htm>. If you have any questions regarding this State service, please contact their office at (850) 487-0915.

A.26 MATHEMATICAL ERRORS

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

A.27 DISCLOSURE

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

Bids become subject to disclosure thirty (30) days after the opening or if a notice of intent to award decision is made earlier than this time as provided by Florida Statutes § 119.071(1)(b). No announcement or review of the bid shall be conducted at the public bid opening.

Based on the above, County will receive bids at the time and date stated and will make public at the opening the names of the business entities of all that submitted a bid and any amount presented as a total offer without any verification of the mathematics or the completeness of the bid.

If County rejects all bids and concurrently notices its intent to reissue the solicitation, the rejected bids are exempt from public disclosure until such time as County provides notice of an intended decision concerning the reissued solicitation or until County withdraws the reissued solicitation. A bid is not exempt for longer than twelve (12) months after the initial notice rejecting all bids.

Pursuant to Florida Statutes 119.0701, to the extent successful bidder is performing services on behalf of County, successful bidder must:

- a. keep and maintain public records that ordinarily and necessarily would be required by County in order to perform the service;
- b. provide the public with access to public records on the same terms and conditions that County would provide and at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law;
- c. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- d. meet all requirements for retaining public records and transfer, at no cost, to County all public records in possession of successful bidder upon termination of the awarded Agreement and/or PO and destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. All records stored electronically must be provided to County in a format that is compatible with County's information technology systems.

A.28 LOCAL PREFERENCE

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

Local preference shall not apply to the following categories of Agreements:

1. Purchases or Agreements which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference.
2. Any bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the County Commission or County Administrator, or where such suspension is, in the opinion of the County Attorney, required by law.

To qualify for local preference under this section, **a local business must certify to County** by completing an **“Affidavit as to Local Business Form”**, which is available for download at www.mymanatee.org/vendor. Click on “Affidavit for Local Business” to access and print the form. Complete, notarize, and mail the notarized original to the following address: Manatee County Purchasing Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205.

It is the responsibility of the bidder to ensure accuracy of the Affidavit as to Local Business and notify County of any changes affecting same.

A.29 VENDOR REGISTRATION

Registering your business with Manatee County will enhance our opportunities to identify sources for goods and services, plus identify local businesses. This information is used for soliciting quotations up to \$250,000.00 and for competitive solicitations of larger purchases.

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

Quick steps to registration: www.mymanatee.org/purchasing

A link to Vendor Registration is listed on the Purchasing Division’s web page under “Register as a Vendor”. Click on “Vendor Registration Form” for on-line input.

Registration is not mandatory; however, by taking the time to register, you are helping County to provide timely notification of quotation, bid and proposal opportunities to your business.

A.30 ePAYABLES

Manatee County and Clerk of the Circuit Court have partnered to offer the ePayables program, which allows payments to be made to vendors via credit cards. The Clerk will issue a unique credit card number to each vendor; the card has a zero balance until payments have been authorized.

After goods are delivered or services rendered, vendors submit invoices to the remit to address on the purchase order according to the current process. When payments are authorized, an email notification is sent to the vendor. The email notification includes the invoice number(s), invoice date(s), and amount of payment. There is no cost for vendors to participate in this program; however, there may be a charge by the company that processes your credit card transactions.

If you are interested in participating in this program, please complete the ePayables Application attached herein and return the completed form via email to Ms. Lori Bryan, Supervisor at lori.bryan@manateeclerk.com.

NOTE: ANY OR ALL STATEMENTS CONTAINED IN THE FOLLOWING SECTIONS: SCOPE OF WORK, BID SUMMARY, GENERAL TERMS AND CONDITIONS, GENERAL CONDITIONS, OR FORM OF CONTRACT, WHICH VARY FROM THE INFORMATION TO BIDDERS, SHALL HAVE PRECEDENCE.

END OF SECTION A

SECTION B
SCOPE OF WORK

B.01 SCOPE OF WORK

The Work included in this Bid consists of furnishing all labor equipment, supplies and materials, and of performing all operations and surveys in connection with the removal and replacement of the three groins at Cortez Beach, located on Anna Maria Island in Manatee County, in accordance with the Plans and Specifications.

The Cortez Groins are located in Manatee County in the southern portion of Anna Maria Island. The groins are located on Cortez Beach, seaward of Gulf Drive and between 6th Street south and 13th Street south. The groins are situated on the beach between Florida Department of Environmental Protection (FDEP) beach monuments R-33 to R-36.

The existing groins which are to be removed consist of reinforced concrete piles, rebar, concrete support beams and decking. All components of the existing structures shall be demolished in accordance with the project specifications, removed from the beach and disposed of in a legal manner. The beach and near-shore zone shall be free of groin demolition and construction debris to promote a safe beach experience and safe swimming environment.

The new permeable adjustable groins will be constructed over the same footprint of the demolished groins. Construction of the three groins will consist of driving of steel piles and the placement of prefabricated concrete groin members over the driven piles.

The Successful Bidder shall furnish all Shop Drawings, working drawings, labor, materials, equipment, tools, services and incidentals necessary to complete all Work required by these Specifications.

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

The Successful Bidder shall furnish and install all materials, equipment and labor which is reasonably and properly inferable and necessary for the proper completion of the Work, whether specifically indicated in the Bid Documents or not.

END OF SECTION B

SECTION C **BID SUMMARY**

C.01 MINIMUM QUALIFICATIONS OF BIDDERS

No person who is not certified or registered as a General Contractor pursuant to Florida Statutes, Chapter 489 on the day the bid is submitted, and who has continuously held that certification or registration for a period of at least three (3) consecutive years immediately prior to the day the bid is submitted, may be qualified to bid on this Work. In the event that a bidder is a business organization, including a partnership, corporation, business trust or other legal entity as set forth in Florida Statutes § 489.119(2), then the bidder shall only be qualified to bid on this Work if: 1) the bidder (the business organization) is on the day the bid is submitted, and for at least three (3) consecutive years immediately prior to the day the bid is submitted has been, in continuous existence, properly licensed and registered as required by Florida law; and 2) the bidder, on the day the bid is submitted, has a certified or registered Qualifying Agent, as required by Florida Statutes § 489.119, and that Qualifying Agent has been the same Qualifying Agent of the bidder for a period of at least three (3) consecutive years immediately prior to the day the bid is submitted.

The Bidding Contractor (company supplying the Bid) shall have a minimum of three (3) years' experience in marine contracting and similar coastal work which is the subject of this IFB to be considered for award.

C.02 ENGINEER'S ESTIMATE

The construction cost estimate for this Work is **\$5,000,000.00**, which is based on the original scope of work and drawings issued. Changes to the scope of work by addenda to this bid subsequent to the original documents may not be accounted for in this construction cost estimate.

C.03 BASIS OF AWARD

Award shall be to the lowest, responsive, responsible Bidder meeting Specifications and having the lowest total offer for the requirements listed on the Bid Form for the Work as set forth in this Invitation for Bid. Bid prices shall include costs for furnishing all labor, equipment and/or materials for the completion of the Work in accordance with and in the manner set forth and described in the Bid Documents to County's satisfaction within the prescribed time.

Only one schedule for Completion of the Work shall be considered. Only one Award shall be made.

NOTE: Inspection of the site is a pre-requisite to be considered for Award of this Bid.

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

Whenever two or more bids are equal with respect to price, the bid received from a local business shall be given preference in award.

Whenever two or more bids are equal with respect to price, and all other evaluative factors are otherwise equal, including local preference policies, if the company provides documented environmentally preferable “green” products, materials, or supplies, they shall be given preference in award.

Whenever two or more bids which are equal with respect to price are received, and neither of these bids are from a local business, and neither of these bids provides documented “green” products, the award shall be determined by a chance drawing, coin toss, or similar tie-breaking method conducted by the Purchasing Division and open to the public.

END OF SECTION C

SECTION D
GENERAL TERMS & CONDITIONS

D.01 AGREEMENT FORMS

The Agreement resulting from the acceptance of a bid shall be in the form of the Agreement stated in this IFB, which is attached herein.

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

D.02 ASSIGNMENT OF AGREEMENT

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

D.03 COMPLETION OF WORK

The Work will be completed and ready for final inspection within the specified calendar days from the date the Contract time commences to run. Only one Bid shall be considered based on **285 calendar days**. **Only one Award shall be made**.

D.04 LIQUIDATED DAMAGES

If the successful bidder refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will hinder its completion within the time specified, County may seek damages. The actual damages for delay will be impossible to determine and in lieu thereof, the successful bidder shall pay to County the sum of **\$2,878** as fixed, agreed, and liquidated damages for each calendar day of the delay until the Work is finally accepted by County and the successful bidder.

D.05 PAYMENT

Successful bidder may apply for partial payment on monthly estimates, based on the amount of the Work done or completed in compliance with the provisions of the resulting Agreement. Successful bidder shall submit an application, on a standard pay application form provided or approved by County, of an approximate estimate of the proportionate value of the Work done, items and locations of the Work performed up to and including the last day of the period then ending.

County will then review said estimate and make any necessary revisions so that the estimate can receive approval for payment. If the successful bidder and County do not agree on the approximate estimate of the proportionate value of the Work done for any pay period, the determination of County will be binding. The amount of said estimate after deducting any required retainage and all previous payments shall be due and payable to the successful bidder, twenty (20) business days if County is its own Engineer of Record (EOR) or twenty-five (25) business days if outside agent approval is required after the pay estimate has been approved by the agent for County.

In accordance with the Prompt Payment Act, Florida Statutes § 218.735(7), a punch list shall be formulated. Time allowed for development of punch list is:

- a. Awarded agreements with an estimated cost of less than \$10 million will be within thirty (30) calendar days after reaching substantial completion.
- b. Awarded agreements with a cost of \$10 million dollars or more will be within thirty (30) calendar days OR if extended by Agreement, up to sixty (60) calendar days after reaching substantial completion.

The final completion date of the resulting Agreement must be at least thirty (30) days after delivery of the list of items. If the list is not provided to the successful bidder by the agreed upon date, the contract completion time must be extended by the number of days County exceeds the delivery date.

It is the successful bidder's responsibility for the care of the materials. Any damage to or loss of said materials is the full responsibility of the successful bidder. Any periodical pay estimate signed by the successful bidder shall be final as to the successful bidder for any or all Work covered by the periodical pay estimate.

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

Successful bidder agrees to furnish an affidavit stating that all laborers, material men, and subcontractors have been paid for Work covered by the application for payment and that a partial or complete release of lien, as may be necessary, be properly executed by the material men, laborers, subcontractors for Work covered by the application for payment, sufficient to secure County from any claim whatsoever arising out of the aforesaid Work. When the successful bidder has completed the Work in compliance with the terms of the Agreement, he shall notify County in writing that the Work is ready for final inspection.

County will then advise successful bidder as to the arrangements for final inspection and what Work, if any, is required to prepare the Work or a portion thereof for final inspection. When County determines the Work or portion thereof is ready for final inspection, County shall perform same. Upon completion of final inspection, County will notify successful bidder of all particulars in which this inspection reveals that the Work is incomplete or defective. Successful bidder shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies. When all such errors have been corrected, a final re-inspection will be made.

The process will be repeated until, in the opinion of County, the Work has been completed in compliance with the terms of the IFB Documents.

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

D.06 CONTRACT CONTINGENCY WORK

Contract contingency is a monetary allowance used solely at County's discretion to handle unexpected conditions as required to satisfactorily complete the Work in accordance with the IFB documents. A field directive must be issued by an authorized County representative to authorize use of contract contingency funds.

The percentage for contract contingency is listed on the Bid Form. Bidder shall enter the dollar amount for contract contingency based on the percentage of the total base bid. The total contract award will include contract contingency.

Appropriate uses of contract contingency include increases to existing bid item quantities that do not change the initial scope of work, which may be directed by staff; modification items not originally bid which were unforeseen yet necessary during the Work to provide a safe, complete project and that do not change the initial scope of work; and unanticipated conflicts and/or design changes required during construction which are necessary to provide a safe, complete project and that do not change the initial scope of work.

Inappropriate uses of contract contingency include anything that changes the initial scope of work, including the contract price and contract time, and adding bid items not previously contemplated that change the initial scope of work.

D.07 RETAINAGE

A Retainage of 10% of the total Work in place shall be withheld until 50% complete. After 50% completion, the Retainage shall be reduced to 5% of the total Work in place until Final Completion and acceptance of the Work by County. Upon final acceptance, the remaining Retainage shall be included in the final payment.

D.08 PROGRESS REQUIREMENTS

All Work done under the resulting Agreement shall be done with a minimum of inconvenience to the private property owners in the area. Successful bidder shall coordinate his Work with private property owners such that existing utility services are maintained and they have access to their property at all times.

D.09 WARRANTY AND GUARANTEE PROVISIONS

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

All materials, equipment, and workmanship furnished and installed by the successful bidder is warranted and guaranteed by the successful bidder to meet the required standards and to accomplish the purposes and functions of the Work as defined, detailed, and specified herein.

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

D.10 MATERIALS AND WORKMANSHIP

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

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

D.11 PROJECT CLOSE-OUT

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

When County determines the Work is acceptable in accordance with the IFB documents, successful bidder shall provide the close out submittals, including but not necessarily limited to the following:

- 1 set Certificate of Warranties
- 1 set Manufacturer's Product Literature (when applicable)
- 1 set Project Record Drawings
- 1 set Subcontractor Information (when applicable)

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

D.12 ROYALTIES AND PATENTS

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

D.13 AUTHORIZED PRODUCT REPRESENTATION

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

D.14 REGULATIONS

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

D.15 CANCELLATION

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

D.16 INDEMNIFICATION

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

D.17 SUBCONTRACTORS, SUPPLIERS AND OTHERS

The identity of subcontractors, suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment) may be requested by County for each bid item from any of the bidders; and the bidder shall respond within five (5) days after the date of such request. Such list shall be accompanied by an experience statement with pertinent information regarding similar Work and other evidence of qualification for each such subcontractor, supplier, persons or organization if requested by County. If County, after due investigation, has reasonable objection to any proposed subcontractor, supplier, other person or organization, County may, before the notice of intent to award is given, request the successful bidder to submit an acceptable substitute without an increase in contract price or contract time.

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

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

D.18 E-VERIFY

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

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

The successful bidder shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the successful bidder during the term of the Agreement; and

The successful bidder shall expressly require any subcontractors performing work or providing services pursuant to the state contract to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Agreement.

D.19 NO DAMAGES FOR DELAY

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

D.20 NO INTEREST

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

D.21 BE GREEN

All bidders are encouraged to use as many **environmentally preferable** "green" products, materials, supplies, etc. as possible in order to promote a safe and healthy environment. **Environmentally preferable are products or services that have a reduced adverse effect on the environment.** Where all other evaluative factors, including local preference policies, are otherwise equal, such policies and practices will be a determinative factor in the award decision.

Provide detail of your organization's initiative and its ability to meet the goal of environmental sustainability.

END OF SECTION D

SECTION E **GENERAL CONDITIONS**

ARTICLE 1. DEFINITIONS

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

Addendum - Written or graphic instruments issued prior to the opening of Bids which clarify or change the Bid Documents.

Administrative Contract Adjustment (ACA) – A minor change to a Contract, which is less than 10% of the Contract Price or less than 20% of the Contract Time, and does not require Board approval. (Reference Resolution R-07-189)

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

Award - Acceptance of the Bid from the person, firm, or corporation which in the County's sole and absolute judgment will under all circumstances best serve the public interest. Award shall be made in accordance with Chapter 2-26 of the Manatee County Code.

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

Bid Bond – An insurance agreement, accompanied by a monetary commitment, by which a third party (the Surety) accepts liability and guarantees that the Bidder will not withdraw the Bid.

Bidder - One who submits a Bid directly to the County, as distinct from a Sub-bidder, who submits a Bid to a Bidder.

Bid Documents - Consists of the Invitation for Bid, which includes but is not limited to the Bid Form, drawings, technical Specifications, terms and conditions, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids); and becomes a part of the resulting Contract.

Bid Summary – Specifications or scope of Work that specifically describes the Work to be done for this Project.

Bond Rider – A Bond Rider increases the Performance Bond coverage to ensure responsibility of the Contractor in executing the Work for the County in consideration of the increased value resulting from an approved change in the Contract amount.

Change Order - A document recommended by the Project Representative which is signed by Contractor and County and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Contract.

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

Contract - The written Contract between County and Contractor covering the Work to be performed; other Contract Documents are attached to the Contract and made a part thereof as provided therein.

Contract Contingency - A monetary allowance used at the County's discretion, which is part of the total sum of the Contract that allows for minor changes in the Contract that do not change the initial Scope of Work, including Contract Price and Contract Time.

Contract Documents - The Contract, Invitation for Bid in its entirety, Public Construction Bond Form and Insurance Certificate(s), Drawings/Plans, Addenda (which pertain to the Bid Documents), Contractor's Bid Form (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award), and Reports, together with all written Change Orders and other documents amending, modifying or supplementing the Contract Documents issued on or after the Effective Date of the Contract.

Contract Price - The monies payable by County to Contractor under the Contract Documents as stated in the Contract.

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

Contractor - The person, firm or corporation with whom County has entered into a Contract.

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

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

Drawings - The drawings which show the character and Scope of Work to be performed and which have been prepared or approved by Engineer and are referred to in the Bid and Contract Documents.

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

Engineer – Licensed professional who is responsible for the preparation, signing, dating, sealing and issuing of any engineering document(s) for any engineering service or Work.

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

Field Directive - A written order issued by an authorized County Representative which approves changes in the Work, but does not involve a change in the initial Scope of Work, including the Contract Price and the Contract Time. A Field Directive must be issued by an authorized County Representative to authorize use of Contract Contingency funds.

Final Completion – The Work (including items defined on the Punch List) has been completed, accepted in writing by the County, approved as-builts have been received, and is ready for final payment.

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

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

Information (Pre-Bid) Conference – A meeting held by the Purchasing Division with potential Bidders, prior to the opening of the solicitation, for the purpose of answering questions, clarifying ambiguities, and responding to general issues in order to establish a common basis for understanding all of the requirements of the solicitation; may result in the issuance of an Addendum.

Material Breach – A substantial failure in the performance of the Contract, as to give the affected party the right to remedies available in the Contract.

Non-prejudicial Delay - Any delay impacting a portion of the Work within the available total Float or Slack Time and not necessarily preventing completion of the Work within the Contract Time.

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

Notice of Intent to Award - The written notice to the apparent Successful Bidder stating Award has been recommended with final Award to be authorized by the Purchasing Official or Board of County Commissioners, as appropriate.

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

Payment Bond – An instrument, issued by a Surety that guarantees that Subcontractors will be paid for labor expended on the Contract.

Performance Bond – An instrument executed subsequent to Award by the successful Contractor that protects the County from loss due to Contractor's inability to complete the Contract as agreed.

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

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

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

Project - The total construction of which the Work to be provided under the Contract Documents (may be the whole or a part as indicated elsewhere in the Contract Documents).

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

Punch List – A list of minor deficiencies or additional Work that does not prohibit achieving Substantial Completion yet must be completed before Final Completion of the Contract can be achieved.

Retainage – A certain percentage, identified in the solicitation document, is withheld from payment due to the Contractor until the Work is fully completed and accepted by County.

Schedule of Values – In the case of a total, lump sum Bid, unit prices shall be established for this Contract by the submission of a Schedule of Values. In the case of an itemized Bid, unit prices are the prices bid. The Contractor shall submit a Schedule of Values within ten (10) days of Notice to Proceed date. The schedule shall include quantities and prices of items equaling the Total Offer and will subdivide the Work into components in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work. Upon request of the County, the Contractor shall support the values with data which will substantiate their correctness.

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

Special Provisions: As required to define Work or procedures not covered in the standard Specifications, and as necessary to supplement or modify items in the standard Specifications.

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

Substantial Completion - The stage in the progress of the Work (or a specified portion thereof) is sufficiently complete in accordance with the Contract Documents so the Work (or a specified portion thereof) can be utilized for the intended purpose.

Successful Bidder - The lowest, responsible and responsive Bidder to whom an Award is made.

Supplier - A manufacturer, fabricator, Supplier, distributor, material man or vendor.

Surety – A pledge or guarantee by an insurance company, bank, individual or corporation on behalf of the Bidder which protects against default or failure of the principal to satisfy the contractual obligations.

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

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

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

Work Directive Change - A written directive to Contractor, issued on or after the Effective Date of the Contract and signed by County and recommended by Project Representative ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed or to emergencies. A Work Directive Change itself may not change the Contract Price or Contract Time; but is evidence that the parties expect that the change directed or documented by a Work Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time.

Written Amendment - A Written Amendment of the Contract Documents, signed by County and Contractor on or after the Effective Date of the Contract and normally dealing with the non-engineering or non-technical rather than strictly Work related aspects of the Contract Documents.

ARTICLE 2. PRELIMINARY MATTERS

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

- 2.1 The Contractor must submit a proposed schedule of the Work at the Preconstruction Conference. The purpose of this schedule is to enable the County to govern the Work, to protect the functions of the local government and its citizens and to aid in providing appropriate surveillance. The County shall have the right to reschedule Work provided such rescheduling is in accordance with the remainder of the terms of the Contract. The schedule shall show, as a minimum, the approximate dates on which each segment of the Work is expected to be started and finished, the proposed traffic flows during each month, the anticipated earnings by the Contractor for each month and the approximate number of crews and equipment to be used. The County, after necessary rescheduling and obtaining additional information for specific

purposes, shall review and approve the schedule. The Contractor shall also forward to the County, as soon as practicable after the first day of each month, a summary report of the progress of the various parts of the Work under the Contract, in fabrication and in the field, stating the existing status, estimated time of completion and cause of delay, if any. Together with the summary report, the Contractor shall submit any necessary revisions to the original schedule for the County's review and approval. In addition, more detailed schedules may be required by the County for daily traffic control.

- 2.2 A Notice to Proceed may be given at any time within thirty (30) days after the Effective Date of the Contract. The Contract Time will commence at the time specified in such notice. Contractor shall start to perform the Work on the date specified in the Notice to Proceed, but no Work shall be done at the site prior to the date on which the Contract Time commences to run.
- 2.3 If at any time the materials and appliances to be used appear to the County as insufficient or improper for securing the quality of Work required or the required rate of progress, the County may order the Contractor to increase his efficiency or to improve the character of his Work and the Contractor shall conform to such an order. The failure of the County to demand any increase of such efficiency of any improvement shall not release the County from its obligation to secure the quality of Work or the rate of progress necessary to complete the Work within the limits imposed by the Contract. The County may require the Contractor to remove from the Work such employees as the County deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the Work is deemed to be contrary to the County's interest.
- 2.4 The County reserves the right to let other Contracts in connection with this Work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and execution of their Work, and promptly connect and coordinate the Work with theirs.

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

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

Should a conflict exist within the Contract Documents, the precedence in order of authority is as follows: 1) Bid Summary, 2) Special Conditions, 3) General Conditions, and 4) Drawings.

Note: Computed dimensions shall govern over scaled dimensions.

- 3.2 It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for in the Contract Documents. When words which have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard Specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of County, Contractor or Engineer, or any of their agents or employees from those set forth in the Contract Documents.
- 3.3 The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:
- 3.3.1 A Written Amendment
 - 3.3.2 A Change Order
 - 3.3.3 An Administrative Contract Adjustment (ACA)
 - 3.3.4 A Work Directive Change
- 3.4 In addition, the requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized in one or more of the following ways:
- 3.4.1 Contract Contingency Work – Field Directive
 - 3.4.2 Engineer's approval of a Shop Drawing or sample

ARTICLE 4. CONTRACTOR'S RESPONSIBILITIES

- 4.1 Contractor shall keep on the Work at all times during its progress a competent resident superintendent; who shall be the Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.
- 4.2 Contractor shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the Contract

Documents. Contractor shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours and Contractor will not permit overtime Work or the performance of Work on Saturday, Sunday or legal holiday without County's written consent given after prior notice to Engineer (at least seventy-two (72) hours in advance).

- 4.2.1 Contractor shall pay for all additional engineering charges to the County for any overtime Work which may be authorized. Such additional engineering charges shall be a subsidiary obligation of Contractor and no extra payment shall be made by County on account of such overtime Work. At County's option, overtime costs may be deducted from Contractor's monthly payment request or Contractor's Retainage prior to release of final payment.
- 4.3 Unless otherwise specified, Contractor shall furnish and assume full responsibility for all bonds, insurance, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.
- 4.4 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instruction of the applicable Supplier except as otherwise provided in the Contract Documents.
- 4.5 Contractor shall be fully responsible to County for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect Contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between County or Engineer and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of County to pay or to see to the payment of any monies due any such Subcontractor, Supplier or other person or organization.
- 4.6 Permits: Unless otherwise provided, Contractor shall obtain and pay for all construction permits and licenses. County shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all

governmental charges and inspection fees necessary for the prosecution of the Work.

- 4.7 During the progress of the Work, Contractor shall keep the premises free from accumulation of waste materials rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish, and debris from and about the premises as well as all tools, appliances, construction equipment and machinery and surplus materials and shall leave the site clean and ready for occupancy by County. Contractor shall restore to original conditions all property not designated for alteration by the Contract Documents.
- 4.8 Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.
- 4.9 Safety and Protection: Contractor shall comply with the Florida Department of Commerce Safety Regulations and any local safety regulations. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:
- 4.9.1 all employees on the Work and other persons and organizations who may be affected thereby;
- 4.9.2 all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
- 4.9.3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.
- 4.9.4 Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for the protection required by public authority or local conditions. Contractor shall provide reasonable maintenance of traffic way for the public and preservation of the County's business, taking into full consideration all local conditions. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed.

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

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

ARTICLE 5. COUNTY'S RESPONSIBILITIES

- 5.1 County shall furnish the data required of County under the Contract Documents promptly and shall make payments to the Contractor within a reasonable time after the Work has been accepted by the County. Payment shall be made no more than twenty (20) business days if County is its own Engineer of Record or twenty-five (25) business days if outside agent approval is required after the pay estimate has been approved by the agent for the County. The form of all submittals, notices, Change Orders and other documents permitted or required to be used or transmitted under the Contract Documents shall be determined by the County/Engineer. Standard County forms shall be utilized.
- 5.2 The County shall provide the lands upon which the Work under this Contract is to be done, except that the Contractor shall provide all necessary additional land required for the erection of temporary construction facilities and storage of his materials, together with right of access to same.
- 5.3 The County shall have the right to take possession of and use any completed portions of the Work, although the time for completing the entire Work or such portions may not have expired, but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents.

ARTICLE 6. CHANGES IN THE WORK

- 6.1 Without invalidating the Contract and without notice to any Surety, County may, at any time, order additions, deletions or revisions in the Work. These will be authorized by a Written Amendment, a Change Order, or a Work Directive Change. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- 6.2 Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented.
- 6.3 County and Contractor shall execute appropriate Change Orders, or Written Amendments, covering changes in the Work which are ordered by County, or which may be required because of acceptance of defective Work.
- 6.4 At any time Engineer may request a quotation from Contractor for a proposed change in the Work and within twenty-one (21) calendar days after receipt, Contractor shall submit a written and detailed proposal for an increase or decrease in the Contract Price or Contract Time for the proposed change. Engineer shall have twenty-one (21) calendar days after receipt of the detailed proposal to respond in writing. The proposal shall include an itemized estimate of all costs and time for performance that will result directly or indirectly from the proposed change. Unless otherwise directed, itemized estimates shall be in

sufficient detail to reasonably permit an analysis by Engineer of all material, labor, equipment, subcontracts, overhead costs and fees, and shall cover all Work involved in the change, whether such Work was deleted, added, changed or impacted. Notwithstanding the Request for Quotation, Contractor shall carry on the Work and maintain the progress schedule. Delays in the submittal of the written and detailed proposal will be considered non-prejudicial.

ARTICLE 7. CHANGE OF CONTRACT PRICE

- 7.1 The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at his expense without change in the Contract Price.
- 7.2 The Contract Price may only be changed by Change Order or by a Written Amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party. Notice of the amount of the claim with supporting data shall be delivered within ten (10) days from the beginning of such occurrence and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event.
- 7.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways, at the County's discretion:
 - 7.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, cost will be determined by application of such unit prices to the quantities of the items involved.
 - 7.3.2 By mutual acceptance of lump sum.
 - 7.3.3 On the basis of the cost of the Work, plus a 15% Contractor's fee for overhead and profit. (Contractor shall submit an itemized cost breakdown together with supporting data.)
- 7.4 Either County or Contractor may make a claim for an adjustment in the Contract Price. The unit price of an item of Unit Price Work shall be subject to re-evaluation and adjustment under the following conditions:
 - 7.4.1 If the total cost of a particular item of Unit Price Work amounts to 5% or more of the Contract Price and the variation in the quantity of the particular item of Unit Price Work performed by Contractor differs by more than 15% from the estimated quantity of such item indicated in the Contract; and

- 7.4.2 If there is no corresponding adjustment with respect to any other item of Work; and
- 7.4.3 If a Contractor believes that it has incurred additional expense as a result thereof; or
- 7.4.4 If County believes that the quantity variation entitles it to an adjustment in the unit price; or
- 7.4.5 If the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

ARTICLE 8. CHANGE OF CONTRACT TIME

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

ARTICLE 9. WARRANTY, TEST/INSPECTION, CORRECTION

- 9.1 Contractor warrants, for a minimum period of three (3) years or as otherwise stated herein, and guarantees to County that all Work will be in accordance with the Contract Documents and will not be defective; that County, representatives of County, and governmental agencies with jurisdictional interests will have access to the Work at reasonable time for their observation, inspecting and testing (Contractor shall give Engineer timely notice of readiness of the Work for all required approvals and shall assume full responsibility, including costs, in obtaining required tests, inspections, and approval certifications and/or acceptance, unless otherwise stated by County).
- 9.2 If any Work (including work of others) that is to be inspected, tested, or approved is covered without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice. Neither observations by

Engineer nor inspections, tests, or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

- 9.3 If the Work is defective, or Contractor fails to supply sufficient skilled workers, or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County may order Contractor to stop the Work, or any portion thereof and terminate payments to the Contractor until the cause for such order has been eliminated. Contractor shall bear all direct, indirect and consequential costs for satisfactory reconstruction or removal and replacement with non-defective Work, including, but not limited to fees and charges of engineers, architects, attorneys and other professionals and any additional expenses experienced by County due to delays to other Contractors performing additional Work and an appropriate deductive Change Order shall be issued. Contractor shall further bear the responsibility for maintaining schedule and shall not be entitled to an extension of the Contract Time and the recovery of delay damages due to correcting or removing defective Work.
- 9.3.1 If Contractor fails within seven (7) days after written notice to correct defective Work, or fails to perform the Work in accordance with the Contract Documents, or fails to comply with any other provision of the Contract Documents, County may correct and remedy any such deficiency to the extent necessary to complete corrective and remedial action. County may exclude Contractor from all or part of the site, take possession of all or part of the Work, Contractor's tools, construction equipment and machinery at the site or for which County has paid Contractor but which are stored elsewhere. All direct and indirect costs of County in exercising such rights and remedies will be charged against Contractor in an amount approved as to reasonableness by Engineer and a Change Order will be issued incorporating the necessary revisions.
- 9.3.2 If within three (3) years after the date of completion or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to County and in accordance with County's written instructions, either correct such defective Work or if it has been rejected by County, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instruction, County may have the defective Work corrected or removed and all direct, indirect and consequential costs of such removal and replacement will be paid by Contractor.

ARTICLE 10. SUSPENSION OR TERMINATION OF WORK

- 10.1 County reserves the right to suspend the Work, or any portion thereof, at any time without cause for a period not to exceed ninety (90) days by written notice to Contractor, which will fix the date on which Work will be resumed. Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if Contractor makes an approved claim therefore.
- 10.1.1 If Work is suspended by County for a period that exceeds ninety (90) days; or if Work is suspended by an order of court or other public authority; or if County fails to pay Contractor, then Contractor may, upon seven (7) days written notice to County, terminate the Contract and recover payment for all Work executed.
- 10.1.2 In lieu of terminating the Contract, if the Engineer has failed to act on any Application for Payment or County has failed to make any payment as aforesaid, Contractor may, upon seven (7) days written notice to County, stop the Work until payment of all amounts then due have been received.
- 10.2 County reserves the right, after giving seven (7) days written notice, to terminate this Contract if:
- 10.2.1 Contractor persistently fails to perform the Work in accordance with the Contract Documents;
- 10.2.2 Contractor disregards laws or regulations of any public body having jurisdiction;
- 10.2.3 Contractor commences a voluntary case under any chapter of the Bankruptcy Code or any similar action by filing a petition under any other federal or state law relating to bankruptcy or insolvency;
- 10.2.4 Contractor has a petition filed against them under any chapter of the Bankruptcy Code or similar relief under any other federal or state law;
- 10.3 County may exclude Contractor from the site and take possession of the Work and of all Contractor's tools, construction equipment and machinery at the site and use same to the full extent they could be used (without liability to Contractor for trespass or conversion); incorporate in the Work all materials and equipment stored at the site or for which County has paid Contractor but which are stored elsewhere, and finish the Work as County may deem expedient.
- 10.3.1 Contractor shall not be entitled to receive any further payment beyond an amount equal to the value of material and equipment not incorporated in the Work, but delivered and suitably stored, less the aggregate of payments previously made.

- 10.3.2 If the direct, indirect and consequential costs of completing the Work exceed the unpaid balance of the Contract Price, Contractor shall pay the difference to County. Such costs incurred by County shall be verified by County and incorporated in a Change Order; but in finishing the Work, County shall not be required to obtain the lowest figure for the Work performed. Contractor's obligations to pay the difference between such costs and such unpaid balance shall survive termination of this Contract.
- 10.4 In the event sufficient budgeted funds are not available for a new fiscal year, County shall notify Contractor of such occurrence and Contract shall terminate on the last day of the current fiscal year without penalty or expense to County.
- 10.5 Failure of Contractor to comply with any of the provisions of this Contract shall be considered a Material Breach of Contract and shall be cause for immediate termination of Contract at the discretion of County.
- 10.6 In addition to all other legal remedies available to County, County reserves the right to terminate and obtain from another source, any commodities or services which have not been delivered within the Contract Time as stated in the Contract Documents.

ARTICLE 11. CONTRACT CLAIMS & DISPUTES

- 11.1 Except as otherwise provided herein, any dispute arising under this Contract shall be decided by the Purchasing Official in accordance with Section 2-26-63 of the Manatee County Code subject to an administrative hearing process provided in 2-26-64. The decision of the Board of County Commissioners in accordance with Section 2-26-64 of the Manatee County Code shall be the final and conclusive County decision subject to exclusive judicial review in the circuit court by a petition for certiorari.

ARTICLE 12. RESIDENT PROJECT REPRESENTATIVE - DUTIES, RESPONSIBILITIES

- 12.1 The Resident Project Representative is the Engineer's Agent, who will act as directed by and under the supervision of the Engineer, and who will confer with County regarding his actions. Resident Project Representative's dealing in matters pertaining to the on-site Work shall, in general, be only with the County and Contractor and dealings with Subcontractors shall only be through or with the full knowledge of Contractor.
- 12.2 Resident Project Representative will:
- 12.2.1 Review the progress schedule, schedule of shop drawing submissions and Schedule of Values prepared by Contractor and consult with County concerning their acceptability.

- 12.2.2 Attend Preconstruction Conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with County and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.
- 12.2.3 Serve as County's liaison with Contractor, working principally through Contractor's superintendent and assist him in understanding the intent of the Contract Documents. As requested by Contractor, assist in obtaining additional details or information when required at the job site for proper execution of the Work.
- 12.2.4 Receive and record date of receipt of Shop Drawings and samples, receive samples which are furnished at the site by Contractor and notify Engineer of their availability for examination.
- 12.2.5 Advise Engineer and Contractor or his superintendent immediately of the commencement of any Work requiring a shop drawing or sample submission if the submission has not been approved by the County.
- 12.2.6 Conduct on-site observations of the Work in progress to assist Engineer in determining if the Work is proceeding in accordance with the Contract Documents and that completed Work will conform to the Contract Documents.
- 12.2.7 Report to County whenever he or she believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests or approvals required or if Work has been damaged prior to final payment; and advise Contractor when he believes Work should be corrected or rejected or should be uncovered of observation or requires special testing, inspection or approval.
- 12.2.8 Verify that tests, equipment and system start-ups and operating and maintenance instructions are conducted as required by the Contract Documents and in the presence of the required personnel, and that Contractor maintains adequate records thereof; observe, record and report to Engineer appropriate details relative to the test procedures and start-ups.
- 12.2.9 Accompany visiting inspectors representing public or other agencies having jurisdiction over the project; record the outcome of these inspections and report to County.
- 12.2.10 Transmit to Contractor, Engineer's clarifications and interpretations of the Contract Documents.

- 12.2.11 Consider and evaluate Contractor's suggestions or modifications in drawings or Contract Documents and report them with recommendations to County.
- 12.2.12 Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and sample submissions, reproductions of original Contract Documents including all Addenda, Change Orders, field orders, additional drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports and other project related documents.
- 12.2.13 Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions; list of visiting officials and representatives or manufacturers, fabricators, Suppliers and distributors; daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to County.
- 12.2.14 Record names, addresses and telephone numbers of all Contractors, Subcontractors and major Suppliers of materials and equipment.
- 12.2.15 Furnish Engineer periodic reports as required of progress of the Work and Contractor's compliance with the approved progress schedule and schedule of shop drawing submissions.
- 12.2.16 Consult with Engineer in advance of scheduling major tests, inspections or start of important phases of the Work.
- 12.2.17 Report immediately the occurrence of any accident.
- 12.2.18 Review applications for payment with Contractor for compliance with the established procedure for their submission and forward them with recommendations to Engineer, noting particularly their relation to the Schedule of Values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
- 12.2.19 During the course of the Work, verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed, and deliver this material to County for his review prior to final acceptance of the Work.
- 12.2.20 Before Engineer issues a certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.

12.2.21 Conduct final inspection in the company of County and/or Engineer and Contractor and prepare a Punch List of items to be completed or corrected. Reference Florida Statutes § 218.735(7).

12.2.22 Verify that all items on final list have been completed or corrected and make recommendations to County concerning acceptance.

12.3 Except upon written instructions of Engineer, Resident Project Representative:

12.3.1 Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment;

12.3.2 Shall not exceed limitations on Engineer's authority as set forth in the Contract Documents;

12.3.3 Shall not undertake any of the responsibilities of Contractor, Subcontractors or Contractor's superintendent, or expedite the Work;

12.3.4 Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents;

12.3.5 Shall not advise on or issue directions as to safety precautions and programs in connection with the Work;

12.3.6 Shall not authorize County to occupy the project in whole or in part; and

12.3.7 Shall not participate in specialized field or laboratory tests.

ARTICLE 13. APPRENTICES

13.1 If successful Contractor employs apprentices, he shall be governed and comply with the provisions of Fla.Stat. § 446.011.

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

END OF SECTION E

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

This CONTRACT is made and entered into by and between the COUNTY OF MANATEE, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and **XXXXXXXXXXXXXX**, hereinafter referred to as "CONTRACTOR," duly authorized to transact business in the State of Florida, with offices located at **XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX**.

ARTICLE 1. WORK

CONTRACTOR shall furnish all labor, materials, supplies, and other items required to complete the Work for **IFB #14-1933CD- Cortez Groins Removal and Replacment Project** in strict accordance with Contract Documents and any duly authorized subsequent Addenda thereto, all of which are made a part hereof.

ARTICLE 2. COMPENSATION

As compensation to CONTRACTOR, COUNTY shall pay and CONTRACTOR will accept as full consideration for the performance of all Work required by **IFB #14-1933CD- Cortez Groins Removal and Replacment Project**, subject to additions and deductions as provided therein, the sum of **\$xxxxx.xx** based on a completion time of **285** calendar days.

ARTICLE 3. LIQUIDATED DAMAGES

Time is of the essence in this CONTRACT. As of the date of this CONTRACT, the damages that will be suffered by COUNTY in the event of CONTRACTOR'S failure to timely complete the Work are impossible to determine. In lieu thereof, it is agreed that if CONTRACTOR fails to achieve Final Completion of the Work within **285** calendar days of issuance of the Notice to Proceed (accounting, however, for any extensions of time granted pursuant to approved Change Orders), CONTRACTOR shall pay to COUNTY, as liquidated damages (and not as a penalty), the sum of **\$2,878** per calendar day for

each day beyond 285 days until CONTRACTOR achieves Final Completion. COUNTY shall have the option of withholding said liquidated damages from any pay application(s) thereafter submitted by CONTRACTOR. Alternatively, CONTRACTOR shall immediately pay said sums to COUNTY upon COUNTY'S demand for same.

ARTICLE 4. ENGINEER

The COUNTY of MANATEE, Parks and Natural Resources Department, is responsible as COUNTY and Coastal Planning & Engineering, Inc. as "ENGINEER", designed this Project and is responsible for technical/engineering reviews and decisions. The ENGINEER is a member of COUNTY'S Project Management team which is collectively responsible for ensuring the Work is completed in accordance with the Contract Documents.

All communications involving this Project will be addressed to: Charlie Hunsicker, Director, Parks and Natural Resources Department and to the Engineer of Record, Thomas P. Pierro, PE, Coastal Planning & Engineering, Inc. All invoicing will be addressed to the attention of: Charlie Hunsicker (address noted below) with invoice copies sent to Thomas P. Pierro, PE, Coastal Planning & Engineering, Inc. (address noted below).

Manatee County Parks and Natural Resources
IFB# 14-1933CD
Attention: Charlie Hunsicker
Director
5502 33rd Avenue West
Bradenton, Florida 34209
Phone (941) 742-5923 ext. 6001

Coastal Planning & Engineering, Inc.
IFB# 14-1933CD
Attn: Thomas P. Pierro, PE
Director
2481 NW Boca Raton Blvd.
Boca Raton, Florida 33431
Phone (561) 391-8102

Where the terms ENGINEER and/or COUNTY are used in the Contract Documents, it shall mean COUNTY'S Project Management team.

ARTICLE 5. CONTRACTOR'S REPRESENTATIONS

In order to induce COUNTY to enter into this CONTRACT, CONTRACTOR makes the following representations:

- 5.1 CONTRACTOR has familiarized itself with the nature and extent of the Bid Documents, Work, site, locality and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 5.2 CONTRACTOR has studied carefully all drawings of the physical conditions upon which CONTRACTOR is entitled to rely.
- 5.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies which pertain to the physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Bid Documents; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.
- 5.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Bid Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. Any additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities conducted by CONTRACTOR will be done at CONTRACTOR'S expense.

- 5.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Bid.
- 5.6 CONTRACTOR has given COUNTY written notice of all conflicts, errors or discrepancies that have been discovered in the Bid Documents and the written resolution thereof by COUNTY is acceptable to CONTRACTOR.
- 5.7 CONTRACTOR shall schedule and perform the Work subject to COUNTY'S approval and shall hold COUNTY harmless from all liabilities incurred due to CONTRACTOR'S failure to coordinate with COUNTY.

ARTICLE 6. CONTRACT DOCUMENTS

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

- 6.1 This CONTRACT and Bid Document **IFB #14-1933CD**
- 6.2 Invitation for Bid #14-1933CD, in its entirety
- 6.3 Public Construction Bond Form and Insurance Certificate(s)
- 6.4 Drawings/Plans (not attached)
- 6.5 Addendum number to inclusive
- 6.6 CONTRACTOR'S Bid Form
- 6.7 Reports
- 6.8 The following, which may be delivered or issued after the Effective Date of the CONTRACT and are not attached hereto: all written Change Orders and other documents amending, modifying, or supplementing the Contract Documents.

6.9 The documents listed in paragraphs above are attached to this CONTRACT (except as noted otherwise above). There are no Contract Documents other than those listed above in this Article 6.

ARTICLE 7. DISPUTE RESOLUTION

Disputes shall be resolved as follows: good faith negotiations by the designated agents of the parties and if not resolved by such designated agents, CONTRACTOR shall submit its claim, with the basis for the dispute, in writing to the Manatee County Purchasing Official for a determination and handling in accordance with the provisions of Chapter 2-26 of the Manatee County Code.

ARTICLE 8. NO WAIVER

8.1 The failure of CONTRACTOR or COUNTY to insist on the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of either party's right to thereafter enforce the same in accordance with this CONTRACT in the event of a continuing or subsequent default on the part of CONTRACTOR or COUNTY.

8.2 Nothing herein shall be interpreted as a waiver of COUNTY of its rights, including the limitations of the limited waiver of sovereign immunity, as set forth in Florida Statute 768.28, or any other statute, and COUNTY expressly reserves these rights to the full extent allowed by law.

ARTICLE 9. NO THIRD-PARTY BENEFICIARIES

This CONTRACT is solely for the benefit of the parties hereto, and no right, privilege, or cause of action shall by reason hereof accrue upon, to, or for the benefit of any third party. Nothing in this CONTRACT is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency, or any other governmental entity any right, privilege, remedy, or claim under or by reason of this CONTRACT or any provisions or conditions hereof.

ARTICLE 10. GOVERNING LAW, JURISDICTION AND VENUE

- 10.1 This CONTRACT and the construction and enforceability thereof shall be interpreted under the laws of the State of Florida.
- 10.2 CONTRACTOR consents and agrees that all legal proceedings related to the subject matter of this CONTRACT shall be governed by the laws of and maintained in courts sitting with the State of Florida.
- 10.3 CONTRACTOR consents and agrees that jurisdiction for such proceedings shall lie exclusively with such court and venue in Manatee County, Florida, or if in Federal Court, the Middle District of Florida, Tampa Division.
- 10.4 In the event of any litigation arising under the terms of this CONTRACT, each party shall be responsible for their own attorney's fees, including appellate fees, regardless of the outcome of the litigation.

ARTICLE 11. FORCE MAJEURE

Neither party shall be considered in default of performance of such obligations hereunder to the extent that performance of such obligations or any of them is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, hurricane, or other disruptive event of nature, act of terrorism, explosion, lack of or failure of transportation or bridge/roadway facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this Article, is beyond the control and without the fault or negligence of the party seeking relief under this Article.

ARTICLE 12. MISCELLANEOUS

- 12.1 Terms used in this CONTRACT are defined in Article 1 of Section E, General Conditions.
- 12.2 No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law); and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignee from any duty or responsibility under the Contract Documents.
- 12.3 COUNTY and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.
- 12.4 By accepting Award of this CONTRACT, CONTRACTOR, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of duties or services required hereunder.

CONTRACT
IFB #14-1933CD

IN WITNESS WHEREOF, the parties hereto have caused this CONTRACT **14-1933CD** to be duly executed by their authorized representatives.

CONTRACTOR

By: _____

Print Name & Title of Signer

Date: _____

COUNTY OF MANATEE, FLORIDA

By: _____
Melissa M. Wendel, CPPO
Purchasing Official

Date: _____

BID FORM
(Submit in duplicate)

For: IFB #14-1933CD Cortez Groins Removal and Replacement Project

Total Offer: _____

Based on a completion time of 285 calendar days

Only one schedule for Completion of the Work shall be considered. Only one Award shall be made.

We, the undersigned, hereby declare that we have carefully reviewed the IFB Documents in their entirety and with full knowledge and understanding of the aforementioned herewith submit this bid, completely meeting each and every specification, term, and condition contained therein.

As bidder, we understand that the IFB documents, in its entirety, including but not limited to, all specifications, terms, and conditions shall be made a part of any resulting Agreement between Manatee County and the successful bidder. Failure to comply shall result in Agreement default, whereupon, the defaulting successful bidder shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by County, and agrees to forfeit his/her bid bond.

Communications concerning this bid shall be addressed as follows: **(Complete all fields)**

Bidder's Name: _____

Mailing Address: _____

Telephone: () _____ Fax: () _____

Email Address: _____

I, _____ on [date(s)] _____ attest that I have
visited the project site(s) to familiarize myself with the full scope of work required for the bid.

Acknowledge Addendum No. _____ Dated: _____ Acknowledge Addendum No. _____ Dated: _____

Acknowledge Addendum No. _____ Dated: _____ Acknowledge Addendum No. _____ Dated: _____

Acknowledge Addendum No. _____ Dated: _____ Acknowledge Addendum No. _____ Dated: _____

Authorized Signature(s): _____

Name and Title of Above Signer(s): _____

Date: _____

BID FORM

(Submit in Duplicate)

CORTEZ GROINS REMOVAL AND REPLACEMENT PROJECT**Bid Based on Completion Time of 285 Calendar Days**

ITEM NO.	DESCRIPTION	EST. QTY.	U/M	UNIT PRICE	EXTENDED PRICE
1	MOBILIZATION/ DEMOBILIZATION	1	LS	\$	\$
2	EXISTING GROIN REMOVAL	3	LS	\$	\$
3	NORTH PERMEABLE ADJUSTABLE GROIN	1	LS	\$	\$
4	MIDDLE PERMEABLE ADJUSTABLE GROIN	1	LS	\$	\$
5	SOUTH PERMEABLE ADJUSTABLE GROIN	1	LS	\$	\$
6	SURVEYS	1	LS	\$	\$
7	ENVIRONMENTAL PROTECTION	1	LS	\$	\$
	TOTAL BASE BID - Based on Completion Time of <u>285</u> Calendar Days				\$
8	CONTRACT CONTINGENCY WORK (USED ONLY WITH COUNTY APPROVAL)		5% OF TOTAL BASE BID		\$
	TOTAL OFFER FOR BID with Contract Contingency - Based on Completion Time of <u>285</u> Calendar Days				\$

Bidder Name: _____

Authorized Signature: _____

MAILING LABEL

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

MAILING LABEL TO AFFIX TO OUTSIDE OF SEALED BID PACKAGE:

SEALED BID - DO NOT OPEN

BIDDER: _____

SEALED BID NO: 14-1933CD

BID TITLE: Cortez Groins Removal and Replacement Project

DUE DATE/TIME: _____ @ _____

EXHIBIT A
INSURANCE AND BONDING REQUIREMENTS

The successful bidder will not commence Work under the resulting Agreement until all insurance under this section, and such insurance coverage as might be required by County, has been obtained. The successful bidder shall obtain, and submit to the Purchasing Division within ten (10) calendar days from the date of notice of intent to award, at his expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

Insurance / Bond Type	Required Limits
1. <input checked="" type="checkbox"/> Automobile Liability:	Bodily Injury and Property Damage, Owned/Non-Owned/Hired; Automobile included \$ <u>1,000,000</u> each occurrence <i>This policy shall contain severability of interests provisions.</i>
2. <input checked="" type="checkbox"/> Commercial General Liability: (Occurrence Form - patterned after the current ISO form)	Bodily Injury and Property Damage \$ <u>1,000,000</u> single limit per occurrence; \$ <u>2,000,000</u> aggregate This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability. <i>This policy shall contain severability of interests provisions.</i>
3. <input checked="" type="checkbox"/> Employer's Liability:	\$ <u>1,000,000</u> single limit per occurrence
4. <input checked="" type="checkbox"/> Worker's Compensation:	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits & Requirements
5. <input checked="" type="checkbox"/> Other Insurance, as noted:	<p>a. <input type="checkbox"/> Aircraft Liability \$ _____ per occurrence Coverage shall be carried in limits of not less than \$5,000,000 each occurrence if applicable to the completion of the services under this Agreement.</p> <p>b. <input type="checkbox"/> Installation Floater \$ _____ If the resulting Agreement does not include construction of or additions to above ground building or structures, but does involve the installation of machinery or equipment, successful bidder shall provide an "Installation Floater" with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).</p> <p>c. <input type="checkbox"/> Maritime Coverage (Jones Act) \$ _____ per occurrence Coverage shall be maintained where applicable to the completion of the Work.</p>

Insurance / Bond Type	Required Limits
	<p>d. <input checked="" type="checkbox"/> Pollution \$ <u>1,000,000</u> per occurrence</p>
	<p>e. <input type="checkbox"/> Professional Liability \$ _____ per claim and in the aggregate</p> <ul style="list-style-type: none"> • \$1,000,000 per claim and in the aggregate • \$2,000,000 per claim and in the aggregate <p>f. <input type="checkbox"/> Project Professional Liability \$ _____ per occurrence</p> <p>g. <input type="checkbox"/> Property Insurance \$ _____</p> <p>If the resulting Agreement includes construction of or additions to above ground buildings or structures, bidder <u>may</u> provide “Builder’s Risk” insurance with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).</p> <p><i>To the extent that property damage is covered by commercial insurance, County and successful bidder agree to waive all subrogation rights against each other, except such rights as they may have to the proceeds of such insurance. Successful bidder shall require a similar waiver of subrogation from each of its bidder personnel and sub-consultants, to include Special Consultants; successful bidder shall provide satisfactory written confirmation to County of these additional waivers.</i></p> <p>h. <input checked="" type="checkbox"/> U.S. Longshoreman’s and Harborworker’s Act \$ <u>1,000,000</u> per occurrence</p> <p>Coverage shall be maintained where applicable to the completion of the Work.</p> <p>i. <input type="checkbox"/> Valuable Papers Insurance \$ _____ per occurrence</p> <p>j. <input checked="" type="checkbox"/> Watercraft, \$ <u>1,000,000</u> per occurrence</p>
6. <input checked="" type="checkbox"/> Bid Bond:	Bid bond shall be submitted by bidder for 5% of the total amount of the bid.
7. <input checked="" type="checkbox"/> Performance Bond:	<p>For projects in excess of \$100,000.00, performance bond shall be submitted by bidder for 100% of the award amount.</p> <p>\$ _____</p>

The amounts and types of insurance coverage shall conform to the minimum requirements set forth in this Insurance and Bonding exhibit, with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If successful bidder has any self-insured retentions or deductibles under any of the listed minimum required coverage, successful bidder must identify on the certificate of insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be successful bidder's sole responsibility.

Nothing herein shall in any manner create any liability of County in connection with any claim against the successful bidder for labor, services, or materials, or of subcontractors; and nothing herein shall limit the liability of the successful bidder or successful bidder's sureties to County or to any workers, suppliers, material men or employees in relation to the resulting Agreement.

By way of its submission of a bid hereto, bidder:

- a. Represents that bidder maintains, and will maintain during the term of any Agreement arising from this solicitation, all insurance coverage required herein from responsible companies duly authorized to do business under the laws of the State of Florida that hold an A.M. Best rating of "A-" or better, and are deemed acceptable to County as set forth in this solicitation.
- b. Agrees that insurance, as specified herein, shall remain in force and effect without interruption from the date of commencement of the Work throughout the duration of the project, including any warranty periods.
- c. Agrees that if the initial or any subsequently issued certificate of insurance expires prior to completion of the Work, successful bidder shall furnish to County renewal or replacement certificate(s) of insurance no later than ten (10) calendar days after the expiration date on the certificate. Failure of successful bidder to provide County with such renewal certificate(s) shall be considered justification for County to terminate any and all agreements.
- d. Agrees that bidder and/or its insurance carrier shall provide thirty (30) days written notice to County of policy cancellation or non-renewal on the part of the insurance carrier or the successful bidder. Successful bidder shall also notify County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by successful bidder from its insurer and nothing contained herein shall relieve successful bidder of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by successful bidder hereunder, successful bidder shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.
- e. Agrees that failure of successful bidder to obtain and maintain proper amounts of insurance at all times as called for herein shall constitute a material breach of the resulting Agreement, which may result in immediate termination.
- f. Agrees that, should at any time the successful bidder not maintain the insurance coverage(s) required herein, County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge successful bidder for such coverage(s) purchased. If successful bidder fails to reimburse County for such costs within thirty (30) days after demand, County has the right to offset these costs from any amount due successful bidder under this Agreement or any other agreement between the County and successful bidder. County shall be under no obligation to purchase such

insurance, nor shall it be responsible for the coverage(s) purchased or the insurance companies used. The decision of County to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

- g. Agrees to provide, upon request, the entire and complete insurance policies required herein.

Certificate of Insurance Requirements:

- a. Certificates of insurance in duplicate evidencing the insurance coverage specified herein shall be filed with the Purchasing Division before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the bid number and title of the project, and must read: For any and all work performed on behalf of Manatee County.
- b. **Additional Insured:** The Automobile Liability and Commercial General Liability policies provided by the successful bidder to meet the requirements of this IFB shall name Manatee County, Board of County Commissioners, as an additional insured as to the operations of the successful bidder under this IFB and shall contain severability of interests provisions.
- c. In order for the certificate of insurance to be accepted it **must** comply with the following:
 - 1. The "Certificate Holder" shall be:
**Manatee County
Board of County Commissioners
Bradenton, FL
IFB# 14-1933CD, Cortez Groins Removal and Replacement Project
For any and all work performed on behalf of Manatee County.**
 - 2. Certificate shall be mailed to:
**Manatee County Purchasing Division
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205
Attn: Chris Daley, CPPO, CPPB, Contract Specialist**

Bid Bond/Certified Check:

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

Performance and Payment Bonds:

Successful bidder shall furnish surety bonds using the Public Construction Bond form prescribed in Florida Statutes § 255.05, which is provided herein, as security for faithful performance of the Agreement awarded as a result of this bid and for the payment of all persons performing labor

and/or furnishing material in connection therewith. Failure to provide the required bonds on the prescribed form may result in successful bidder being deemed nonresponsive. Bonds must be in the form prescribed in Florida Statutes § 255.05, and must not contain notice, demand or other terms and conditions, including informal pre-claim meetings, not provided for in Florida Statutes § 255.05.

Surety of such bonds shall be in an amount equal to 100% of the Contract Price issued by a duly authorized and nationally recognized Surety company, authorized to do business in the State of Florida, satisfactory to this County. Surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed five (5%) percent of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York, 10038. The attorney-in-fact who signs the bonds must file with the bonds, a certificate and effective dated copy of power-of-attorney. Performance and payment bonds shall be issued to Manatee County, a political subdivision of the State of Florida, within ten (10) calendar days after notice of intent to award.

In addition, pursuant to Florida Statutes § 255.05(1)(b), prior to commencing Work, the successful bidder shall be responsible and bear all costs associated to record the performance and payment bond with the Manatee County Clerk of the Circuit Court. A certified copy of said recording shall be furnished to the Purchasing Division upon filing. Pursuant to Florida Statutes § 255.05(1)(b), County will make no payment to the successful bidder until the successful bidder has complied with this paragraph.

Furnishing performance and payment bonds shall be requisite to execution of an Agreement with County. Said performance and payment bonds will remain in force for the duration of the Agreement with the premiums paid by the successful bidder. Failure of the successful bidder to execute such Agreement and to supply the required bonds shall be just cause for cancellation of the award. County may then contract with the next lowest, responsive and responsible bidder or re-advertise this IFB. If another bidder is accepted, and notice given within ninety (90) days after the opening of the bids, this acceptance shall bind the bidder as though they were originally the successful bidder.

Failure of County at any time to require performance by the successful bidder of any provisions set out in the resulting Agreement will in no way affect the right of County, thereafter, to enforce those provisions.

When activity occurs within the resulting Agreement that increases the amount of the Agreement by either an approved Administrative Contract Adjustment (ACA) or an approved Change Order, a recorded bond rider shall be provided before the additional Work can proceed. All premiums shall be paid by the successful bidder.

EXHIBIT B
BIDDER'S QUESTIONNAIRE
(Submit in Duplicate)

The bidder warrants the truth and accuracy of all statements and answers herein contained. (Attach additional pages if necessary.)

THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR BID

1. Contact Information:

FEIN #: _____
License #: _____
License Issued to: _____
Date License Issued (MM/DD/YR): _____
Company Name: _____
Physical Address: _____
City: _____ State of Incorporation: _____ Zip Code: _____
Phone Number: () _____ Fax Number: () _____
Email address: _____

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

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

4. Bidder is authorized to do business in the State of Florida: ☐ Yes ☐ No

For how many years? _____

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

Is this firm in bankruptcy? _____

6. Attach a list of projects where this specific type of Work was performed.

BIDDER: _____

7. Is this firm currently contemplating or in litigation? Provide summary details.

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

9. Have you ever failed to complete Work awarded to you? Or failed to complete projects within contract time? If so, state when, where (contact name, address, phone number) and why.

10. Have you ever been debarred or prohibited from providing a bid to a governmental entity? If yes, name the entity and describe the circumstances.

11. Will you subcontract any part of this Work? If so, describe which portion(s) and to whom.

BIDDER: _____

12. If any, list MBE/DBE (with Agreement amount) to be utilized:

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

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

15. List the following in connection with the Surety which is providing the bond(s):

Surety's Name: _____

Address: _____

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

Agent's Name: _____

Address: _____

Phone: _____

Email: _____

BIDDER: _____

EXHIBIT C
PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

SWORN STATEMENT PURSUANT TO ARTICLE V,
MANATEE COUNTY PURCHASING ORDINANCE

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

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

[Print individual's name and title]

_____ for _____ [Print name of entity submitting sworn statement]

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.

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

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

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

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

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

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

EXHIBIT C

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

(Continued)

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

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

[Signature]

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____ by _____

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

Notary Public Signature

My commission expires _____

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

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

EXHIBIT D
SWORN STATEMENT
THE FLORIDA TRENCH SAFETY ACT

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

1. This Sworn Statement is submitted with **IFB NO. 14-1933CD**
2. This Sworn Statement is submitted by _____ whose business address is _____ and, if applicable, its Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement _____.
3. Name of individual signing this Sworn Statement is: _____,
Whose relationship to the above entity is: _____.
4. The Trench Safety Standards that will be in effect during the construction of this project shall include, but are not limited to: Laws of Florida, Chapters 90-96, TRENCH SAFETY ACT, and OSHA RULES AND REGULATIONS 29 CFR 1926.650 Subpart P, effective October 1, 1990.
5. The undersigned assures that the entity will comply with the applicable Trench Safety Standards and agrees to indemnify and hold harmless County and Engineer, and any of their agents or employees from any claims arising from the failure to comply with said standard.
6. The undersigned has appropriated the following costs for compliance with the applicable standards:

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

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

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

(AUTHORIZED SIGNATURE / TITLE)

SWORN to and subscribed before me this _____ day of _____, 20____.

(Impress official seal)

Notary Public, State of Florida: _____

My commission expires: _____



R. B. "Chips" Shore

CLERK OF THE CIRCUIT COURT AND COMPTROLLER OF MANATEE COUNTY

1115 Manatee Avenue West, Bradenton, Florida 34205 - Phone (941) 749-1800 – Fax (941) 741-4082
P.O. Box 25400, Bradenton, Florida 34206 - www.manateeclerk.com

EXHIBIT E: E PAYABLES APPLICATION

Company name_____

Contact person_____

Phone number_____

Email Address_____

FINANCE USE ONLY

Open orders: YES or NO

PEID _____

CREATE DATE _____

CONFIRMED WITH _____

Name and phone number

IFAS _____

BANK _____

INITIALS _____

Return completed form to:

Via email to: lori.bryan@manateeclerk.com

Via fax to: (941) 741-4011

Via mail:

PO Box 1000

Bradenton, FL 34206

Revised: June 26, 2013

"Pride in Service with a Vision to the Future"

Clerk of the Circuit Court – Clerk of Board of County Commissioners – County Comptroller – Auditor and Recorder

**CORTEZ GROINS REMOVAL AND REPLACEMENT PROJECT
MANATEE COUNTY, FLORIDA**

TECHNICAL PROVISIONS

September 2014



CORTEZ GROINS REMOVAL AND REPLACEMENT PROJECT

TECHNICAL PROVISIONS

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CORTEZ GROINS REMOVAL AND REPLACEMENT PROJECT TECHNICAL PROVISIONS

PART 1 - GENERAL

1. SCOPE OF WORK FOR CORTEZ GROINS CONSTRUCTION.

The work covered by this section consists of furnishing all labor, equipment, supplies and materials, and of performing all operations and surveys in connection with the removal and replacement of the three groins at Cortez Beach, located on Anna Maria Island in Manatee County, in accordance with the Plans and Specifications.

The Cortez Groins are located in Manatee County in the southern portion of Anna Maria Island. The groins are located on Cortez Beach, seaward of Gulf Drive (SR 789) and between 6th Street south and 13th Street south. The groins are situated on the beach between Florida Department of Environmental Protection (FDEP) beach monuments R-33 to R-36.

The existing groins which are to be removed consist of reinforced concrete piles, rebar, concrete support beams and decking. All components of the existing structures shall be demolished in accordance with the project specifications, removed from the beach and disposed of in a legal manner. The beach and nearshore zone shall be free of groin demolition and construction debris to promote a safe beach experience and safe swimming environment.

The new permeable adjustable groins will be constructed over the same footprint of the demolished groins. Construction of the three groins will consist of driving of steel piles and the placement of prefabricated concrete groin members over the driven piles.

1.1 State and Federal Permits. The CONTRACTOR shall comply with all Terms and Conditions included in the Florida Department of Environmental Protection (FDEP) and the U.S. Army Corps of Engineers (USACE) permits. The COUNTY has obtained the FDEP and USACE permits for this project. The CONTRACTOR shall comply with all conditions of the permits. The permits are included in Appendix T2.

1.2 Other Permits and Approvals. The CONTRACTOR is solely responsible for obtaining, at the CONTRACTOR's cost, any other permits and approvals for the project which may be required, including regulatory approvals for transporting of the precast groin members and all other material to the project site. This includes, but is not limited to, any and all roadway permits, customs clearances and business licenses required to bring material to the site. If a vessel is to be used by the CONTRACTOR, the CONTRACTOR shall obtain any and all U.S. Coast Guard certifications or approvals required for the work to be performed. A copy of any required U.S. Coast Guard certifications or approvals must be provided to the COUNTY.

2. COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK.

The CONTRACTOR shall commence work under the contract within fourteen (14) calendar days after the Notice to Proceed has been issued by Manatee County and shall complete the entire work ready for use within 285 calendar days of the issuance of the Notice to Proceed. The time stated for completion shall include all aspects of the work including final clean-up of the premises and all repairs or restorations of facilities, structures, staging area, vegetation or any other item damaged by the CONTRACTOR or his/her subcontractors as a result of project construction activities, and complete demobilization from the project site.

3. CONSTRUCTION ACCESS AND STORAGE AND STAGING AREA.

The locations of access points and the work area are indicated in the Plans. The use of more than one access point should be limited as much as practicable. The construction of new accesses through the sand dune is not permitted. Access to the beach shall be through the accesses designated in the Plans and Specifications. The use of these areas must be coordinated with the COUNTY. With prior approval from the COUNTY, and as allowed by permits and regulations, the CONTRACTOR may be allowed to remove existing vegetation, fencing, and other impediments, as necessary, to allow equipment access and material deliveries to the work area. The CONTRACTOR shall entirely restore and/or replace all vegetation, fencing and other removed or damaged impediments once the access is no longer be required by the CONTRACTOR.

3.1 Construction Access. Construction access to the beach will be available via the public access ways over the dune located west of Gulf Drive (SR 789) at Cortez Beach on Anna Maria Island, as shown in the Plans. The construction access must be restored to the pre-construction condition or better upon project completion at the cost of the CONTRACTOR.

3.2 Storage and Staging Area. Specific staging areas will be provided by the COUNTY and are shown in the Plans. The utilization of the sandy beach as a work area is only allowed within the restrictions and requirements of the permits for the project. CONTRACTOR is advised that the beach is subject to dynamic fluctuations in width and elevation which may affect construction operations. Storage and staging areas are located within the public parking areas along the west side of Gulf Drive (State Road 789) as shown in the Plans. The storage and staging area shall be kept neat, orderly, fenced from the public, and maintained in a safe manner. The CONTRACTOR shall cordon off and/or fence the storage and staging areas and shall keep the public out of the storage and staging areas. The storage and staging area must be restored to the pre-construction condition or better upon project completion at the cost of the CONTRACTOR. If additional staging areas are required, they may be procured by, and at the expense of, the CONTRACTOR and with approval from the COUNTY. At a minimum, the CONTRACTOR is advised that the staging area near 13th Street contains one power pole which shall be protected.

3.3 Public Safety and Access. The CONTRACTOR shall accomplish the Work in such a manner so as to minimize disruption to public beach use or road traffic. The

CONTRACTOR will also minimize the area of the public beach closed to the public to what is required to safely conduct the work. The CONTRACTOR shall assign a flag/safety person dedicated to maintain traffic or control the public, as necessary. If the CONTRACTOR is not able to keep and maintain the public at a safe distance from the construction activity, the CONTRACTOR is to notify the COUNTY and request assistance in maintaining safety.

3.4 Fencing of Active Construction Area. The CONTRACTOR shall fence around the active construction areas to prohibit public access into the Work area. The fence shall be a minimum of four (4) feet in height and remain upright and in place during the Work. The areas of fencing shall be approved by the COUNTY. The CONTRACTOR may fence an area as long as 200 feet parallel to the shoreline if approved by the COUNTY. The CONTRACTOR may request a larger area if necessary, however, must demonstrate a need for an area larger than 200 feet. The purpose of restricting fencing to the active construction area is to maintain the beach open to public use to the greatest extent possible while maintaining public safety. The fencing shall be maintained at all times there is active construction and, upon completion and acceptance of the work, shall become the property of the CONTRACTOR and shall be removed from the project area.

4. ROAD ACCESS TO THE PROJECT SITE.

Land access to the project area is by two bridges extending from the mainland to Anna Maria Island, State Roads 64 (Manatee Ave) and 684 (Cortez Rd) in Manatee County. The CONTRACTOR is responsible for adhering to all weight and traffic regulations on all roadways. The CONTRACTOR shall evaluate the efficiency of these roads in mobilizing equipment and materials to the site prior to making his bid.

5. COMPLIANCE WITH TRAFFIC REGULATIONS.

The CONTRACTOR is responsible for complying with all Department of Transportation, COUNTY, and other local regulations regarding weight limits for bridges and roads utilized for transport. The CONTRACTOR is likewise responsible for complying with all applicable traffic, safety and speed laws. Repeated failure of the CONTRACTOR to comply with applicable load and/or traffic regulations will result in suspension of transport operations until the CONTRACTOR demonstrates to the satisfaction of the COUNTY that the CONTRACTOR has taken sufficient steps to ensure compliance with these laws and regulations. The CONTRACTOR shall notify, and coordinate with, local law enforcement and highway agencies regarding transport activities that shall be undertaken for the work.

6. WATER ACCESS.

The CONTRACTOR may deliver equipment, materials, and personnel by barge or other vessels. The CONTRACTOR shall not leave the barge unattended, and shall have adequate lighting to insure the visibility of the barge in reduced lighting situations.

6.1 Transfer Facilities. For shore-to-vessel and vessel-to-shore transfers, it shall be the responsibility of the CONTRACTOR to obtain the required permission and to pay any costs associated with the use of transfer facilities. Furthermore, the CONTRACTOR shall be responsible for any damages caused by the CONTRACTOR during the use of transfer facilities for landing and transfers. The CONTRACTOR shall maintain navigation through all navigable waterways and boat ramps. The CONTRACTOR shall use any and all landing site, transfer area, or staging area at the CONTRACTOR's own risk.

6.2 Gulf of Mexico Vessel Access. Longboat Pass (south) and Passage Key Inlet (north) provide access to the Gulf of Mexico from Sarasota Bay and Tampa Bay, respectively, for numerous boaters. Boat traffic in the near vicinity of the project site will consist primarily of pleasure or commercial fishing boats. Ocean-going cargo vessels may be encountered well offshore of the project site. The CONTRACTOR will be required to operate in compliance with pertinent U.S. Coast Guard regulations and to conduct the Work in such a manner as to minimize any obstruction to navigation. If the CONTRACTOR's barge or other floating equipment so obstructs any navigation channel as to make navigation difficult or endanger the passage of vessels, said barge or equipment shall be promptly moved on the approach of any vessel to such an extent as may be necessary to afford a practicable passage. Upon completion of the Work, the CONTRACTOR shall promptly remove the equipment, as well as ranges, buoys, piles and other marks or objects placed in navigable waters or onshore. The CONTRACTOR shall be responsible for all notifications required for his marine activities undertaken in regard to construction of the work, including but not limited to possible coordination with the U.S. Coast Guard (including publication of a Notice-to-Mariners), the State of Florida, and the COUNTY, as may be required. Copies of all Notice to Mariners shall be submitted to the COUNTY and ENGINEER. All inlets and ports are used at the CONTRACTOR's own risk.

6.3 Manatee County Commercial Dock/Loading Facility. The dock facility on the east side of Anna Maria Island, immediately north of Longboat Pass in the City of Bradenton Beach may be available during the timeframe of this project. If available, the use of this facility shall be coordinated with the COUNTY. The CONTRACTOR shall only use this facility to move materials and men to and from the construction site, and shall be limited to use required for the Work identified in the contract documents. The CONTRACTOR shall also maintain the gravel roadway adjacent to the dock facility open at all times with the exception of loading or unloading activities. The dock shall only be available for use during daylight hours. If the dock is used by the CONTRACTOR, the CONTRACTOR shall supervise and control the dock, the vessel and all materials or equipment. The public shall not be allowed on the dock or vessel while the CONTRACTOR is using the dock facility. It is the CONTRACTOR's responsibility to maintain the public away from the dock, the vessel and the materials or equipment at the dock site. No docking or activity will be allowed during evening (non-daylight) hours. The CONTRACTOR shall not store equipment or materials at the dock site during evening hours without approval from the COUNTY. If approved, stored materials will be fenced to prevent public access.

6.4 Use of Trestles. Temporary trestles to use as a construction platform may be

constructed at the discretion of the CONTRACTOR to either side of each groin to provide over-water construction access as shown in the plans. The trestles shall not be constructed over underwater hardbottom areas. The construction of the trestles shall not result in hardbottom damage. The public shall be kept off of the trestles at all times. It will be the responsibility of the CONTRACTOR to continually maintain safety at the trestles. The CONTRACTOR shall be responsible for the capability of each trestle to handle the loads and stresses associated with the CONTRACTOR's construction activity. The CONTRACTOR shall be responsible for the complete removal of the trestle after the groins have been constructed.

7. ENGINEER.

7.1 Technical Issues. The ENGINEER shall decide all technical issues of whatever nature that may arise relative to the interpretation of the technical portions of the Contract Documents, the Plans, and prosecution and fulfillment of this Contract, and as to the character quality, amount and value of any Work done and materials furnished under this Contract. This will include ENGINEER acceptance of completed sections.

7.2 ENGINEER and COUNTY Access to the Work Area. The ENGINEER and COUNTY shall have unlimited access to the work area. The CONTRACTOR shall furnish, at the request of the ENGINEER or COUNTY, suitable and safe transportation from the shore to and from the various pieces of floating equipment, if requested. The COUNTY and ENGINEER or their representative are to have free access to the materials and the Work at all times for observation of the Work and the CONTRACTOR is to afford all necessary facilities, transportation and assistance for doing so. The presence or absence of the ENGINEER shall not relieve the CONTRACTOR of responsibility for the proper execution of the Work in accordance with the plans and specifications. The ENGINEER and COUNTY shall have unlimited access to any precast concrete facility used as part of this project.

8. GROINS INFORMATION.

8.1 There are no available plans or specifications addressing structural details for existing groins which are to be removed by the CONTRACTOR.

8.2 Concerning the groins to be constructed by the CONTRACTOR, in addition to the contract drawings provided to the CONTRACTOR, aerial photographs and limited geotechnical information are available to the CONTRACTOR. Information and data furnished, or referred to, in the Contract Documents are furnished, or referred to, for the CONTRACTOR's benefit. It is expressly understood that the COUNTY or ENGINEER will not be responsible for any interpretation or conclusion drawn therefrom by the CONTRACTOR. Likewise, the COUNTY or ENGINEER will not be responsible for any information provided to the CONTRACTOR by any information agency or other party or entity.

9. SUFFICIENT EQUIPMENT.

The CONTRACTOR agrees to keep on the job sufficient equipment to meet the requirements of the Work. The equipment and vessels shall be in satisfactory operating condition, and shall be reliable in their performance and capable of safely and efficiently performing the Work as set forth in the specifications. The equipment shall be of sufficient size, power and capacity to complete the Work within 285 calendar days after the Notice to Proceed has been issued by Manatee County.

10. NATURAL AND ARTIFICIAL HARDBOTTOM COMMUNITIES PROTECTION.

10.1 Hardbottom Protection by the CONTRACTOR. Natural and artificial hardbottom communities exist offshore in the vicinity of the three groins as shown in the Plans. It will be the sole responsibility of the CONTRACTOR to avoid all hardbottom formations and all hardbottom biological communities. The CONTRACTOR shall avoid contact with any and all natural or artificial hardbottom communities. No anchoring is permitted within 50 feet of the hardbottom areas. It will be the responsibility of the CONTRACTOR to utilize divers and/or any other variable means to ensure that there are no other hardbottom formations in jeopardy prior to placing spuds, anchors, cables, piling or any other objects on or in the bottom. The CONTRACTOR shall take note that the State of Florida has levied significant fines to CONTRACTORS who have damaged protected hardbottom communities. The CONTRACTOR will be responsible for any and all costs, fines, legal expenses, hardbottom repairs or mitigation requirements, or any other related expenses, levied by the Local, State or Federal governments with jurisdictional or regulatory authority for damage to hardbottom communities.

10.2 Control of Mobilization and Demobilization of Floating Equipment. Avoidance of damage to natural or artificial hardbottoms is entirely the responsibility of the CONTRACTOR. Mobilization and demobilization of floating equipment to, and from, the project site will be controlled by the CONTRACTOR to avoid contact with any and all hardbottom formations. The CONTRACTOR may utilize available data which includes mapping of some hardbottom formations to avoid passing over natural and artificial hardbottom formations with any equipment; however, not all natural and artificial hardbottom areas may be mapped.

11. SUBMITTALS AND NOTIFICATIONS.

The CONTRACTOR will provide the following submittals and notifications to the ENGINEER and/or COUNTY, if required, at the times indicated in the contract documents:

- a. Quality Control Plan
- b. Subcontractor Contact List
- c. Order of Work and Project Schedule
- d. Daily Quality Control Reports
- e. Accident Prevention Plan
- f. Environmental Protection Plan

- g. Hurricane and Severe Storm Plan
- h. Material and Equipment Transport, Storage and Access
- i. Request for Clarification of Interpretation of Contract Documents
- j. Survey Deliverables
- k. Maintenance of Traffic Plan
- l. Notification of Cultural Resource Discovery
- m. Notification of Occurrence of Delays in Work
- n. Application for Progress Payment
- o. Notice of Completion of Work
- p. Application for Final Payment
- q. As-built Drawings
- r. Notification of Lost Material

Further details on submittals are provided in the contract documents.

11.1 Construction Schedule. A minimum of seven (7) days prior to the pre-construction meeting, the CONTRACTOR shall prepare and submit to the COUNTY and ENGINEER a practicable construction schedule and methodology statement for the removal of the existing groins and the construction of the permeable adjustable groins (PAG's). No work on site shall begin until the schedule is accepted by the COUNTY. Acceptance by the COUNTY indicates an acknowledgement, but not an endorsement, of the CONTRACTOR's means and methods.

11.2 Material and Equipment Transport, Storage and Access. At least seven (7) days prior to the pre-construction conference, the CONTRACTOR shall provide to the COUNTY and ENGINEER a description of the transport routes and staging and construction areas he intends to use to remove the existing groins and to transport and store material and equipment during the construction of the PAG's. The description shall also address how the CONTRACTOR intends to access the work area. All transport routes, storage areas, access areas, and mooring locations and facilities are subject to review by the COUNTY and ENGINEER for compliance with the permits, plans and specifications.

11.3 Subcontractor Contact List. Seven (7) days prior to the pre-construction conference, the CONTRACTOR shall submit to the ENGINEER a list of project subcontractor personnel and their telephone, telefax, email address, and other methods of contact by which key personnel can be reached for purposes of notification and other matters discussed in these specifications. Nevertheless, the CONTRACTOR shall be responsible for all work, including that of subcontractors, and shall be the point of contact and in responsible charge of the subcontractor during the duration of the work.

11.4 Construction Daily Reports. The CONTRACTOR shall submit to the ENGINEER daily reports that summarize the status of the work completed at the end of each work day. Construction Daily Reports shall be submitted every working day during the construction period (even when no work is done) between the time at which the Notice to Proceed is issued and the time of Final Acceptance. Reports for the previous day shall be submitted by

2:00 p.m. on a daily basis without exception to the ENGINEER in person, via fax, or electronically. A copy of the required daily report for the construction is included in Appendix T1 of the Technical Provisions. Payment for Work shall not be made to the CONTRACTOR until all Daily Reports have been provided for the pay period requested by the CONTRACTOR.

11.5 Precast Permeable Groin Member Facility Location. At least seven (7) days prior to the pre-construction conference, information regarding the location of the precast facility shall be provided to the ENGINEER with the name, location, email address of a contact person, and telephone number of the vendor(s) from which prefabricated groin members will be supplied.

11.6 Surveys. Post-construction surveys shall be submitted to the ENGINEER within fourteen (14) days after substantial completion or conditional acceptance pending survey review.

11.7 As-Built Drawings. Signed and sealed as-built drawings shall be submitted to the ENGINEER within fourteen (14) days after final acceptance.

11.8 Maintenance of Traffic. The CONTRACTOR shall provide a traffic control plan to the ENGINEER and the COUNTY at least seven (7) days prior to the pre-construction conference. The project area and staging areas are located immediately adjacent to Gulf Drive, Florida State Road 789. The plan shall document the coordination effort between the CONTRACTOR, FDOT, and the Bradenton Beach police department and shall outline the signage and methods the CONTRACTOR will use to minimize disturbance to normal traffic flows in the project area as part of the plan as well as separation of the staging areas from SR 789. The CONTRACTOR shall utilize flagmen when unloading materials and mobilizing or demobilizing equipment from the construction site. The COUNTY may request modification of the traffic control plan.

11.9 Pre-Construction Conference. The CONTRACTOR shall attend a pre-construction conference with the COUNTY and ENGINEER before Work begins at the site. The meeting will develop mutual understanding relative to details of the project administration, including the forms to be used for recording the quality control operations, inspections, daily reports, and interrelationship of the CONTRACTOR, ENGINEER, and COUNTY and their respective observers. The permits will also be discussed to familiarize the CONTRACTOR with permit requirements. Nevertheless, it is the responsibility of the CONTRACTOR to meet all permit conditions.

11.10 Accident Prevention Plan. The CONTRACTOR shall submit an Accident Prevention Plan and a Confined Space Entry Plan to the ENGINEER prior to the pre-construction meeting. Said Plans must be in accordance with all Federal safety standards as specified in EM 385-1-1, entitled "Safety & Health Requirements Manual". Submission of the plan does not constitute an endorsement of the plan on the part of the COUNTY or ENGINEER of the CONTRACTOR's accident prevention plan. The plan is intended to provide a method by which the CONTRACTOR demonstrates an awareness of safety

standards.

11.10.1 CONTRACTOR Responsibility for Safety. The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss including but not limited to:

- (a) All persons,
- (b) All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and,
- (c) All other property at the site or adjacent thereto, including trees, shrubs, lawns, natural vegetation, walks, lifeguards stands, coastal structures, beach infrastructure, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

11.10.2 Compliance with Safety Laws. The CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction over the safety of property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

11.10.3 Minimum Crane Safety Requirements. All cranes used in performing the work set forth in these specifications shall be equipped with geared boom hoists which require the application of power to raise and lower the boom or shall be otherwise equipped with mechanisms which will prevent the booms from being lowered by gravity. Cranes that are equipped with booms that can be lowered by either gravity or by power shall have the mechanisms for operating the booms by gravity made inoperative so that the booms cannot be lowered by gravity. The booms of all cranes and draglines shall also be equipped with shock absorbing type backstops to prevent them from overtopping.

11.10.4 Safety Personnel Requirement. The CONTRACTOR shall designate at the project area a permanent Safety and Occupational Health person (Safety Officer) to manage the CONTRACTOR's accident prevention program. The Safety Officer shall be on duty during any work of a complex nature including, but not limited to, the relocation of utilities; transport of materials; movement of equipment; work on or around structures; work to remove the existing groins, work to construct the PAG's; or when other potentially hazardous activities are occurring. The Safety Officer shall report to and work directly for the CONTRACTOR's superintendent or the corporate safety office. The Safety Officer shall have the authority to take immediate steps to correct unsafe or unhealthful conditions. The presence of the Safety Officer will not abrogate safety responsibilities of all other personnel. The CONTRACTOR shall

demonstrate the Safety Officer's credentials and experience in performing these functions. The Safety Officer shall attend the pre-construction conference.

11.11 Hurricane and Severe Weather Plan. The CONTRACTOR shall monitor NOAA or other weather broadcasts selected by the CONTRACTOR during all periods of construction activity and notify the ENGINEER and the COUNTY at the time of any decision to move vessels and equipment in preparation for potential storms. The CONTRACTOR shall provide a prioritized list of actions to be taken in the event of a severe storm and assign personnel to each action. This plan shall be submitted to the ENGINEER and COUNTY (7) seven days prior to the pre-construction meeting.

This plan shall include but not be limited to the following:

- a. Time intervals before storms are predicted to strike the project area when action will be taken and details of the actions to be taken. The plan should be specific as to what weather/wave conditions will require work shutdown, removal of equipment from the beach or trestle, removal of vessels, etc.
- b. List of the equipment to be used on the job and its ability to handle adverse weather and wave conditions. The ability of trestles to handle adverse weather or wave conditions.

11.12 Quality Control Plan.

11.12.1 General. The CONTRACTOR is responsible for quality control and shall provide and maintain an effective quality control program. The CONTRACTOR shall submit the Quality Control (QC) Plan for review and acceptance by the ENGINEER seven (7) days prior to the pre-construction meeting. In general, the plan shall identify personnel, procedures, instructions, records, and forms to be used.

11.12.2 Content of the QC Plan. The QC Plan shall include, as a minimum, all demolition and construction operations, both on-site and off-site, including work by subcontractors, fabricators, suppliers, and purchasing agents.

- (a) A description of the quality control organization, including a chart showing lines of authority and acknowledgement that the QC staff shall implement aspects of the Work specified.
- (b) The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a QC function.
- (c) A copy of the letter to the project superintendent signed by an authorized official of the firm which describes the responsibilities and delegates sufficient

authorities to adequately perform the functions of QC Management, including authority to stop Work which is not in compliance with the contract. The project superintendent shall issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Copies of these letters will also be furnished to the COUNTY as part of the QC Plan.

(d) Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, off-site fabricators, suppliers, and purchasing agents.

(e) Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test.

(f) Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.

(g) Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures will establish verification that identified deficiencies have been corrected.

(h) Reporting procedures, including proposed reporting formats.

(i) A list of the definable features of the Work. A definable feature of the Work is a task that is separate and distinct from other tasks and has separate control requirements. It could be identified by different trades or disciplines, or it could be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of the Work, there are frequently more than one definable feature under a particular section.

11.12.3 Execution of Quality Control Plan. The CONTRACTOR's quality control system is the means by which the CONTRACTOR is assured that the groin demolition and PAG construction complies with the requirements of the Contract Documents, including all project permits. The CONTRACTOR shall record on Daily Quality Control reports any problems in complying with laws, regulations and ordinances, as well as project permits, and corrective action taken.

If reoccurring deficiencies in an item or items indicate that the quality control system is not adequate, or reports are not being provided in a timely manner, the CONTRACTOR shall undertake such corrective actions as directed by the ENGINEER.

11.12.4 The ENGINEER reserves the right to utilize the CONTRACTOR's control testing laboratory, survey and other equipment to make spot tests and surveys, and to check the CONTRACTOR's testing and survey procedures, techniques, and results

(where applicable).

11.12.5 The CONTRACTOR shall be responsible for making such inspections, surveys and tests as may be necessary to assure compliance with all the requirements of the Contract Documents and applicable permits. Reports of all inspections, surveys and tests and remedial actions shall be submitted to the ENGINEER in writing.

11.12.6 No separate payment will be made for CONTRACTOR quality control.

12. SUBCONTRACTORS.

Assurance of compliance with all sections of the contract by Subcontractors shall be the responsibility of the CONTRACTOR, including compliance with all environmental and permit requirements.

13. PERMEABLE ADJUSTABLE GROIN (PAG) SURVEY REQUIREMENTS.

13.1 PAG Survey Components. The CONTRACTOR shall measure and submit to the ENGINEER plan and profile surveys of the constructed PAG structures depicting the final constructed configuration of the permeable adjustable groins (i.e., as-built survey).

13.1.1 Plan View of PAG's. The plan view of each PAG shall be surveyed to document the dimensions and the location of each constructed groin on the beach. The plan view will include the width and length of each groin and the coordinate position for each corner of the structure.

13.1.2 Profile Spacing for PAG's. Profiles shall be surveyed of each constructed groin. There shall be three post-construction profiles over the deck of each PAG including, the centerline and the two shore-perpendicular edges, per each groin demonstrating the general shape, structural components elevations, and average trend of the extent of the constructed lines and grades. If any survey results do not accurately represent the structure, the CONTRACTOR shall resurvey any portion of a structure at no additional cost to the COUNTY.

13.2 Beach Profile Surveys Required by the Permit. The ENGINEER will conduct the pre-construction and post-construction profiles of the adjacent beach as required by the permit. The CONTRACTOR will not be responsible for the beach profile surveys required in the permit.

13.3 Submission Requirements. The PAG surveys shall be submitted in graphical form with the design templates, allowable tolerances, and post-project conditions depicted. The plan view shall depict the location and extent of the PAG's. A plan view drawing scale of 1"=5 feet is required. The profiles shall depict the elevation of the beams and deck. All profiles shall include the data and the identifying baseline station number. All survey

information submitted, and included in any depiction, shall include the date of the survey. Vertical elevations shall be in feet referenced to the NAVD 1988 datum. Horizontal distances shall be in feet. Locations shall be specified in Florida State Plane grid coordinates, NAD 1983 datum. Profile survey drawings shall be at a scale of 1"=5 feet with the horizontal scale equal to the vertical scale. Locations of the profiles shall be shown on the plan view drawing.

13.4 Personnel. All PAG surveys shall be performed under the direction of an independent Florida licensed professional land surveyor (P.L.S.). All surveys shall meet minimum technical standards.

13.5 Payment for Surveys. All costs associated with the survey of the PAG's shall be the responsibility of the CONTRACTOR and shall be included in the survey bid item.

14. CONSTRUCTION PLANS AND CONTRACT DOCUMENTS.

14.1 Two (2) complete sets of construction Plans and Contract Documents (with permits) shall be kept in the CONTRACTOR's field office; and at the construction site at all times during project construction.

14.2 The CONTRACTOR shall maintain one set of full-size contract drawings, marked up in red, to indicate current, as-built conditions. These drawings shall be maintained at or near the site in a current condition at all times until completion of the work. The drawings shall be available for review by the ENGINEER at all times. All variations from the contract drawings, for whatever reason, including those occasioned by modifications, optional materials, and the required coordination between trades, shall be indicated. These variations shall be shown in the same general detail utilized in the contract drawings. The marked-up drawings may be utilized for preparation of the as-built drawings, but may not be substituted for the as-built drawings.

15. AS-BUILT DRAWINGS.

The CONTRACTOR shall submit to the ENGINEER, for approval, the survey data for each completed PAG. The profile and plan view survey must be submitted to the ENGINEER within seven (7) calendar days of the completion of the Work on each PAG.

15.1 Upon completion of the work, the CONTRACTOR shall sign the as-built drawings in the following manner: "I CERTIFY THAT THESE DRAWINGS INDICATE CONSTRUCTION AS ACTUALLY PERFORMED AND ARE AN ACCURATE REPRESENTATION OF THE SPECIFIED WORK." The COUNTY reserves the right to withhold final payment until acceptable as-built drawings have been submitted.

15.2 The CONTRACTOR will provide the ENGINEER any CAD files created in preparation of the as-built drawings.

15.3 All costs associated with this section shall be included in the survey bid item.

16. PERMISSIBLE WORK DAYS AND HOURS.

During all periods of construction, activity shall be limited to 7:00 a.m. to 6:00 p.m. per City of Bradenton Beach weekdays and 9:00 a.m. to 6:00 p.m. Saturdays and holidays unless otherwise authorized by the COUNTY and the City of Bradenton Beach. See City of Bradenton Beach Ordinance 2868.

17. MILESTONE NOTIFICATION AND INSPECTION.

17.1 Notification. The CONTRACTOR shall specifically notify the COUNTY;

17.1.1 of the CONTRACTOR's intended date of commencement of the site work at least four (4) days in advance of the work's commencement;

17.1.2 of the start of the demolition of the existing groins;

17.1.3 of the completion of demolition and removal of all groin debris;

17.1.4 at least two (2) days prior to the establishment of horizontal and vertical control work for construction of each PAG;

17.1.5 of the start of the construction of each PAG;

17.1.6 at least three (3) days prior to the expected completion of each PAG;

17.1.7 at least three (3) days prior to the date of expected final completion of the entire Work.

17.2 Project Uncovering. The presence or absence of the ENGINEER or the COUNTY shall not relieve the CONTRACTOR of his responsibility to properly execute the work in accordance with these Specifications and the Plans. The ENGINEER may order any element of the buried work uncovered, at no additional expense to the COUNTY. This condition applies to any source of sand coverage, including from natural processes such as waves and tides.

17.3 Noncompliance Notification. The ENGINEER shall notify the CONTRACTOR of any observed non-compliance with the Plans and Specifications and/or of violation of any applicable Federal, State or local laws, regulations or permits, promptly upon discovery. The CONTRACTOR after receipt of such notice, shall immediately take corrective action. If the CONTRACTOR fails or refuses to comply promptly, the COUNTY may issue an order stopping all or part of the work until satisfactory corrective action has been taken. Nevertheless, it remains the sole responsibility of the CONTRACTOR to comply with all applicable Federal, State or Local laws or regulations, permits and all elements of the

Environmental Protection Plan. It will also be the CONTRACTOR's responsibility to advise all subcontractors to comply with all applicable laws, regulations, permit requirements, and all elements of the Environmental Protection Plan.

17.4 All costs associated with this section shall be included in the lump sum cost of each PAG.

18. PROTECTION OF EXISTING STRUCTURES AND VEGETATION FROM DEMOLITION AND CONSTRUCTION ACTIVITY.

18.1 General. Walkways, dune overwalks, sidewalks, roads, parking lots, bulkheads, revetments, erosion control structures, utilities, upland structures, lifeguard stands, vegetation or any other structures or natural feature within the work area or access to the work area shall be protected by the CONTRACTOR to prevent damage thereto by the CONTRACTOR'S operations.

18.2 Underground Utilities. CONTRACTOR shall call Sunshine State One Call of Florida before beginning any work at the project site.

18.3 Payment. All costs associated with this section shall be included in the lump sum cost of mobilization/demobilization.

19. DAMAGES.

All damage, injury or loss to any public or private property caused, directly or indirectly, in whole or in part, by the CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the CONTRACTOR at the CONTRACTOR's expense. The CONTRACTOR shall restore all damage caused by the CONTRACTOR to Walkways, dune overwalks, sidewalks, roads, parking lots, bulkheads, revetments, erosion control structures, utilities, upland structures, lifeguard stands, vegetation or any other structures or natural feature to pre-construction conditions or better at no additional cost to the COUNTY. The CONTRACTOR shall notify the ENGINEER in the event that damage is caused by the CONTRACTOR. The COUNTY shall determine if repairs are required and the COUNTY or owner of the damaged property will determine if the property has been repaired to its previous condition before the CONTRACTOR receives approval of repairs. The CONTRACTOR will not receive final payment until all damages to private or public property resulting from the CONTRACTOR's operations are restored to the satisfaction of the COUNTY or property owner.

The CONTRACTOR shall notify owners of adjacent property and utilities when execution of the Work may affect them.

20. NOISE CONTROL.

All lifting, hauling, handling, and groin demolition and construction equipment used on this Work

shall be equipped with satisfactory mufflers or other noise abatement devices. The CONTRACTOR shall conduct his operations so as to comply with all Federal, State, and local laws pertaining to noise. The use of horns, whistles, signals shall be held to the minimum necessary in order to ensure as quiet an operation as possible while maintaining safety on the job site.

21. VESSEL SIGNALS.

If the CONTRACTOR uses floating equipment to conduct the work, the CONTRACTOR shall display signal lights and conduct their operations in accordance with the General Regulations of the Department of the Army and of the U.S. Coast Guard governing lights and day signals to be displayed by towing vessels with tows on which no signals can be displayed, or vessels working on piling and debris removal, and day signals to be displayed by vessels of more than 65 feet in length moored or anchored in a fairway or channel and the passing by other vessels or floating plant working navigable channels, as approved by the Secretary of the Army and Commandant, U.S. Coast Guard. (33 C.F.R. 80.18 - 8-31a; 33 C.F.R. 95.51 - 95.66; 33 C.F.R. 9.22 - 90.36; 33 C.F.R. 82 and C.G. Pub. 169, Navigation Rules, International-Inland dated May 1 1977) (DAR 7-603.33).

22. SITE CLEAN-UP.

22.1 General. It is the intent of the COUNTY that the work be accomplished with no impact to the natural resources within and adjacent to the work area and project site, and that the immediate and general vicinity of the work area remain in its pre-project state subsequent to completion of the work. All debris generated from demolition operations, and all materials utilized by the CONTRACTOR during construction shall be removed from the site; including demolition and construction debris, the trestles, survey stakes, flagging and other temporary survey controls. All accesses across the dunes shall be restored to the structural, topographic and vegetative conditions that existed prior to construction.

22.2 Lost Material. Should the CONTRACTOR during the progress of the work, lose, dump, sink, or misplace any material or equipment, the CONTRACTOR shall notify the COUNTY and recover and remove same within 24 hours of receipt of said notice at no additional cost to the COUNTY.

22.3 Debris Lost on Roads. The CONTRACTOR shall immediately have those streets or access roadways used for transport of construction materials cleaned of debris that resulted from the removal of debris generated from groin demolition or from the carriage of material for this work. The debris shall be disposed of in a legal manner and at the expense of the CONTRACTOR.

22.4 Work Area. The CONTRACTOR shall continually inspect the work areas to ensure that all debris left by the CONTRACTOR's and subcontractor's workers has been removed from the work areas and properly disposed of.

23. EXAMINATION AND FINAL ACCEPTANCE.

23.1 Observation of the Work. The Work will be thoroughly examined by the ENGINEER as soon as practicable, and no later than seven (7) days after the ENGINEER receives notification from the CONTRACTOR that the Work is complete and ready for examination. Individual PAG's will be observed by the ENGINEER after they have been completed. The CONTRACTOR or his authorized representative will be notified when the examinations are to be made and will be permitted to accompany the examination party. The ENGINEER shall issue a certificate of substantial completion for each PAG, if appropriate, and if required, prepare a list of deficiencies to be remedied by the CONTRACTOR.

23.2 Corrections. Should deficiencies in the Work be determined relative to the contract drawings and specifications, the CONTRACTOR will be required to correct same at the discretion and direction of the ENGINEER. No payment shall be made for corrections to the Work involving the removal and replacement of unacceptable material or workmanship. Upon correction of all deficiencies in the Work identified during the substantial completion inspection and satisfactory review of the as-built surveys, the ENGINEER will issue a recommendation of final acceptance to the COUNTY.

23.3 Safety and Protection of the Work. The CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and the COUNTY has determined that the Work is acceptable.

24. EXTENSIONS OF TIME.

24.1 Construction Time Extensions. The CONTRACTOR may be eligible for construction time extensions. The extension of time may be made to the CONTRACTOR because of hindrances or delays from any cause in the commencement, prosecution or completion of the Work, not limited to but including the following:

- (a) any act or omission on the part of the COUNTY or the ENGINEER or any other CONTRACTOR employed by the COUNTY, or any of their officers, agents or employees with respect to all Contract Documents, changes in sequence, lack of decision, project acceleration, project de-acceleration, lack of access, lack of right-of-way or easement, interference, errors, suspensions, lack of permits or approvals, erroneous specifications or terms and conditions in the Contract Documents, lack of payments, issuance of Change Orders, or use or placement into service of the structure, to be constructed hereunder prior to final completion and acceptance of the Work;
- (b) differing site conditions;
- (c) presence and operations of other contractors;
- (d) strikes, lockouts, labor or material shortages;
- (e) fire;
- (f) unusual delay in transportation;

- (g) acts of God, such as hurricanes, tropical storms, tornadoes, earthquakes or floods, or extreme weather;

wherein the CONTRACTOR can conclusively demonstrate that the act, condition, term or omission clearly caused the delay and was not due to the action, or inaction of the CONTRACTOR.

Whether such hindrances or delays be avoidable or unavoidable, the CONTRACTOR agrees that it shall make no claim for, nor be entitled to, additional payment, compensation or mitigation of liquidated damages, if any, or any other damages of any kind or nature for any such delays or hindrances and will accept in full satisfaction for such delays the extension of time set forth below as project permits allow.

24.2 Avoidable Delays by the CONTRACTOR. Avoidable delays or hindrances in the commencement, prosecution or completion of the Work shall include all delays from any cause whatsoever that might have been avoided in the exercise of appropriate planning, care, prudence, foresight, or diligence on the part of the CONTRACTOR. Delays in the prosecution of parts of the Work that may in themselves be unavoidable but do not necessarily prevent or delay the prosecution of other parts of the Work or the completion of the whole Work within the time herein specified, reasonable loss of time resulting from measurements and inspections, and from such interruptions as may occur in the prosecution of the Work on account of the reasonable interference of other CONTRACTORS employed by the COUNTY which do not necessarily prevent the completion of the Work within the time herein specified shall be deemed avoidable delays within the meaning of this Contract.

24.3 Unavoidable Delays. Unavoidable delays in the prosecution or completion of the Work under this Contract shall include all delays which may result through causes beyond the control of the CONTRACTOR, and which the CONTRACTOR could not have provided against by the exercise of care, prudence, foresight or diligence. Orders issued by the COUNTY increasing the amount of Work to be done by 25% or more or the manner in which the Work is to be prosecuted, lack of rights-of-way, and unforeseen delays in the completion of the work of other CONTRACTORS under contract with the COUNTY may be considered an unavoidable delay.

24.4 Notice of Delays. Whenever the CONTRACTOR experiences any delay in the prosecution of the Work, the CONTRACTOR shall, immediately upon the occurrence of any event giving rise to a delay, and in any event no later than three (3) days after the onset of the delay, notify the ENGINEER in writing of the occurrence of such delay and its cause and probable length in order that the ENGINEER may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent the prosecution and completion of the Work are to be delayed thereby. The notice must also demonstrate that CONTRACTOR will or has used all reasonable means to minimize the delay and contain an estimate of the probable effect that such delay will have on the progress and final completion of the Work. Notification of occurrence of delay will not be considered unless submitted electronically or in writing.

24.5 Extensions of Time for Unavoidable Delays. For delays that are unavoidable, as determined by the COUNTY and ENGINEER, the CONTRACTOR will be allowed, if it applies for the same in the notice, an extension of time beyond the time specified for completion in the Contract as project permits allow, and as specified in an approved change order, proportionate to such unavoidable delay or delays, within which to complete the Contract and within time limitations contained in project permits; and CONTRACTOR will not be charged, because of any extension of time for such unavoidable delay, any liquidated damages as are charged in the case of avoidable delays.

24.6 Remedies for Avoidable Delays. If (a) substantial completion of the Work called for under this Contract is not finished and completed by the CONTRACTOR, in accordance with all requirements, within the time specified for completion in the Contract including authorized Change Orders or suspensions of Work not due to the CONTRACTOR's failure to perform according to the Contract Documents; or, (b) if at any time prior to the expiration of said time it should appear to the COUNTY that the CONTRACTOR will be unable to finish and complete said Work as aforesaid within said time, then in that event the COUNTY may terminate this Contract as provided in the Contract Documents (COUNTY's Right to Terminate Contract); or in the exercise of its sole and absolute discretion, allow the CONTRACTOR to complete the Work, providing permits may be modified to extend the Work period, but charge to CONTRACTOR and deduct from the final payment liquidated damages specified in the contract until completion of the Work. Any mobilization/demobilization necessary to complete the Work will be done at the CONTRACTOR's expense. Notwithstanding an election made pursuant to this paragraph, the COUNTY may thereafter terminate the Contract if COUNTY is not adequately assured of prompt completion.

24.7 Time Extension for Unavoidable Delays Caused by Severe Weather or Sea State. Time extension for delays for severe weather or sea state will be granted if:

- (a) It affects operations related to working on the Gulf of Mexico coastline for weather or sea state unavoidable delays.
- (b) A request is made to the COUNTY within 5 days of the onset of the delay.
- (c) The delay is substantiated and with data from an independent wave/weather source within 14 days of the onset of the delay to the satisfaction of the COUNTY and the ENGINEER.
- (d) The ENGINEER agrees that the weather and/or sea state conditions, and the number of days of extensions requested, are warranted and qualify for an extension of time, and provides a recommendation to the COUNTY.
- (e) The COUNTY agrees with the ENGINEER and grants the extension of time as allowed by the permits for the project.

25. NO ADDITIONAL PAYMENT OR COMPENSATION.

No additional payment or compensation will be due to the CONTRACTOR under certain conditions.

No additional payment or compensation shall apply to, but shall not be limited to, increase in time-related costs, escalation in material costs, increase in material volume, escalation in labor costs, additional equipment, effect on other contracts, increased premiums, lower labor productivity, lost alternative income, additional labor head count, additional premium time labor, additional supervision and demobilization and remobilization costs beyond that stated on the bid form or for delays.

26. MEASUREMENT AND PAYMENT.

The following items are identified in the Bid Form and establish a description and method of measurement basis for payment of each component of work required for the project. Payment will be made based on the specific items included in the description in this section for each bid item.

All contract prices included in the Bid Form section will be full compensation for all drawings, labor, materials, tools, equipment and incidentals necessary to complete the construction as shown on the Drawings and/or as specified in the Contract Documents to be performed under this Contract. Actual quantities of each item bid on a unit price basis will be determined upon completion of the construction in the manner set up for each item in this section of the Specifications.

26.1 Estimated Quantities The quantities shown are approximate and are given only as a basis of calculation upon which the award of the Contract is to be made. The OWNER/ENGINEER does not assume any responsibility for the final quantities, nor shall the CONTRACTOR claim misunderstanding because of such estimate of quantities. Final payment will be made only for satisfactory completion of each item.

26.2 Work Outside Authorized Limits. No payment will be made for work constructed outside the authorized limits of work.

26.3 Measurement Standards. Unless otherwise specified for the particular items involved, all measurements of distance shall be taken horizontally or vertically.

26.4 Area Measurements. In the measurement of items to be paid for on the basis of area of finished work, the lengths and/or widths to be used in the calculations shall be the final dimensions measured along the surface of the completed work within the neat lines shown or designated.

26.5 Lump Sum Items. Where payment for items is shown to be paid for on a lump sum basis, no separate payment will be made for any item of work required to complete the lump sum items. Lump sum contracts shall be complete, tested and fully operable prior to request for final payment. CONTRACTOR may be required to provide a break-down of the lump sum totals.

26.6 Unit Price Item. Separate payment will be made for the items of work described herein and listed on the Bid Form. Any related work not specifically listed, but required for satisfactory completion of the work shall be considered to be included in the scope of the appropriate listed work items. No separate payment will be made for the following items

and the cost of such work shall be included in the applicable pay items of work. Final payments shall not be requested by the CONTRACTOR or made by the Owner until as-built (record) drawings have been submitted and approved by the ENGINEER.

1. Shop Drawings, Working Drawings.
2. Clearing, grubbing and grading except as hereinafter specified.
3. Replacement of unpaved roadways, and shrubbery plots.
4. Cleanup and miscellaneous work.
5. Any material and equipment required to be installed and utilized for tests.
6. Pipe, structures, pavement replacement, asphalt and shell driveways and/or appurtenances included within the limits of lump sum work, unless otherwise shown.
7. Maintaining or detouring of traffic.
8. As-built Record Drawings.
9. Project Sign
10. Survey or geotechnical testing work except as hereinafter specified.
11. Signage or temporary fencing to demark staging, storage and work areas.
12. Material quality control or lab testing of materials.

26.7 Mobilization and Demobilization. All costs associated with the mobilization and demobilization of equipment and personnel to and from the project area shall be included in the contract lump sum price given under the Mobilization/Demobilization line on the bid form. The costs of bonds, any required insurance, and any other pre- and post-construction expenses necessary for the start and conclusion of work, excluding the cost of construction materials, shall also be included in this section. The fee for mobilization shall not be greater than 15% of the entire cost of the project.

Fifty percent (50%) of the lump sum price for mobilization and demobilization will be paid to the CONTRACTOR after one span of one of the permeable adjustable groins has been constructed within the lines and grades as described in the Plans. The remaining fifty percent (50%) of the lump sum price will be included in the final payment for work under this contract.

26.8 Payment for Existing Groin Removal. All costs associated with the excavation, material removal, and site grading shall be included in the lump sum bid price for Existing Groin Removal.

26.9 Payment for the North Permeable Adjustable Groin. The construction of the north permeable adjustable groin shall be paid for at the contract unit price. The price shall include all costs associated with the construction of the piles, beams, groin elements, and deck. The north PAG is to be paid per linear foot completed on a monthly basis.

26.10 Payment for the Middle Permeable Adjustable Groin. The construction of the middle permeable adjustable groin shall be paid for at the contract unit price. The price shall include all costs associated with the construction of the piles, beams, groin elements, and deck. The middle PAG is to be paid per linear foot completed on a monthly basis.

26.11 Payment for the South Permeable Adjustable Groin. The construction of the north permeable adjustable groin shall be paid for at the contract unit price. The price shall include all costs associated with the construction of the piles, beams, groin elements, and deck. The south PAG is to be paid per linear foot completed on a monthly basis.

26.12 Payment for Surveys. All costs associated with the post-construction surveys and the as-built drawings shall be included in the contract lump sum price for survey.

26.13 Payment for Environmental Protection. All costs associated with complying with the Environmental Protection portion of these specifications shall be included in the contract lump sum price given under the Turbidity Monitoring/Environmental Protection line on the bid form.

26.14 Progress Payments. Portions of the Project will be completed prior to completion of the entire Project and the CONTRACTOR may request payment of the completed portion. The CONTRACTOR shall prepare and submit to the ENGINEER one original invoice which includes a schedule of values worksheet for work completed through the invoice date.

26.14.1 First Progress Payment. The CONTRACTOR shall be eligible for the first progress payment after one complete span of one permeable adjustable groin has been completed and verified by daily reports and the ENGINEER's observations. One complete span includes the piles, beams, groin elements, decking, and grouting of the members.

26.14.2 Subsequent Progress Payments. The CONTRACTOR shall be eligible for subsequent progress payments upon the completion and acceptance by the ENGINEER of the work. The progress payments shall be based on the linear footage of permeable adjustable groin completed. The OWNER shall not compensate the CONTRACTOR for partial completion of a span. Progress payments for lump sum items will be based on the percent of work complete through the invoice date.

26.14.3 Retainage. All progress payments will be subject to retainage per the Contract. Upon final acceptance, the withheld retainage shall be included in the final payment after the CONTRACTOR has met all requirements of the Contract.

26.15 Requests for Payment. The CONTRACTOR shall submit to the ENGINEER for review an Application for Payment filled out and signed and certified by the CONTRACTOR in accordance with the schedule of values established by the Contract Documents and accompanied by such supporting documentation as is required by the Contract Documents and also as the ENGINEER may reasonably require.

26.15.1 Format and Data Required.

- (a). Submit payment requests in the form provided by the COUNTY with itemized data typed in accordance with the Bid Form.
- (b). Show amount previously earned by bid item on payment form.
- (c). Provide survey data in accordance with Contract Documents.

26.15.2 Substantiating Data for Progress Payments.

- (a). When the Owner or ENGINEER requires substantiating data, CONTRACTOR shall submit suitable information with a cover letter.
- (b). Submit one copy of data and cover letter for each copy of application.

26.16 Final Acceptance and Payment.

26.16.1 Final Observation of the Work. Upon written notice from CONTRACTOR that the permeable adjustable groins are complete, the ENGINEER will make a final observation and review the as-built surveys for the permeable adjustable groins. The CONTRACTOR's request for a final observation shall constitute an application for substantial completion for the permeable adjustable groins. The ENGINEER shall issue a letter of substantial completion if appropriate and, if necessary, a list of all particulars in which this observation reveals that the work is incomplete or defective. The CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies. Corrections to the work shall be included in each bid item.

26.16.2 Final Payment. After the CONTRACTOR has completed all such corrections to the satisfaction of the ENGINEER and OWNER and delivered guarantees, bonds, certificates of inspection, marked-up record documents, as-built drawings and all other documents as required by the Contract Documents, and after the ENGINEER has indicated that the work is acceptable, the CONTRACTOR may make application for final payment. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as ENGINEER may reasonably require, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of, or filed in connection with the work. In lieu thereof and as approved by the OWNER, the CONTRACTOR may furnish receipts or releases in full; an affidavit of the CONTRACTOR that the releases and receipts include all labor, services, material and equipment bills, and other indebtedness connected with the work for which the OWNER or the OWNER's property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. If any subcontractor, manufacturer, fabricator, supplier or distributor fails to furnish a release or receipt in full, the CONTRACTOR may furnish a bond or other collateral satisfactory to the OWNER to indemnify the OWNER against any lien.

26.17 ENGINEER's Recommendation for Payment. The ENGINEER's recommendation of payment will constitute a representation by the ENGINEER to the OWNER that the conditions precedent to the CONTRACTOR's being entitled to payment as set forth in the following paragraphs have been fulfilled. The CONTRACTOR shall provide sufficient signed and sealed as-built survey data to the ENGINEER to verify the placement of materials.

26.18 Payment Refusal. The ENGINEER may refuse to recommend the whole or any part of any payment if, in his opinion, it may be incorrect to make such representations to the OWNER. The ENGINEER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such extent as may be necessary in the ENGINEER's opinion to protect the OWNER from loss because:

- (a) The work is defective, or completed work has caused damages requiring correction or replacement;
- (b) Written claims have been made against OWNER or liens have been filed in connection with the work;
- (c) The contract price has been reduced because of modifications;
- (d) The OWNER has been required to correct defective work or complete the work;
- (e) The CONTRACTOR has not performed the work in accordance with the Contract Documents;
- (f) Clean-up of the project area as defined in the contract documents, including containment site restoration, has not been accomplished to the satisfaction of the ENGINEER;

(g) The CONTRACTOR has failed to make payment to subcontractors, or for labor, materials, or equipment; or

(h) The CONTRACTOR has not provided the survey data or drawings defined in the contract documents to verify the request for payment.

26.19 Payment Time Line. If, on the basis of the ENGINEER's observation of the work during construction and inspection, and the ENGINEER's review of the Application for Payment and accompanying documentation the ENGINEER is satisfied that the work has been completed and the CONTRACTOR has fulfilled all of his/her obligations under the Contract Documents, the ENGINEER will, within ten (10) days after receipt of the final Application for Payment, indicate in writing his recommendation of payment and present the application to OWNER for payment. If the application and accompanying documentation are appropriate as to form and substance, the OWNER shall, within thirty-one (31) days after receipt of the ENGINEER's recommendation for payment, pay CONTRACTOR the amount recommended by the ENGINEER. Otherwise, the ENGINEER will return the application to the CONTRACTOR, indicating in writing the reasons for refusing to recommend payment, in which case the CONTRACTOR shall make the necessary corrections and resubmit the application.

26.20 Delay. If, through no fault of the CONTRACTOR, final completion of the work is significantly delayed and if the ENGINEER so confirms, the OWNER shall, upon receipt of the CONTRACTOR's final Application for Payment and recommendation of the ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the work fully completed and accepted. If the remaining balance to be held by the OWNER for work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished, the written consent of the Surety to the payment of the balance due for that portion of the work fully completed and accepted shall be submitted by the CONTRACTOR to the ENGINEER with the application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

26.21 Obligation to Complete the Work. The CONTRACTOR's obligation to perform and complete the work in accordance with the Contract Documents shall be absolute. Neither recommendation of any payment by the ENGINEER, nor the issuance of a certificate of Substantial Completion, nor any payment by the OWNER to the CONTRACTOR under the Contract Documents, nor any use or occupancy of the work of any part thereof by the OWNER, nor any act of acceptance by the OWNER nor any failure to do so, nor the issuance of a notice of acceptability by the ENGINEER nor any correction of defective work by the OWNER shall constitute an acceptance of work not in accordance with the Contract Documents or a release of the CONTRACTOR's obligation to perform the work in accordance with the Contract Documents.

26.22 Access to the Site. The OWNER shall have the right to exclude the CONTRACTOR from the work after the date of substantial completion, but the OWNER shall allow the CONTRACTOR reasonable access to complete or correct items on the punch list.

26.23 Waivers. The making and acceptance of final payment shall constitute:

26.23.1 A waiver of all claims by the OWNER against the CONTRACTOR, except claims arising from unsettled liens, from defective work appearing after final inspection or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it shall not constitute a waiver by the OWNER of any rights in respect to the CONTRACTOR's continuing obligations under the Contract Documents; and,

26.23.2 A waiver of all claims by the CONTRACTOR against the OWNER other than those previously made in writing and still unsettled.

26.24 One Year Correction Period. If within one (1) year after the date of completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any work is found to be defective, the CONTRACTOR shall promptly, without cost to the OWNER and in accordance with the OWNER's written instructions, either correct such defective work, or, if it has been rejected by the OWNER, remove it from the site and replace it with non-defective work. If the CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the OWNER may have the defective work corrected or the rejected work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional ENGINEER services, shall be paid by the CONTRACTOR.

27. USE OF COMPLETED PORTIONS.

After completion of a PAG, including dressing the beach that was disturbed to the natural contours, the COUNTY shall have the right to take possession of, and use, any completed or partially completed portions of the Work, prior to the completion of the entire Work. Such taking possession and use shall not be deemed and acceptance of any Work not completed in accordance with the Contract Documents.

28. NO CLAIM AGAINST COUNTY OR ENGINEER.

The CONTRACTOR shall have no claim against the COUNTY or ENGINEER because of any damage or loss to the Work or CONTRACTOR's materials, equipment or supplies, including no claim for loss or damage due to simultaneous work by others, and the CONTRACTOR shall be responsible for the complete restoration of damaged Work to its original condition complying with the Contract Documents. Notwithstanding any other provision of this Contract, this obligation shall

exist without regard to the availability of any insurance, either of the COUNTY, ENGINEER or the CONTRACTOR.

29. ROYALTIES ON PATENTS.

All fees or royalties for any patented articles or operations of construction used in this structure or any part thereof of any materials, tools, implements, machinery, fixtures or anything used by the CONTRACTOR shall be included in the price stipulated in the Contract for the work, and the CONTRACTOR shall protect and hold harmless COUNTY and ENGINEER against all demands for such fees, royalties and claims.

30. QUALIFICATIONS OF BIDDERS.

Any person, firm, corporation or joint venture who shall proffer a bid shall hold at the time the bid is submitted a valid Certificate of Competency (Contractor's License) issued by the Florida Department of Business & Professional Registration. Bidders must be or have a qualifying agent who is currently a licensed Certified General Contractor and who have demonstrated experience in marine contracting or similar work. Surveys shall be performed under the direction of a Florida licensed professional land surveyor. All work must be accomplished in a professional manner and meet all standards of any Professional trade requiring a license and or a permit i.e. contractors, crane operators, welders, and drivers. Bidders must demonstrate experience in marine contracting and similar work, and provide at least 3 examples/references of the bidder's most similar coastal construction projects completed within the last 5 years.

31. PERFORMANCE OF WORK BY CONTRACTOR.

31.1 CONTRACTOR Participation in the Work. The CONTRACTOR shall perform on the site, and with his/her own organization, excluding subcontractors, Work equivalent to at least thirty three percent (33%) of the total amount of Work to be performed under the Contract. If during the progress of Work hereunder, the CONTRACTOR requests in writing a reduction in such percentage, and the ENGINEER determines that it would be to the COUNTY's best interests, the percentage of the Work required to be performed by the CONTRACTOR may be reduced, provided written approval of such reduction is obtained by the CONTRACTOR from the ENGINEER. The CONTRACTOR is responsible for providing, and maintaining, equipment which is in good working order, for construction of the project.

31.2 Continuous Construction. The CONTRACTOR shall maintain at the project site and on the job, the materials, equipment and personnel required to continuously advance the project. The CONTRACTOR shall not remove equipment, materials, subcontractors, and personnel from the project site without the written consent of the ENGINEER, unless one or more of the following occurs: the project is complete; weather or sea state conditions require movement from the project site; a condition exists which threatens equipment or the safety of personnel; or the time frame provided for project construction in the contract documents has expired. If the CONTRACTOR removes from the project site equipment or personnel,

and time remains for construction of the project, the CONTRACTOR shall return to the project site as soon as possible to return to work on the project.

32. SUPERINTENDENT.

The CONTRACTOR shall designate, in writing to the ENGINEER and COUNTY, a superintendent(s). A superintendent(s) of the CONTRACTOR shall be at the work site at all times during the work and shall be available to the ENGINEER at all times during the work. Under no circumstances will work occur without the presence of a superintendent at the project site.

PART 2 – PAG CONSTRUCTION MATERIALS

33. PAG PREFABRICATED MEMBERS.

33.1 Prefabrication Yard. Concrete shall not be cast on site. At the time of bidding, the CONTRACTOR shall identify the name and location of the precast subcontractor for the construction of the concrete components. The CONTRACTOR shall identify at the time of his bid, the available facilities, equipment, and personnel which are intended to be used to precast the concrete components. A statement of experience of the personnel and the facility must be included in the bid. The prefabrication yard shall be made available to the ENGINEER at all times that prefabricated groin members are being constructed. The ENGINEER shall be given a three (3) day notice prior to every groin member concrete pour in order to have the opportunity to observe the form work and member reinforcement.

33.2 Concrete. Fiber reinforced concrete for the concrete cap shall be 5000 psi comprehensive strength at 28 days. W/C ratio shall be less than or equal to 0.4. Twenty percent of the cement shall be replaced with Type F fly ash. Polypropylene content shall be 2 lbs/cy of concrete. Fibers shall be 100% virgin polypropylene, fibrillated fibers containing no reprocessed olefin materials and specifically manufactured for use as concrete secondary reinforcement. Fiber manufacturer must document evidence of 5-year satisfactory performance history, compliance with applicable building codes and ASTM C-1116 Type III 4.1.3. and ASTM C-1116 Performance Level I outlined in Section 21 Note 17. Fibrous concrete reinforcement shall be manufactured by Fibermesh Company, 4019 Industry Drive, Chattanooga, Tennessee, USA, 37416 or equivalent. The CONTRACTOR shall provide the mix design to the COUNTY and ENGINEER for review ten (10) days prior to pouring the first concrete member. The inclusion of any water reducing agent, or corrosion inhibitor shall be identified in the mix description.

33.3 Reinforcement. All steel reinforcing shall be MMFX Steel Corporation MMFX2, fy = 100 ksi rebar. Splicing of the steel shall be according to ACI 318 (latest edition).

33.4 Reinforced Concrete Materials Testing. One piece of reinforcing steel randomly selected by the ENGINEER shall be tested for tensile yield strength by an independent testing lab. The results shall be supplied to the ENGINEER. The CONTRACTOR shall have an independent testing laboratory test the concrete at a rate of 1 test per 50 c.y. of concrete. The test shall include 7, 14 and 28-day compressive strength tests. The results shall be supplied to the ENGINEER. Tests shall be in accordance with ASTM C31, C39 and C617.

33.5 Concrete Deck Sample. The CONTRACTOR shall prepare 1 foot by 1 foot area samples of the concrete deck, demonstrating potentially different levels of a broom finish. Upon submittal of the samples to the ENGINEER, the final broom finish for the deck of the PAG's will be selected by the ENGINEER and COUNTY. The selected sample shall be stored at the precast yard for comparison to PAG decks to maintain concrete deck finishing consistency.

34. CARRIAGE BOLTS, NUTS AND WASHERS.

The carriage bolts, or threaded rods, nuts and washers shall be 316 stainless steel. The dimensions for the bolts are to be 0.75 inch diameter. Threads shall be $\frac{3}{4}$ -10 UNC 2A. The washers are to have a three (3) inch outside diameter. The threads on both the bolt and nuts shall be coated with Never-Seez® Marine Grade (Bostik, Inc.) or equivalent, prior to installation, per manufactures specifications.

35. STEEL PILES.

The steel piles shall be ASTM A252, Grade 2, Schedule 80 pipes with a 8 inch outside diameter. The lengths of the pipes vary and are indicated in the Plans. The pipes shall be coated with 16 mils of coal tar epoxy prior to delivery to the site.

36. GROUT.

Grout shall be a 5000 psi grout with pea gravel, such as CEMEX 1510326, or equivalent. Grout shall be mixed at a ready mix plant and delivered to the job site. The CONTRACTOR shall include details in the Quality Control Plan regarding the procuring, mixing, delivering, and pumping of the grout.

37. TEMPORARY SEAL DURING GROUTING (GASKETS ETC).

Contractor shall provide and place a 0.25 inch thick neoprene seal between each of the traverse and longitudinal crib beams to retain grout. Seal shall be square with approximate outside dimensions of 20 inches by 20 inches and be at least two inches wide. The seal shall be epoxied onto one of the adjacent crib beams for placement.

38. OTHER METAL PRODUCTS.

The $\frac{1}{2}$ " thick steel plates, welded to the piles that support the bottom beams or transverse deck beams shall be A36 steel of the dimensions and shapes specified in the Plans. These metal products shall be coated with 16 mils of coal tar epoxy or equivalent. The epoxy shall be allowed to cure prior to installation of the coated metal product. Coal tar epoxy shall be reapplied as necessary in the field after the transverse deck support plate is welded.

PART 3 - EXECUTION

39. EXISTING GROIN DEMOLITION AND REMOVAL.

The CONTRACTOR shall remove all components of the three existing groins and any other structures in the existing groins footprint including all buried or underwater components. The demolition process will include removing all structural components and excavating the sediment to the required depth within the footprint of the PAG to be installed. The excavated sediment will be screened to separate the debris from the sediment. It is the responsibility of the CONTRACTOR to remove all structural components which may interfere with the construction of the new PAG's. The dimensions of the existing northern and central groins to be removed are 12'-0 wide x 372'-0 long. The dimensions of the existing southern groin to be removed are 12'-0 wide x 324'-0 long. The groins consist of a concrete deck with a beam and pile system. In addition, remnants of previous structures, if found, within the PAG footprint shall also be removed. The groin piling must be removed utilizing either jetting or vibration techniques. All exposed reinforcing (rebar, iron or steel) shall be cut and ground to remove all protrusions and all sharp edges. All debris must be removed and disposed of in a legal manner.

39.1 Beach and Nearshore Debris Removal. If groin debris is transported by the waves outside of the footprint of the demolished groin location, the area where the debris is located is to be excavated to a minimum depth of two (2) feet into the sediment, screened and all debris captured on the screen removed from the beach area. All material retained on the screen shall be removed from the beach area and disposed of in a legal manner. The sediment removed through the sifting process shall be replaced in the beach, clean of debris, and shall be graded to the approximate beach shape and slope.

39.2 Groin Area Sifting and Screening. The CONTRACTOR shall use a screen to sift the sediment which retains all material with any dimension two (2) inches in size or greater. All material retained on the screen shall be removed from the beach area and disposed of in a legal manner.

39.3 Continual Observation of the Sifting Operation for Rebar. The CONTRACTOR shall continually observe the sifting process to monitor for the presence of steel rebar. It is possible that steel rebar could pass through the screen as the sediment is being sifted. In that event, the CONTRACTOR shall immediately cease all sifting activities and retrieve the rebar which has slipped through the screen. The steel rebar shall be disposed of in a legal manner.

40. SAND EXCAVATION.

Sand shall be excavated by the CONTRACTOR as necessary to construct the PAG's as specified and shown in the plans. The CONTRACTOR shall estimate the required volume of sand to be excavated prior to submitting a bid, the cost of excavation included in the lump sum cost to construct each groin. Existing beach material excavated for construction of the groins shall be placed adjacent to each groin. If waves or currents refill any excavated area, the CONTRACTOR shall re-excavate at

no cost to the COUNTY. The use of temporary cofferdams may be required. Upon completion of the work, all excess sand shall be graded consistent with adjacent existing beach contours. The cost for sand excavation shall be included in the lump sum cost for each PAG. No separate payment for sand excavation shall be made. The CONTRACTOR shall anticipate that changes in beach elevations may have occurred since the design survey was conducted, and that changes may result in more or less excavation.

41. GROIN MEMBERS.

41.1 All concrete members will be precast and delivered to the project site ready to be installed.

41.1.1 The PAG elements shall be secured to the beams prior to placement of the groin beams onto the piles. Carriage bolts are required along the upper layer of longitudinal beams to avoid the potential hazard of exposed threaded rods. Carriage bolts shall be installed on all upper longitudinal beams even if they are buried below sand. Threaded rods or carriage bolts may be used to secure the PAG elements to the remaining beams. The threads on both the carriage bolt and the nuts shall be coated with the Never-Seez® Marine Grade prior to placement in the saltwater. Bolts shall be torqued to 1500 in. lbs. after bringing all elements together.

41.2 Forms for this work shall be made of either wood or metal. They shall be straight and free of warp or bends. They shall have sufficient strength and rigidity, when staked, to resist the pressure of the concrete without springing. If wooden forms are used, they shall be of adequate section and shall have a flat surface on top. Forms shall have a depth at least equal to the vertical dimensions for the depth of the concrete being deposited against them. Forms for the cap shall be placed and set to lines, grades and elevations as shown on the drawings.

41.3 The forms shall be secured on the prepared surface so as to resist the pressure of the concrete without warping or springing. When ready for the concrete to be deposited, they shall not vary from the approved line and grade, and shall be kept so until the concrete has set.

41.4 All concrete faces adjacent to the forms shall be vibrated so that after the forms are removed, the surface of the faces will be smooth, even and free of honeycomb. No concrete shall be poured during unfavorable weather or sea conditions. All steel reinforcing shall be rinsed with fresh water prior to placing the concrete to eliminate salt. Steel shall be placed as shown in the Plans. All steel shall have a minimum of three (3) inches of concrete cover.

41.5 The concrete shall be protected against wave splash for two days and cured per applicable paragraphs of Section 520-8 of the FDOT Standard Specifications. Curing shall occur for at least 7 days. The use of commercial spray on concrete curing agents is acceptable. Removal of formwork within seven days shall require spraying the curing agents on the sides of the concrete adjacent to the removed forms.

41.6 All corners of the concrete groin members shall have a one (1) inch by one (1) inch chamfered edges and corners.

41.7 Concrete sections not constructed according to these specifications shall be removed and replaced.

41.8 The CONTRACTOR shall supply a sufficient number of experienced concrete formworkers and finishers in order to complete the work. A concrete foreman who has a thorough understanding of the construction Plans, specifications, and referenced specifications shall supervise all formworkers and finishers. No substandard workmanship will be accepted.

41.9 Concrete delivered from a ready mix plant shall be transported in accordance FDOT Section 345-13. Concrete that is not placed in the form within the specified time limits will be rejected and not included in the Work. CONTRACTOR shall bear all cost for rejected concrete. Concrete shall not be placed in the forms until the reinforcing steel placement has been approved by the ENGINEER.

41.10 Design of all concrete components of the work was based on the 28 day compressive strength. The use of these components prior to 28 days of curing may not result in the full 28 day strength being achieved. Loading of all components prior to 28 days is at the risk of the CONTRACTOR.

42. STEEL PILES.

Prior to pile installation, holes shall be cut or torched every 8 inches along both sides of the piles to allow grout to seep around the pile within the groin. Holes are not required at depths below where the concrete members will be installed. The steel piles shall be driven to the depths indicated in the Plans to a minimum capacity of ten tons. The method of piling driving shall be determined by the CONTRACTOR and provided to the ENGINEER at the pre-construction meeting. Pile driving shall be in compliance with Section 1822, F.B.C. Pre-drilling or punching of the expected limestone rock shall be included in the cost of the Work. If bedrock is encountered during pile driving, the end plate on the bottom of the pile may be omitted, however, the minimum capacity of 10 tons shall still be achieved. Piles may be cut if penetration into the rock layer is greater than 5 feet. Notify ENGINEER of each occurrence.

43. PLACEMENT OF PREFABRICATED GROIN MEMBERS.

The prefabricated groin members will be placed over the driven piles as indicated in the Plans starting from the seafloor up to the decking.

43.1 Prior to the placement of the groin members on the driven piles, the CONTRACTOR shall verify the dimensions between the piles and make changes to the decking as necessary in the event the piles have shifted during driving. The PAG has been designed with inherent

tolerances, i.e. an 8-5/8 inch pile in a twelve (12) inch hole, but unforeseen problems with pile driving may require in changes to the beams and or deck in order for them to be placed over the piles.

43.2 There shall be an allowable 0.1 inch vertical tolerance between adjacent deck pieces.

43.3 There is a 0.5 inch space between each deck. Temporary spacers may be used during deck installation to maintain the space. Gaps between adjacent decks shall be filled up to the bottom of the chamfers with light grey Euclid Chemical Company Flexolith or equivalent. The use of a backer rod is acceptable. Contractor shall determine the range of gap sizes between adjacent pieces of precast concrete and provide the appropriate size backer rod, as needed. A backer rod shall also be used under the transverse deck beam to control grout flow.

43.4 A gasket or seal shall be installed on top of each groin member over each pile to prevent grout leakage. The gasket or seal shall prevent flow of grout through the 12 inch diameter holes in the concrete members that surround the piles.

44. GROUT PLACEMENT.

Grout shall be pumped into place as indicated in the Plans and vibrated. The tremie pour shall begin at the bottom of the inside of the 8inch i.d. steel pipe and move vertically. Exposed faces shall be finished with a broom finish consistent with the prefabricated deck (Section 33.5). The portion of the groin where the tremie pour is occurring shall be enclosed in a silt curtain to control turbidity during the tremie pour operation. The silt curtain shall reach the bottom of the Gulf of Mexico. Any grout debris found on the beach or in the water shall be collected and disposed of in a legal manner.

45. TEST SECTION.

The CONTRACTOR shall complete a one span test section of each structure prior to continuing the construction of PAG's. The test shall include filling the pile hole with water to confirm the gasket or seal will prevent grout leakage. The CONTRACTOR may continue construction of permeable adjustable groins once the ENGINEER approves the test section.

46. SUBSURFACE BEDROCK.

Subsurface bedrock may be present, see geotextile reports in the plans. If it is present, it is not certain if the piles for the groin will intersect the bedrock. If bedrock is encountered, the CONTRACTOR shall immediately notify the ENGINEER. Excavation of the bedrock will not be required for beam placement.

47. MEANS AND METHODS.

The sequence of construction operations will be left up to the CONTRACTOR. The ENGINEER has not specified the order of demolition or construction however the COUNTY requests that the

contractor submit their proposed work plan for approval by the COUNTY and ENGINEER prior to execution.

PART 4 – ENVIRONMENTAL PROTECTION

48. SCOPE.

This section addresses the prevention of pollution and other environmental damage as the result of construction operations under this contract and for those measures set forth in the Technical Specifications. For the purpose of this specification, pollution and other environmental damage are defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for aesthetic, cultural, and/or historical purposes. The control of pollution and damage requires consideration of air, water, land and the marine environment and includes management of construction activities, visual aesthetics, noise, solid waste, radiant energy, and radioactive materials, as well as other pollutants. The environmental resources within the project boundaries and those affected outside the limits of permanent work under this contract shall be protected during the entire period of this contract. The CONTRACTOR shall confine activities to areas defined by the Plans and Technical Specifications. The CONTRACTOR shall fulfill these specifications at the CONTRACTOR's expense. Environmental protection shall be as stated in the following subparagraphs.

49. TRAINING OF CONTRACTOR PERSONNEL IN POLLUTION CONTROL AND ENVIRONMENTAL PROTECTION.

The CONTRACTOR shall train all subcontractors and personnel in all aspects of environmental protection. All personnel and subcontractors are to be familiar with permit requirements, and with the necessity of protection of all environmental resources, including offshore hardbottom communities and endangered or protected species. The training shall include methods of detecting and avoiding pollution, familiarization with pollution standards, both statutory and contractual, and installation and care of facilities to insure adequate and continuous environmental pollution control. Quality Control and supervisory personnel shall be thoroughly trained in the proper use of monitoring devices and abatement equipment, and shall be thoroughly knowledgeable of Federal, State, and local laws, regulations, and permits as listed in the Environmental Protection Plan submitted by the CONTRACTOR. Quality Control personnel will be identified in the Quality Control Plan submitted in accordance with this document.

50. QUALITY CONTROL.

The CONTRACTOR shall establish and maintain quality control for environmental protection for all items set forth herein. The CONTRACTOR shall record on Daily Quality Control reports any problems in complying with laws, regulations and ordinances, as well as project permits, and corrective action taken.

51. PERMITS.

The CONTRACTOR shall comply with all environmental protection requirements under the terms and conditions set out in all permits applicable to the Work. Project permit copies are provided as appendices to this section of the contract. Specifically, the CONTRACTOR will familiarize themselves with general and specific conditions contained in the Department of Environmental Protection permit (permit no. 0039378-009-JC) and U.S. Army Corps of Engineers permit (permit no. SAJ-2013-01353 (NW-MEP). Any other licenses, easements or approvals required, including, but not limited to those which may be required by Manatee County (COUNTY) and/or the City of Bradenton Beach. A copy of each permit and approval is provided in the appendices, and are a part of the Contract Documents.

52. ENVIRONMENTAL PROTECTION PLAN.

The CONTRACTOR shall submit in writing an Environmental Protection Plan to the ENGINEER. The Notice to Proceed will not be issued until the Environmental Protection Plan is reviewed and accepted by the ENGINEER and the COUNTY. Acceptance of the CONTRACTOR's plan will not relieve the CONTRACTOR of his responsibility for adequate and continuing control of pollutants and other environmental protection measures. The Environmental Protection Plan shall include, but not be limited to, the following:

- (a) A list of Federal, State, and local laws, regulations, and permits concerning environmental protection, pollution control, and abatement that are applicable to the CONTRACTOR's proposed operations and the requirements imposed by those laws, regulations, and permits.
- (b) Methods for protection of features and habitats to be preserved within authorized work areas. The CONTRACTOR shall prepare a listing of methods to protect resources needing protection, i.e. all vegetation, air and water quality, fish and wildlife, historical, archeological and cultural resources, manatees, shorebirds and all marine hardbottom areas.
- (c) Procedures to be implemented to provide the required environmental protection and to comply with the applicable permits, laws, and regulations. The CONTRACTOR shall provide written assurance that immediate corrective action will be taken to correct pollution of the environment due to accident, natural causes or failure to follow the procedures set out in accordance with the Environmental Protection Plan.
- (d) Environmental monitoring for the project area, including land, water, air and noise monitoring.
- (e) Oil spill prevention and contingency plan.
- (f) Work area plan showing the proposed activity in each portion of the area and identifying the areas of limited use or nonuse. Plan should include measures for marking the limits of use areas.

- (g) A statement as to the person who will be responsible for implementation of the Environmental Protection Plan. The CONTRACTOR personnel responsible shall report directly to the CONTRACTOR's top management and shall have the authority to act for the CONTRACTOR in all environmental protection matters.
- (h) A statement acknowledging that the CONTRACTOR is responsible for environmental protection, including all of the CONTRACTOR's personnel and subcontractors.
- (i) The Environmental Protection Plan will be dated and endorsed by the individual of top management in charge of the construction.

53. TURBIDITY CONTROL.

The CONTRACTOR shall provide adequate turbidity containment and control to prevent any turbidity violations from occurring due to groin demolition, debris removal, grout leakage, stormwater runoff at the staging area, excavation, pile driving, placement of groin components and other materials at the groin construction sites, and all other project operations. Washing may be required for the groin components to be sufficiently clean to avoid creating turbidity that exceeds State standards, particularly any stone that has been covered with dirt and vegetation. The CONTRACTOR shall clean groin components at the material source sites in order to avoid turbidity impacts at the staging area and permeable adjustable groin locations. If it becomes necessary to wash any of the material at the staging area, the CONTRACTOR shall be responsible for retaining all washwater on-site.

54. WATER QUALITY.

The CONTRACTOR shall be bound and obligated to maintain the quality of the State's waters as stipulated in project permits and in the Florida Administrative Code Rule 62-3.121 as they pertain to the Class III waters and this Contract.

54.1 Water Quality Monitoring. The CONTRACTOR shall be bound and obligated to maintain the quality of the State's waters as stipulated in Chapter 17-3 of the Florida Administrative Code. The CONTRACTOR shall conduct water quality monitoring procedures as defined in the permits for the project. As stated in the Department of Environmental Protection permit no. 0039378-009-JC turbidity monitoring is not required for this project unless a violation of the water quality standard for turbidity occurs. If substantial turbidity plumes are reported during construction, the CONTRACTOR shall conduct turbidity sampling at the source, according to instructions from the JCP Compliance Officer. If a water quality violation is recorded, the CONTRACTOR is required to immediately cease construction activities and contact the ENGINEER with the results of the water quality analysis. All reporting to the Department of Environmental Protection will be provided by the ENGINEER using CONTRACTOR water quality monitoring data.

Water quality monitoring shall be included in the project construction bid as a portion of the unit cost of the project grouting.

55. PROTECTION OF ENVIRONMENTAL RESOURCES.

The CONTRACTOR will comply with all FDEP and USACE permit conditions and requirements addressing environmental protection and the protection of species requiring specific consideration.

55.1 Protection of Land Resources. Prior to the beginning of any construction, and at the request of the CONTRACTOR, the ENGINEER shall identify land resources to be preserved within the CONTRACTOR's work area. The CONTRACTOR shall not remove, cut, deface, injure, or destroy land resources including sand dune or berm vegetation, trees, shrubs, vines, grasses, top soil, and land forms without direct written permission from the COUNTY. No ropes, cables, or guys shall be fastened to or attached to any trees for anchorage unless specifically authorized. Where such special emergency use is allowed, the CONTRACTOR shall provide effective protection for land and vegetation resources at all times as defined in the following paragraphs. The CONTRACTOR will be responsible for the replacement of any damaged or destroyed vegetation, to the satisfaction of the COUNTY. Failure to replace damaged or destroyed vegetation by the CONTRACTOR will result in replacement by the COUNTY; cost of replacement will be deducted from monies due to the CONTRACTOR, or from monies which will be due to the CONTRACTOR by the COUNTY.

55.1.1 Work Area Limits. Isolated areas (if any) within the work area which are to be saved and protected shall also be identified by the ENGINEER or COUNTY and marked or fenced by the CONTRACTOR. All monuments and markers shall be protected. Where construction operations are to be conducted during darkness, the monument or marks shall be visible. The CONTRACTOR shall convey to all Subcontractors and personnel the purpose of marking and/or protection for all necessary objects.

55.1.2 Protection of Landscape. Unless otherwise approved by the COUNTY, no trees, shrubs, vines, grasses or other vegetation will be harmed or destroyed by the CONTRACTOR for any purpose. The CONTRACTOR shall relocate any sea oats that may be affected by construction activities.

55.1.3 Disposal of Solid Wastes. Solid wastes (including clearing debris) shall be placed in containers which are removed from the beach area and emptied on a regular schedule. The CONTRACTOR will empty containers when three-quarters full and will avoid overflow conditions. All handling and disposal shall be conducted to prevent contamination. No steel, cables, wire, pipe, drums OR ANY OTHER DEBRIS shall be permitted to be disposed overboard into the waters of the Gulf of Mexico or any other water body. Disposal of solid wastes or debris in the Gulf of Mexico is a violation of State and Federal laws. If such debris is found, the debris shall be removed by the CONTRACTOR at his own cost, or the cost of removal deducted from the CONTRACTOR's final payment.

55.1.4 Disposal of Chemical Waste. Chemical waste shall be stored in corrosion resistant containers, removed from the work area and disposed of in accordance with Federal, State, and Local regulations. The CONTRACTOR shall perform all maintenance of equipment, including but not limited to refueling, filter changes, and replacement of hydraulic lines in a manner so as not to contaminate soils, ground or surface waters, or any other natural resources.

55.2 Protection of Fish and Wildlife Resources. The CONTRACTOR shall keep construction activities under continued surveillance, management, and control to minimize interference with, disturbance to, and damage of fish and wildlife. Species that require specific consideration, as well as measures for their protection, will be addressed in the CONTRACTOR's Environmental Protection Plan prior to the pre-construction meeting.

55.2.1 Sea Turtles. If project construction occurs during a portion of the sea turtle nesting season (May 1 to October 31), all temporary storage of construction materials or equipment shall be off the beach whenever possible, or as far landward as possible without impacting the dune system, structures, or access points. The CONTRACTOR shall become familiar with, and comply with all permit requirements for sea turtle protection regarding construction procedures, beach lighting and dates of construction.

55.2.2 Manatee Protection. In order to ensure that manatees are not adversely affected by construction activities, the CONTRACTOR shall adhere to the conditions as outlined in the permits and General Conditions.

55.2.3 Hardbottom Resources. Hardbottom communities exist offshore of Manatee County. The CONTRACTOR shall avoid contact with any and all hardbottom communities as stated in the Technical Provisions.

55.2.4. Penalties. The Contractor is responsible for all civil and/or criminal penalties for harming, harassing or killing manatee(s) or sea turtle(s), or damaging hardbottom resources.

55.3 Protection of Air Resources. The CONTRACTOR shall keep construction activities under surveillance, management, and control to minimize pollution of air resources. All activities, equipment, processes, and work operated or performed by the CONTRACTOR in accomplishing the specified construction shall be in strict accordance with the applicable air pollution standards of the State of Florida (Florida Statute, Chapter 403 and others) and all Federal emission and performance laws and standards.

55.4 Protection of Sound Intrusions. The CONTRACTOR shall keep construction activities under surveillance, and control to minimize damage to the environment by noise.

55.5 Temporary Sanitary Facility. The CONTRACTOR shall supply and maintain, at minimum, one (1) temporary sanitary facility for the use of land based employees and

Subcontractors. The facility shall be conveniently located in the vicinity of the beach disposal operation, but away from residential buildings along the coastline. The facility shall be removed at the end of the project.

55.6 Dispensing of Fuel. If fuel tanks are stored at the project site, the CONTRACTOR must provide secondary containment for each fuel storage tank. Secondary containment must be capable of holding 110% of the tank contents. Fuel dispensers shall have a 4-foot square, 16-gauge metal pan with borders banded up and welded at corners right below the bib. Edges of the pans shall be 8-inch minimum in depth to ascertain that no contamination of the ground takes place. Pans shall be cleaned by an approved method immediately after every dispensing of fuel and wastes disposed of offsite in an approved area. Should any spillage of fuel occur, the CONTRACTOR shall immediately contain the spill and contact local authorities if appropriate. The CONTRACTOR will be solely responsible for any fines, penalties, or other legal activities related to fuel spills.

55.7 Storage of Lubricants. All lubricants and other potential liquid pollutants shall be stored in sealed, non-corrosive containers. Individual containers shall be stored in metal pans with borders banded up and welded at the corners right below the bib. Pans shall be deep enough to prevent contamination of the ground or water. Pans shall be kept clean of all spillage or leakage at all times.

56. FUEL OIL TRANSFER OPERATIONS.

In accordance with the U.S. Coast Guard regulations (33 CFR 156.120), couplings used in fuel oil transfer operations on any vessel with a capacity of 250 or more barrels of oil (or fuel) shall be either a bolted or full-threaded connection; or a quick-connect coupling approved by the Commandant; or an automatic back-pressure shutoff nozzle used to fuel the vessel. An executed fuel oil transfer (Declaration) form signed by the tanker man shall be completed for each refueling operation. The U.S. Coast Guard shall also be notified prior to any refueling.

57. OIL AND HAZARDOUS MATERIAL SPILLS AND CONTAINMENT.

The CONTRACTOR shall ensure that all hazardous material spills are immediately reported to the ENGINEER. All hazardous material spills shall be immediately cleaned up in accordance with the USACE Safety and Health Requirements Manual, EM 385-1-1. The sole responsibility for environmental or other damage resulting from the spill will be that of the CONTRACTOR, regardless of the cause of the spill, including weather related causes. In accordance with EM 381-1-1, the CONTRACTOR shall use suitable methods such as dikes or curbs to prevent the spread of hazardous materials from above ground storage tanks and piping in case of leakage. A retention barrier shall be maintained upon the floating platform around any hydraulic equipment to minimize unanticipated leakage of hydraulic fluid into the water. Floating absorbent booms shall be maintained at the site for immediate deployment in the event that more than 2 gallons of hydraulic fluid are lost in less than 5 hours.

58. PUMPING OF BILGES.

If vessels are employed, the CONTRACTOR's are cautioned that pumping oil or bilge water containing oil into navigable water or into areas, which would permit the oil to flow into such waters, is prohibited by Section 13 of the Rivers and Harbors Act of 1899 approved March 3, 1899 (30 Stat. 1152; 33 U.S.C. 407). Violation of this prohibition is subject to penalties provided for under the referenced acts.

59. POST CONSTRUCTION CLEAN-UP.

The CONTRACTOR shall clean-up any area used for construction as stated the Contract Documents.

APPENDIX T1

PERMEABLE ADJUSTABLE GROINS DAILY QUALITY CONTROL REPORT

CORTEZ GROINS REMOVAL AND REPLACEMENT PROJECT DAILY REPORT

Date: _____ Report No. _____
(Report is due by 2:00 p.m. of the following day)

PROJECT: Cortez Groins Removal and Replacement Project

WEATHER: (Clear) (P. Cloudy) (Cloudy) TEMP. Min. Max.

Wind Speed _____ mph Direction _____

Wave Height: _____ feet

Wave Direction: _____

Groin Removal and Groin Construction:

Which Groin is Involved:_____ (north, middle, south)

Linear Footage of Groin Removed:_____

Linear Footage of Groin Installed: _____

1. Work Performed Today: (Indicate location and description of work performed).
2. Deliveries to the Site: (Indicate Project supplies that were delivered today).
3. Results of Surveillance: (Include satisfactory work completed or deficiencies with action to be taken.)
4. Verbal Instructions Received: (List any instructions given by the ENGINEER, construction deficiencies, retesting required, etc., with action to be taken.)
5. Remarks: (Cover delays and any conflicts in Plans, specifications or instructions.)

6. Safety Inspection: (Report violations noted; corrective instructions given; and corrective actions taken.)

7. Equipment Data: (Indicate items of construction equipment other than hand tools at job site and whether or not used and if operable.)

8. Progress Summary:

	This Day	To Date
Which Groin: Worked Hours		
Downtime Hours (Explain Below)		
Linear Feet Removed or Constructed		

Explanation of Downtime:

CONTRACTOR's Verification: The above report is complete and correct and equipment used and work performed during this reporting period are in compliance with the contract drawings and specifications except as noted above.

CONTRACTOR's Approved Authorized Representative

APPENDIX T2

STATE AND FEDERAL PERMITS



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

May 5, 2014

REPLY TO
ATTENTION OF

Regulatory Division
Tampa Permits Branch
South Permits Section
SAJ-2013-01353(NW-MEP)

Manatee County
Attn: Charlie Hunsicker, Director
Natural Resources
415 10th Street West
Bradenton, Florida 34205

Dear Mr. Hunsicker:

The U.S. Army Corps of Engineers (Corps) assigned your application for a Department of the Army permit, which the Corps received on May 15, 2012, the file number SAJ-2013-01353(NW-MEP). A review of the information and drawings provided indicates that the proposed work would result in removal of three (3) existing damaged concrete groins and replacing them with similar permeable adjustable groins (PAG's) in the same location. All construction will take place during daylight hours. The project is located on Anna Maria Island, between beach monuments R-33 and R-36, in Sections 4 and 9, Township 35 South, Range East, Manatee County, Florida.

Your project, as depicted on the enclosed drawings, is authorized by Nationwide Permit (NWP) Number 3. In addition, project specific conditions have been enclosed. This verification is valid until **March 18, 2017**. Furthermore, if you commence or are under contract to commence this activity before the date that the relevant nationwide permit is modified or revoked, you will have 12 months from the date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this nationwide permit. Please access the U.S. Army Corps of Engineers' (Corps) Jacksonville District's Regulatory Internet page to access Internet links to view the Final Nationwide Permits, Federal Register Vol. 77, dated February 21, 2012, specifically pages 10270 – 10290, the Corrections to the Final Nationwide Permits, Federal Register 77, March 19, 2012, and the List of Regional Conditions. The Internet page address is:

<http://www.saj.usace.army.mil/Missions/Regulatory.aspx>

Please be aware this Internet address is case sensitive and should be entered as it appears above. Once there you will need to click on "Source Book"; and, then click on

“Nationwide Permits.” These files contain the description of the Nationwide Permit authorization, the Nationwide Permit general conditions, and the regional conditions, which apply specifically to this verification for NWP 3. Enclosed is a list of the six General Conditions, which apply to all Department of the Army authorizations. You must comply with all of the special and general conditions and any project specific condition of this authorization or you may be subject to enforcement action. In the event you have not completed construction of your project within the specified time limit, a separate application or re-verification may be required.

The following special conditions are included with this verification:

1. **Self-Certification Statement of Compliance:** Within 60 days of completion of the work authorized, the attached *Self-Certification Statement of Compliance* must be completed and submitted to the U.S. Army Corps of Engineers. Mail the completed form to the Regulatory Division, Special Projects and Enforcement Branch, 10117 Princess Palm Avenue, Suite 120, Tampa, Florida 33610. The Permittee shall reference this permit number, SAJ-2013-01353(NW-MEP), on all submittals.

2. **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 U.S. Army Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

3. **Cultural Resources/Historic Properties:**

a. 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.

b. 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.

c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition ; and if deemed necessary by the SHPO, THPO(s), or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.

d. In the unlikely event that unmarked human remains are identified on non-federal lands, they will be treated in accordance with Section 872.05 Florida Statutes. All work and ground disturbing activities within a 100-meter diameter of the unmarked human remains shall immediately cease and the Permittee shall immediately notify the medical examiner, Corps, and State Archeologist within the same business day (8-hours). The Corps shall then notify the appropriate SHPO and THPO(s). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume without written authorization from the State Archeologist and from the Corps.

4. **Turbidity Barriers:** Prior to the initiation of any of the work authorized by this permit the Permittee shall install floating turbidity barriers with weighted skirts that extend to within one foot of the bottom around all work areas that are in, or adjacent to, surface waters. The turbidity barriers shall remain in place and be maintained until the authorized work has been completed and all erodible materials have been stabilized.

5. **Endangered Species:** This Corps permit does not authorize you to take an endangered species, in particular the threatened loggerhead sea turtle (*Caretta caretta*), endangered green sea turtle (*Chelonia mydas*), endangered Kemp's ridley sea turtle (*Lepidochelys kempi*), endangered leatherback sea turtle (*Dermochelys coriacea*), endangered hawksbill sea turtle (*Eretmochelys imbricata*), endangered smalltooth sawfish (*Pristis pectinata*), endangered Florida manatee (*Trichechus manatus*), or threatened piping plover (*Charadrius melodus*). In order to legally take a listed species, you must have separate authorization under the ESA (e.g., an ESA section 10 permit, or a Biological Opinion under ESA section 7, with "incidental take" provisions with which you must comply).

a. Sea Turtles: The enclosed U.S. Fish and Wildlife Service (FWS) letter dated November 29, 2013, and the Statewide Programmatic Biological Opinion (SPBO) referenced therein, contain mandatory terms and conditions to implement the reasonable and prudent measures that are associated with “incidental take” that is also specified in the SPBO. Your authorization under this Corps permit is conditional upon your compliance with all of the mandatory terms and conditions associated with incidental take of the SPBO, which terms and conditions are incorporated by reference in this permit. Failure to comply with the terms and conditions associated with incidental take of the Biological Opinion, where a take of the listed species occurs, would constitute an unauthorized take, and it would also constitute non-compliance with your Corps permit. However, the FWS is the appropriate authority to determine compliance with the terms and conditions of its Biological Opinions, and with the ESA. In addition, the enclosed FWS letter contains conservation measures that shall be implemented to avoid potential impacts on sea turtles. The permittee has agreed to implement these conservation measures as a condition of this permit.

b. Piping Plover: The enclosed FWS letter dated November 29, 2013, references conservation measures outlined in the Programmatic Piping Plover Biological Opinion (P3BO) that apply to projects in non-optimal habitat, including conducting wintering shorebird surveys. The permittee has agreed to implement these conservation measures as a condition of this permit.

c. Manatee: The Permittee shall comply with the “Standard Manatee Conditions for In-Water Work – 2011” provided as an attachment of this permit. In addition, the minimization measures and conditions outlined in the SPBO shall be implemented to avoid potential impacts on manatees. The SPBO does not represent a biological opinion for the manatee as described in section 7 of the ESA. No incidental take of manatees is anticipated, and no such authorization under the Marine Mammal Protection Act (MMPA) is given.

d. Sea Turtle and Smalltooth Sawfish Conditions: The Permittee shall comply with National Marine Fisheries Service's “Sea Turtle and Smalltooth Sawfish Construction Conditions” dated March 23, 2006 and provided as an attachment of this permit. In addition, the enclosed National Marine Fisheries Service (NMFS) letter dated March 25, 2014, contains additional conservation measures that shall be implemented to avoid potential impacts on sea turtles.

This letter of authorization does not give absolute Federal authority to perform the work as specified on your application. The proposed work may be subject to local building restrictions mandated by the National Flood Insurance Program. You should contact your local office that issues building permits to determine if your site is located

in a flood-prone area, and if you must comply with the local building requirements mandated by the National Flood Insurance Program.

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

Thank you for your cooperation with our permit program. The Corps Jacksonville District Regulatory Division is committed to improving service to our customers. We strive to perform our duty in a friendly and timely manner while working to preserve our environment. We invite you to complete our automated Customer Service Survey at http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey. Please be aware this Internet address is case sensitive; and, you will need to enter it exactly as it appears above. Your input is appreciated – favorable or otherwise.

Sincerely,

Mark E. Peterson
Project Manager

Enclosures:

Project Drawings – 8 pages

FWS letter dated November 29, 2013

Standard Manatee Conditions for In-Water Work – 2011

NMFS letter dated March 25, 2014

Sea Turtle and Smalltooth Sawfish Construction Conditions – 2006

Self-Certification Statement of Compliance

Referenced Biological Opinions:

Statewide Programmatic Biological Opinion (SPBO):

http://www.fws.gov/northflorida/BOs/20110822_bo_USFWS_Statewide_Programmatic_BO_Beach_Nourish_signed.pdf

Programmatic Piping Plover Biological Opinion (P3BO):

<http://www.saj.usace.army.mil/Portals/44/docs/Planning/EnvironmentalBranch/EnvironmentalDocs/PipingPloverProgrammaticBiologicalOpinion.pdf>

SAJ-2013-01353(NW-MEP)
Page 6

Copies Furnished:

Lauren Floyd, CB&I, Boca Raton, FL (lauren.floyd@CBI.com)
Peter Plague, FWS, Jacksonville, FL (peter_plage@fws.gov)
Mark Sramek, NMFS, St Petersburg, FL (mark.sramek@noaa.gov)
Kay Davy, NMFS, St Petersburg, FL (kay.davy@noaa.gov)

bcc:
CESAJ-RD-PE

GENERAL CONDITIONS

33 CFR PART 320-330

PUBLISHED FEDERAL REGISTER DATED 13 NOVEMBER 1986

1. The time limit for completing the work authorized ends on **March 18, 2017**. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow a representative from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

DEPARTMENT OF THE ARMY PERMIT TRANSFER REQUEST

PERMIT NUMBER: SAJ-2013-01353(NW-MEP)

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

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

(TRANSFeree-SIGNATURE)

(SUBDIVISION)

(DATE)

(LOT)

(BLOCK)

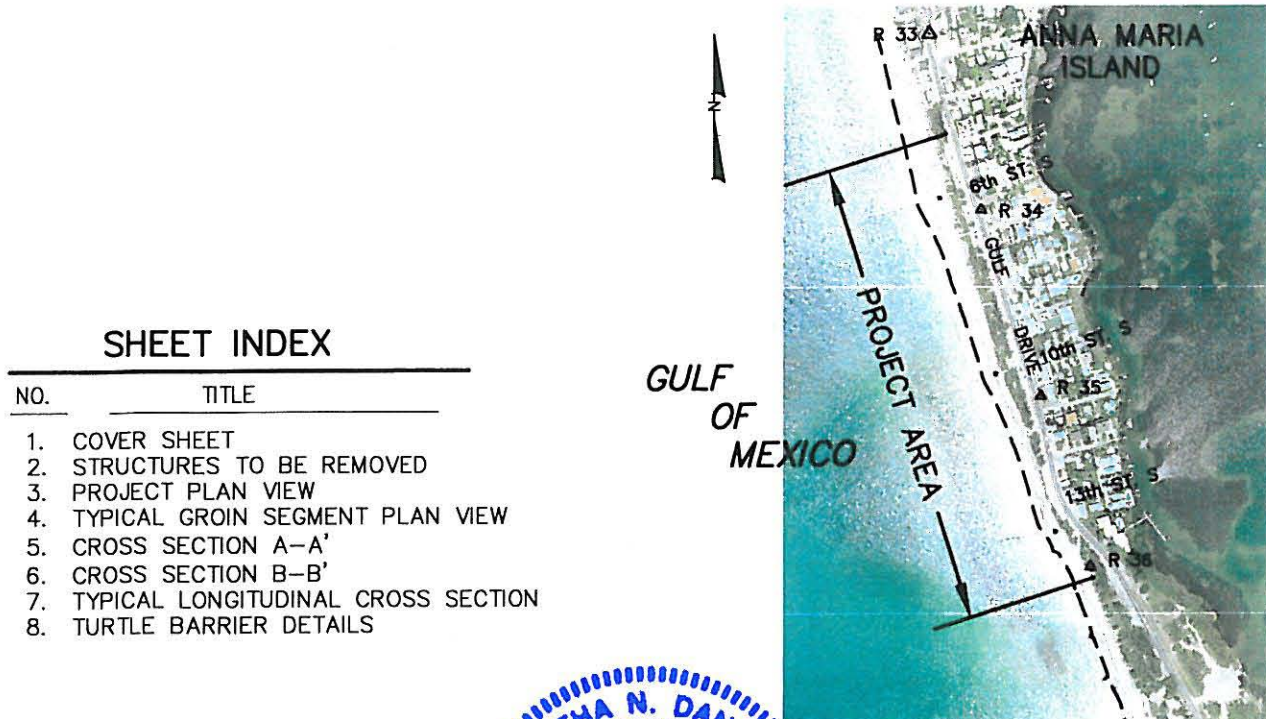
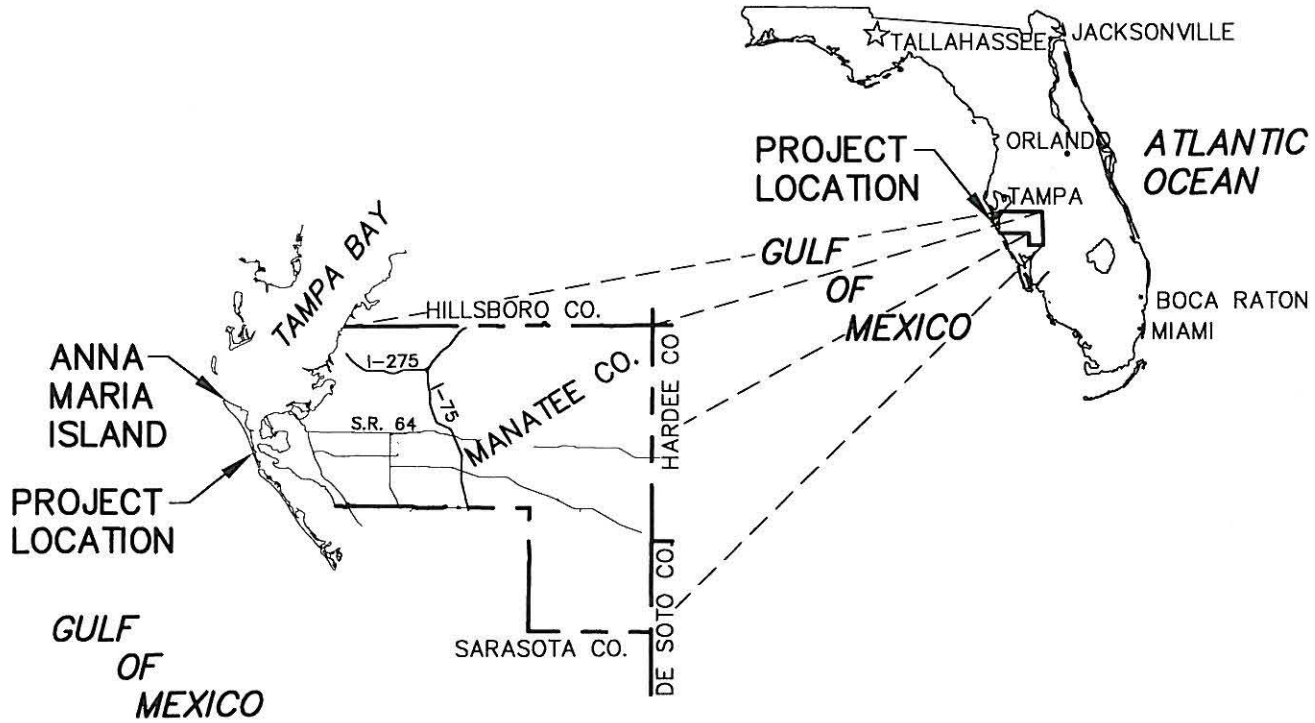
(NAME-PRINTED)

(STREET ADDRESS)

(MAILING ADDRESS)

(CITY, STATE, ZIP CODE)

CORTEZ GROINS REMOVAL AND REPLACEMENT PROJECT MANATEE COUNTY, FLORIDA

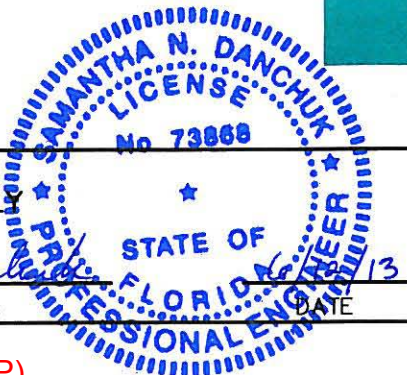


SHEET INDEX

NO.	TITLE
1.	COVER SHEET
2.	STRUCTURES TO BE REMOVED
3.	PROJECT PLAN VIEW
4.	TYPICAL GROIN SEGMENT PLAN VIEW
5.	CROSS SECTION A-A'
6.	CROSS SECTION B-B'
7.	TYPICAL LONGITUDINAL CROSS SECTION
8.	TURTLE BARRIER DETAILS

NOT FOR CONSTRUCTION
FOR REGULATORY REVIEW ONLY

Samantha Danchuk
SAMANTHA DANCHUK P.E. NO. 73868



REVISIONS		
DATE	BY	DESCRIPTION
6/11/13	S.D.	ROCK REMOVAL

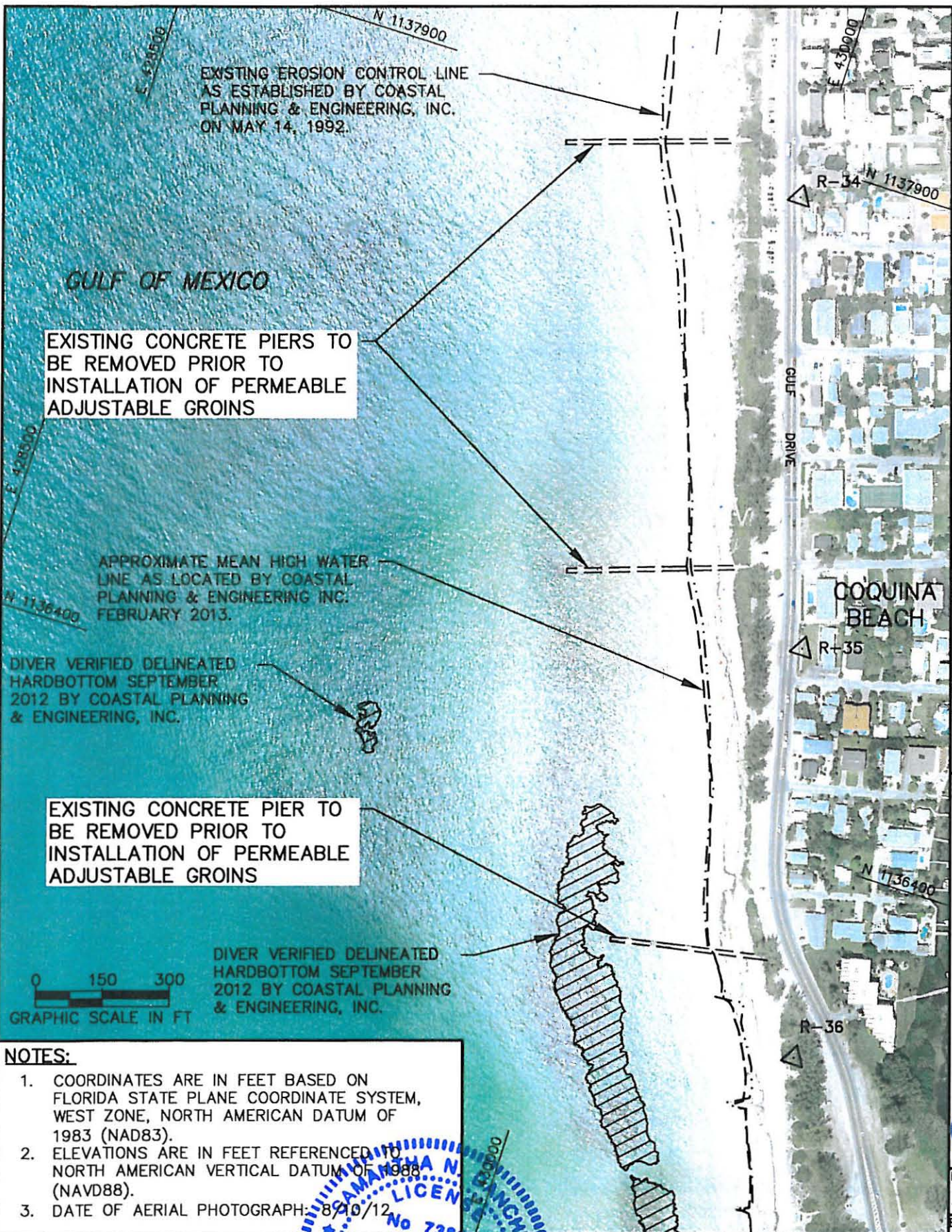
DATE:	4/08/13
BY:	TM
COMM NO.:	148236
SHEET:	1

COASTAL PLANNING & ENGINEERING, INC.
2441 N.W. BOCA RATON BOULEVARD
BOCA RATON, FLORIDA 33431
PH: (561) 381-4102
FAX: (561) 381-4116
C.O.A. P.L. #4028
C.O.A. LA #251



CORTEZ GROINS REMOVAL AND REPLACEMENT PROJECT
MANATEE COUNTY, FLORIDA
COVER SHEET AND PROJECT LOCATION

P:\Manatee\148236 - WA 46 Cortez Groin Replacement Pre-Construction\Eng\Coastal\Permits\148236 CS PV.dwg - Jun 12, 2013 @ 2:54pm - Gary Krystyniak



**CORTEZ GROINS REMOVAL AND REPLACEMENT PROJECT
MANATEE COUNTY, FLORIDA
STRUCTURE REMOVAL PLAN VIEW**

COASTAL PLANNING & ENGINEERING, INC.
2481 N.W. BOCA RATON BOULEVARD
BOCA RATON, FLORIDA 33431
PH: (561) 391-4102
FAX: (561) 391-9116
C.O.A. #A 4423
C.O.A. #A 5231
www.CoastalPlanning.net



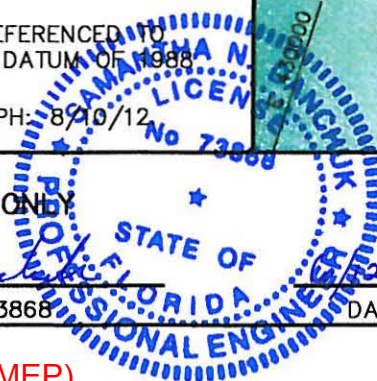
DATE: 4/10/13
BY: AMB

- NOTES:**
1. COORDINATES ARE IN FEET BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83).
 2. ELEVATIONS ARE IN FEET REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
 3. DATE OF AERIAL PHOTOGRAPH: 8/10/12

NOT FOR CONSTRUCTION
FOR REGULATORY REVIEW ONLY

Samantha Danchuk
SAMANTHA DANCHUK P.E. NO. 73868

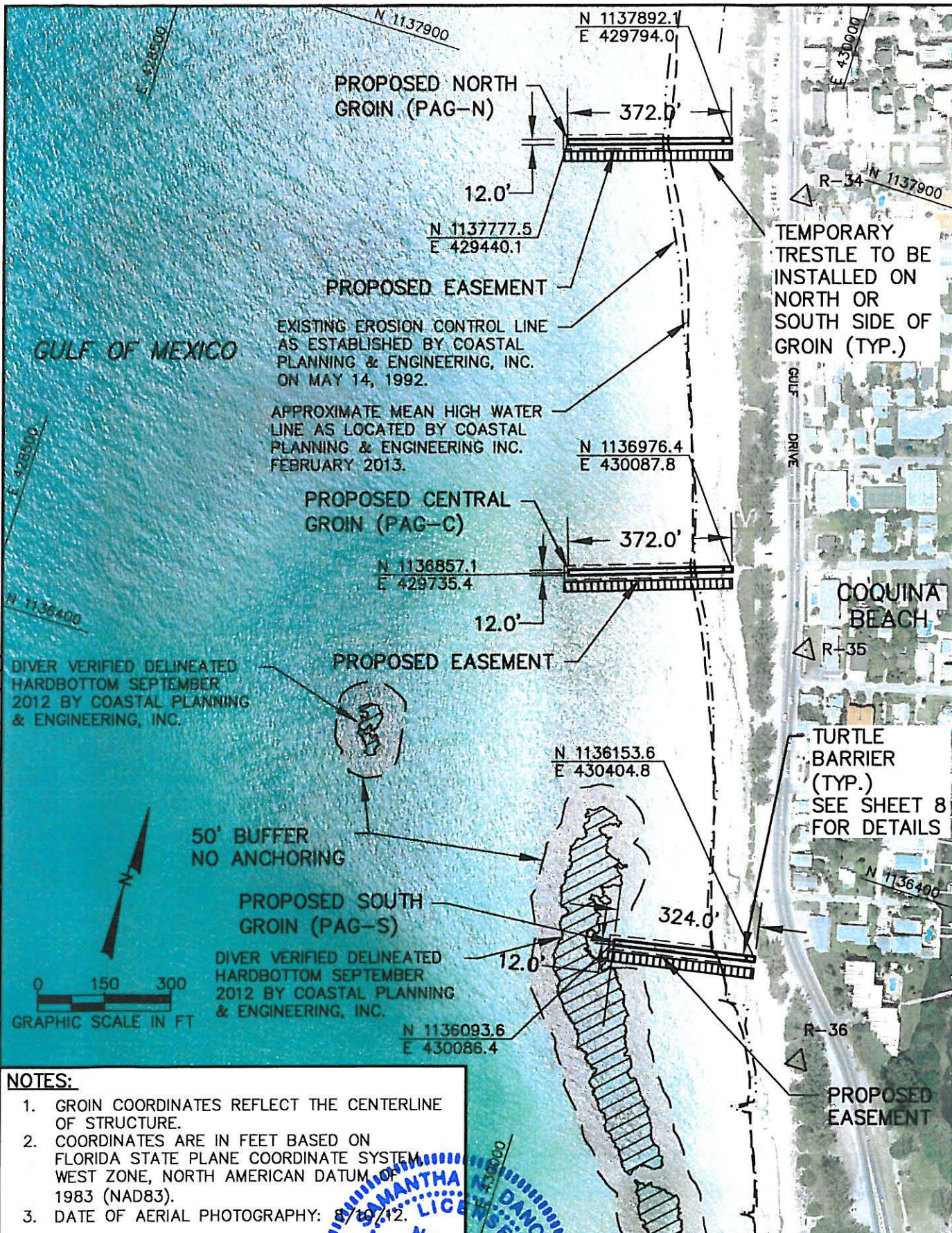
DATE: 4/13



REVISIONS		
DATE	BY	DESCRIPTION

COMM NO.: 148236
SHEET: 2

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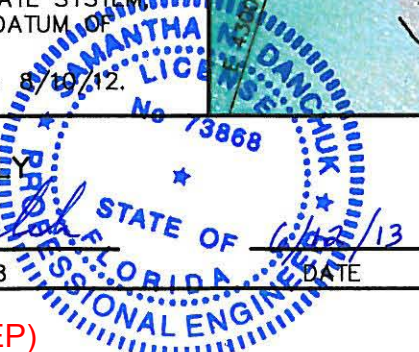


NOTES:

1. GROIN COORDINATES REFLECT THE CENTERLINE OF STRUCTURE.
2. COORDINATES ARE IN FEET BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM WEST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83).
3. DATE OF AERIAL PHOTOGRAPHY: 8/19/12.

NOT FOR CONSTRUCTION
FOR REGULATORY REVIEW ONLY

Samantha Danchuk
SAMANTHA DANCHUK P.E. NO. 73868



REVISIONS		
DATE	BY	DESCRIPTION

CORTEZ GROINS REMOVAL AND REPLACEMENT PROJECT
MANATEE COUNTY, FLORIDA
PLAN VIEW

COASTAL PLANNING & ENGINEERING, INC.
P.O. BOX 341412
FORT MYERS, FLORIDA 33901
www.CoastalPlanning.net



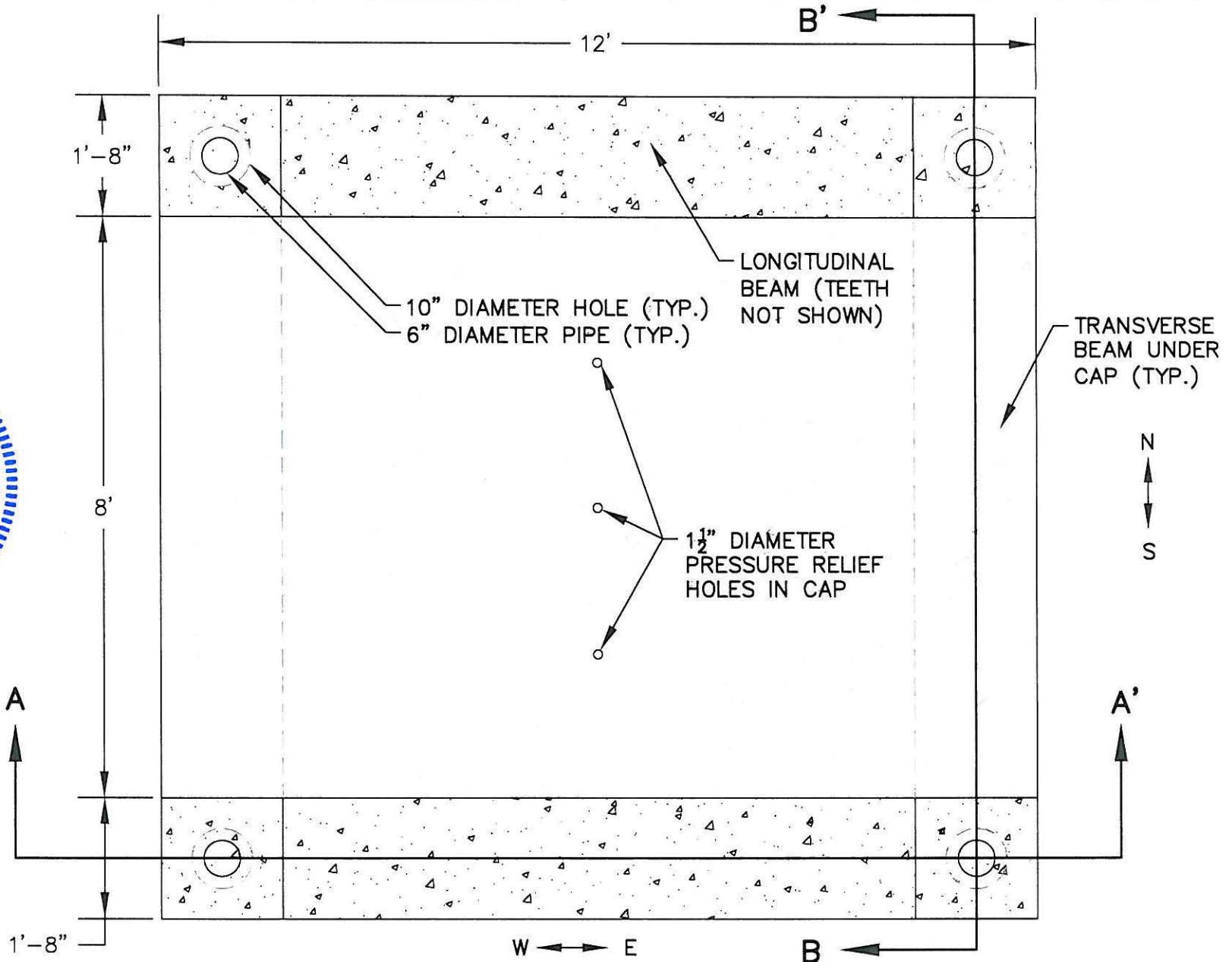
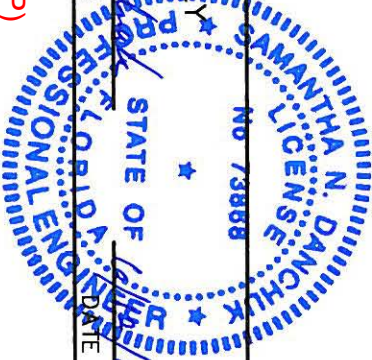
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4/10/13
BY:

AMB
COMM NO.:
148236
SHEET:
3

SAJ-2013-01353(NW-MEP)

NOT FOR CONSTRUCTION
FOR REGULATORY REVIEW ONE

SAMANTHA DANCHUK P.E. NO. 73868



TYPICAL GROIN SEGMENT PLAN VIEW

SCALE: 1" = 2'

DATE	BY	REVISIONS
		DESCRIPTION

DATE: 4/08/13
BY: TM
COMM NO: 148236
SHEET: 4

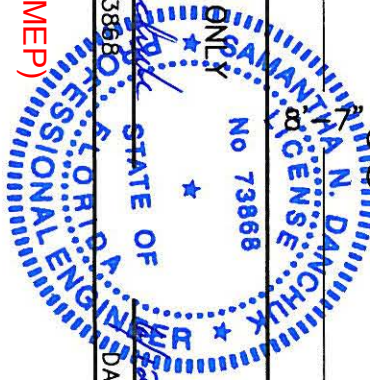


COASTAL PLANNING & ENGINEERING, INC.
2481 N.W. BOCA RATON BOULEVARD
BOCA RATON, FLORIDA 33431
PH. (561) 391-8102
FAX (561) 391-8116
C.O.A. FL. #4028
C.O.A. LA. #2531
www.CoastalPlanning.net

TITLE: **CORTEZ GROINS REMOVAL AND REPLACEMENT PROJECT**
MANATEE COUNTY, FLORIDA
TYPICAL GROIN SEGMENT PLAN VIEW

Permit # 0039378-009-JC

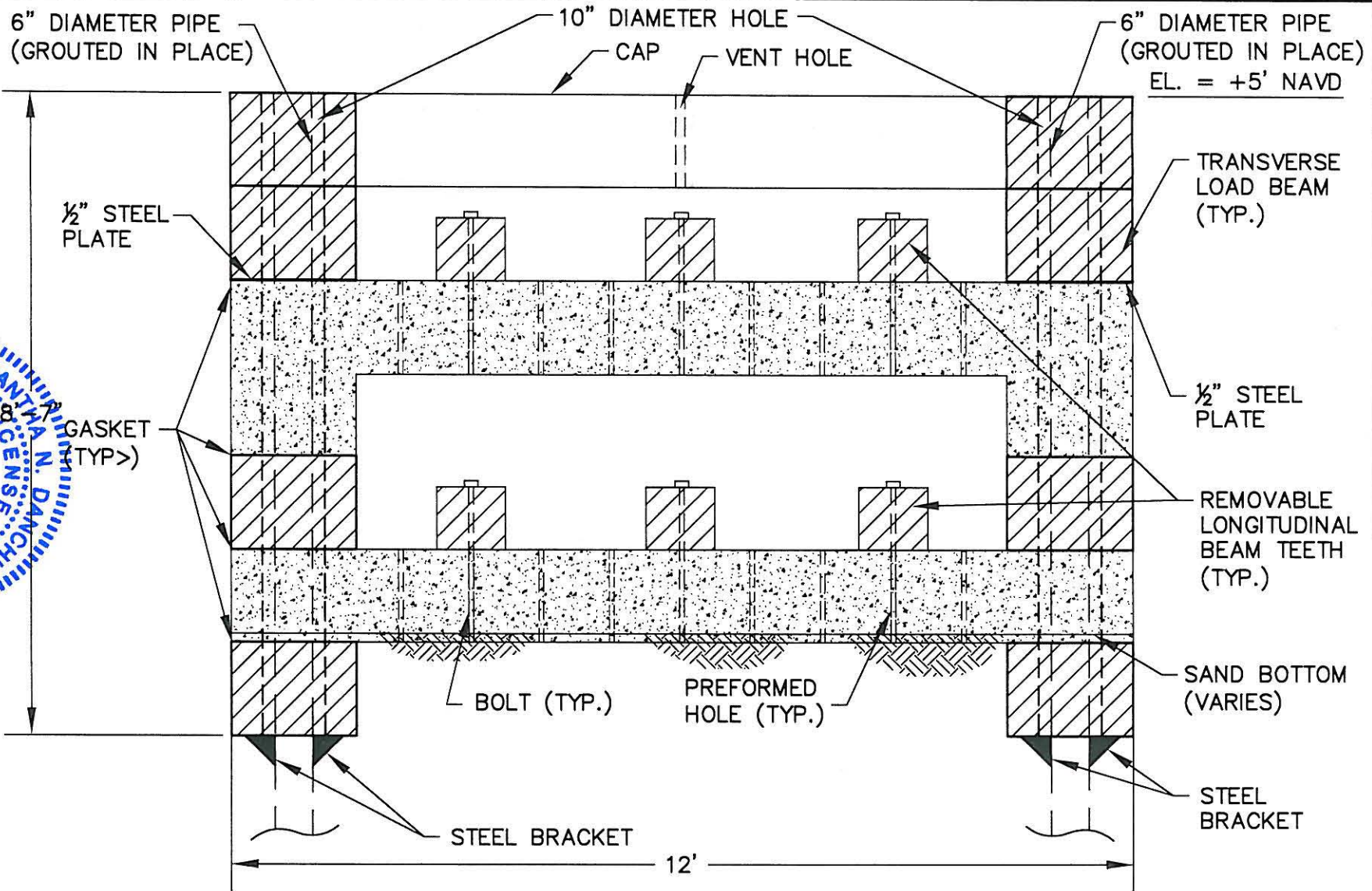
SAJ-2013-01353(NW-MEP)



NOT FOR CONSTRUCTION
FOR REGULATORY REVIEW ONLY

SAMANTHA DANCHUK P.E. NO. 73868
DATE 12/13

DATE	BY	DESCRIPTION
8/11/13	S.D.	ROCK REMOVAL



CROSS SECTION A-A'

SCALE: 1" = 2'

NOTE: STEEL REINFORCING AND CONNECTION DETAILS NOT SHOWN



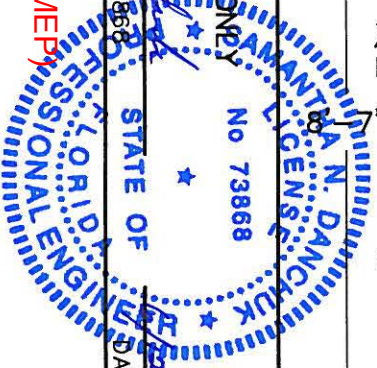
COASTAL PLANNING & ENGINEERING, INC.
2481 N.W. BOCA RATON BOULEVARD
BOCA RATON, FLORIDA 33431
PH. (561) 391-8102
FAX (561) 391-8118
C.O.A. FL. #4028
C.O.A. LA. #2551
www.CoastalPlanning.net

TITLE:

**CORTEZ GROINS REMOVAL AND REPLACEMENT PROJECT
MANATEE COUNTY, FLORIDA
CROSS SECTION A-A'**

Permit # 0039378-009-JC

SAJ-2013-01353(NW-MEP)

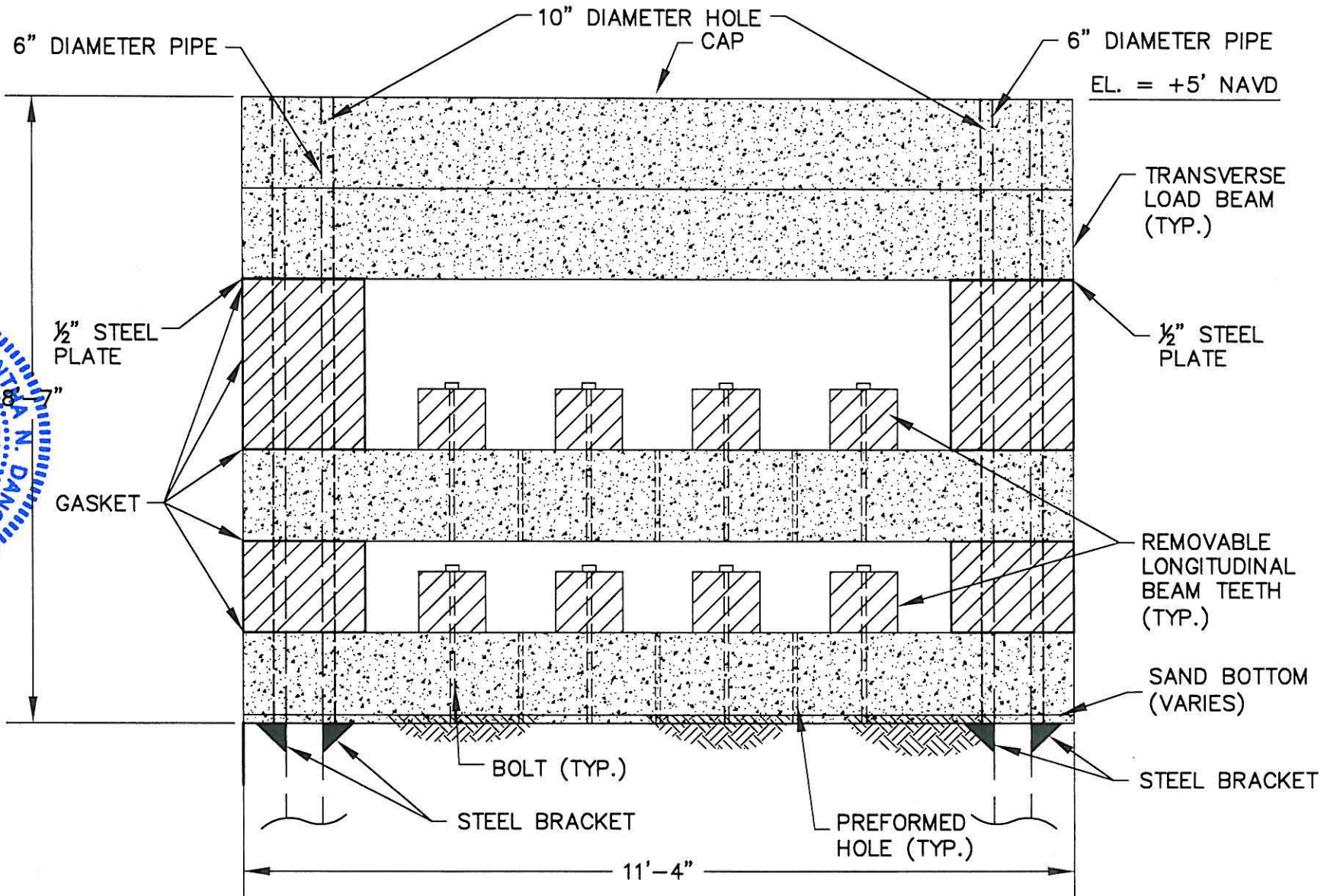


NOT FOR CONSTRUCTION
FOR REGULATORY REVIEW ONLY

SAMANTHA DANCHUK P.E. NO. 73868
DATE 12/29/13

DATE	BY	REVISIONS
8/11/13	S.D.	ROCK REMOVAL

TM
COMM NO: 148235
SHEET: 6



CROSS SECTION B-B'

SCALE: 1" = 2'

NOTE: STEEL REINFORCING AND CONNECTION DETAILS NOT SHOWN

Permit # 0039378-009-JC



COASTAL PLANNING & ENGINEERING, INC.
2481 N.W. BOCA RATON BOULEVARD
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PH. (561) 391-8102
FAX (561) 391-8118
C.O.A. FL. #4028
C.O.A. LA. #2531
www.CoastalPlanning.net

TITLE:

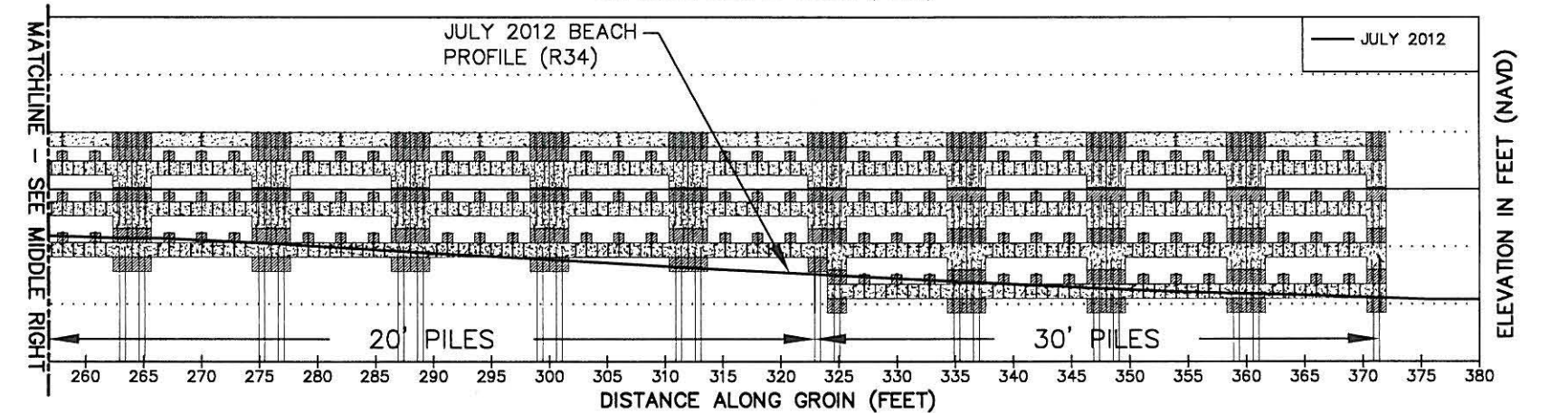
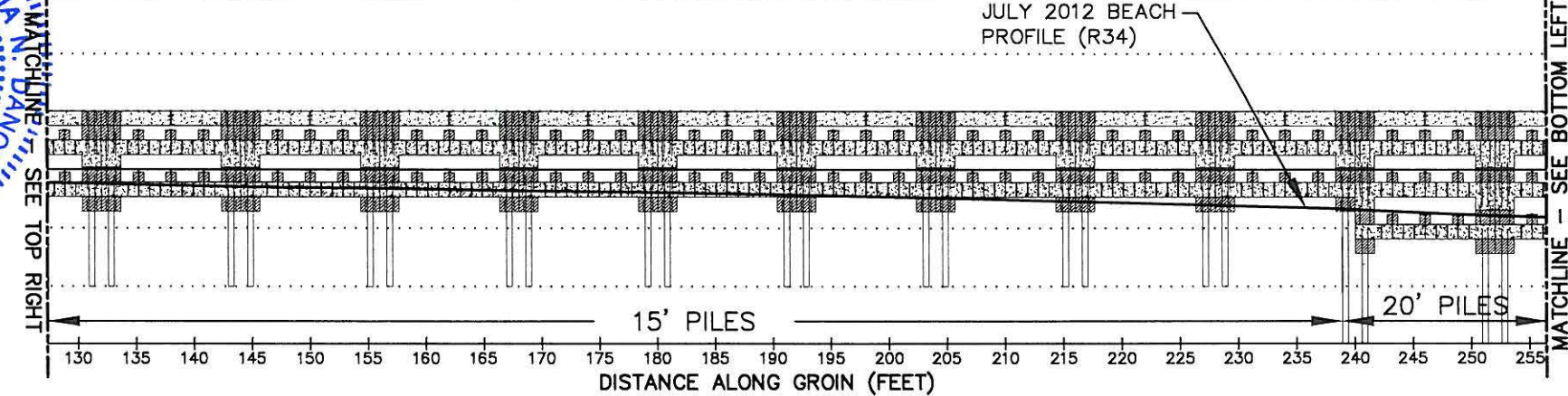
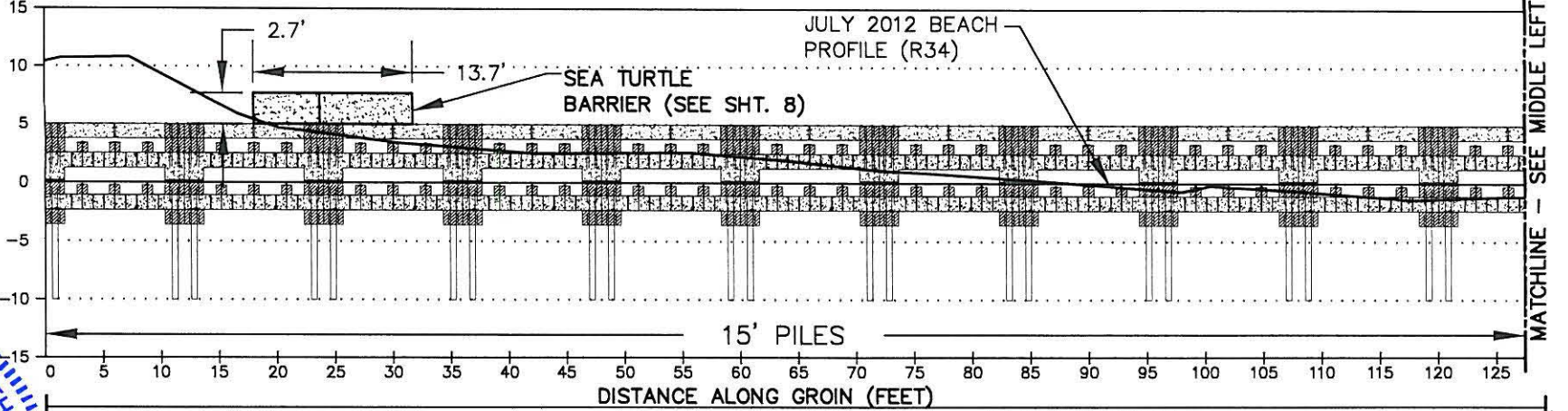
**CORTEZ GROINS REMOVAL AND REPLACEMENT PROJECT
MANATEE COUNTY, FLORIDA
CROSS SECTION B-B'**

SAJ-2013-01353(NW-MP) PERMIT # 0039378-009-JC

NOT FOR CONSTRUCTION
FOR REGULATORY REVIEW ONLY

SAMANTHA DANCHUK P.E. NO. 73868
DATE 6/12/13

ELEVATION IN FEET (NAVD)



DATE	BY	REVISIONS
		DESCRIPTION

DATE: 4/08/13

BY: AMB

COMM NO: 148236

SHEET: 7

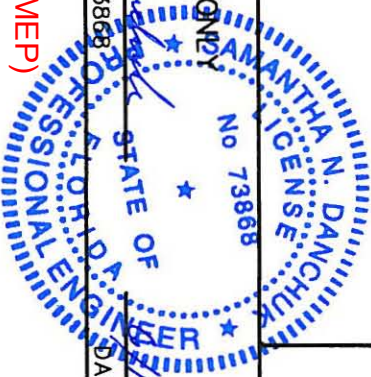


COASTAL PLANNING & ENGINEERING, INC.
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PH. (561) 391-8102
FAX (561) 391-8116
C.O.A. FL. #4028
C.O.A. LA. #2531
www.CoastalPlanning.net

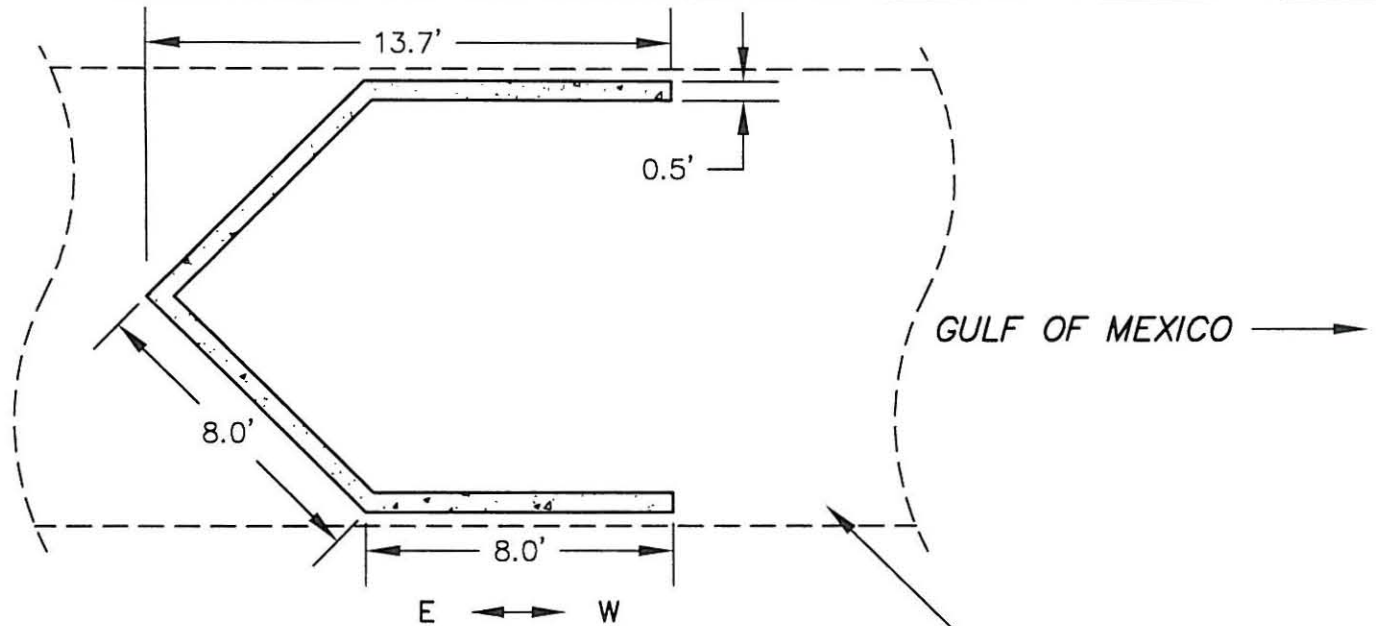
TITLE:

**CORTEZ GROINS REMOVAL AND REPLACEMENT PROJECT
MANATEE COUNTY, FLORIDA
TYPICAL LONGITUDINAL CROSS SECTION**

SAJ-2013-01353(NW-MEP)

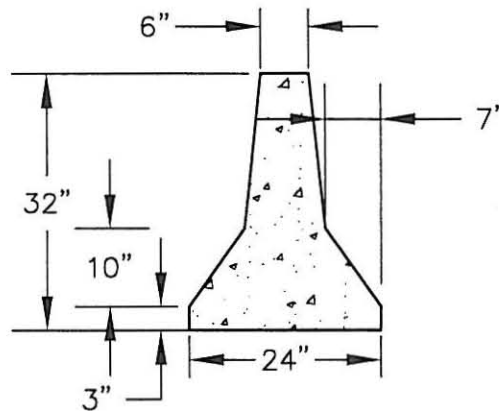


ELEVATION IN FEET (NAVD)
NOT FOR CONSTRUCTION
FOR REGULATORY REVIEW ONLY
SAMANTHA DANCHUK P.E. NO. 73868
DATE 12/13



PRE-CAST TURTLE BARRIER PLAN VIEW

SCALE: 1" = 5'



PRE-CAST TURTLE BARRIER CROSS SECTION

SCALE: 1" = 2'

DATE	BY	REVISIONS
		DESCRIPTION

DATE: 4/25/13
BY: HV



COASTAL PLANNING & ENGINEERING, INC.
2481 N.W. BOCA RATON BOULEVARD
BOCA RATON, FLORIDA 33431
PH. (561) 391-8102
FAX (561) 391-8116
C.O.A. FL. #4028
C.O.A. LA. #2531

TITLE:

**CORTEZ GROINS REMOVAL AND REPLACEMENT PROJECT
MANATEE COUNTY, FLORIDA
TURTLE BARRIER DETAILS**

Permit # 0039378-009-JC

COMM. NO.: 148236
SHEET: 8



United States Department of the Interior

U. S. FISH AND WILDLIFE SERVICE

7915 BAYMEADOWS WAY, SUITE 200
JACKSONVILLE, FLORIDA 32256-7517

IN REPLY REFER TO:

FWS Log No. 41910-2013-F-0208

November 29, 2013

Kevin D. O'Kane
Chief, Tampa Permits Section
Jacksonville District Corps of Engineers
10117 Princess Palm Avenue, Suite 120
Tampa, Florida 33610
(Attn: Mark Peterson)

Dear Mr. O'Kane:

The U.S. Fish and Wildlife Service's (Service's) reviewed the application of the proposed Cortez Groin Removal and Replacement Project in Bradenton Beach, Manatee County, Florida ((SAJ-2013-01353) to the August 22, 2011, Statewide Programmatic Biological Opinion (SPBO) (Service 2011) and the May 22, 2013, Programmatic Piping Plover Biological Opinion (P³BO) (Service 2013). This response is provided in accordance with section 7 of the Endangered Species Act of 1973, as amended (Act) (87 Stat. 884; 16 U.S.C. 1531 *et seq.*) and the Migratory Bird Treaty Act (MBTA) (16 U.S.C. 701 *et seq.*).

In a letter to the Service dated June 21, 2013, the U.S. Army Corps of Engineers (Corps) concluded that the proposed project "may affect, but is not likely to adversely affect" the threatened North Atlantic population of the loggerhead sea turtle (*Caretta caretta*), the endangered green sea turtle (*Chelonia mydas*), the endangered Kemp's ridley sea turtle (*Lepidochelys kempii*), the threatened piping plover (*Charadrius melodus*), and the endangered West Indian (Florida) manatee (*Trichechus manatus latirostris*). In letter of November 1, 2013, the Corps revised the determination for nesting sea turtles to "may affect" and requested the proposed project be covered by the SPBO. In addition, the Corps determined that the proposed project "may affect" the piping plover and is consistent with the P³BO.

The applicant, Manatee County, proposes to remove three existing, damaged concrete groins and replace them with permeable adjustable groins in the same location, adjacent to Gulf Drive between 6th Street South and 13th Street South in Bradenton Beach, Florida. The project is located between Florida Department of Environmental Protection R-Monument 33 and R-Monument 36. The proposed permeable adjustable groins are designed to help retain the beach fronting Gulf Drive, protect the road, and maintain the adjacent beach by allowing sediment transport south toward the Coquina Beach area. Components of the existing groins would be removed or cut off 5 feet below the sediment level. Equipment may include a clamshell, crane, and excavator. Excavated material would be sifted with a screen to separate the debris from sediment. The new groins would be constructed over the same footprint as the demolished groins so that any remaining debris will be contained. The proposed construction may require a temporary trestle to be erected alongside the new groins for access. Precast elements will be delivered to the site by truck or barge. Loaders and excavators would also be used to carry materials or excavate sand.

The permeable adjustable groins consist of a series of concrete beams and elements supported by internal steel plates with a concrete deck. Removable concrete elements that control structural permeability can be adjusted as is appropriate. The proposed groins would be 12 feet wide with a deck height of +5 feet, NAVD. The northernmost groin would extend 372 feet; the middle groin, 950, feet to the south, would

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DEC 11 2013
Tampa Regulatory Office

extend 372 feet; and the southernmost groin, 870 feet further south, would extend 324 feet. All construction would take place during daylight hours. No project lighting would be required. No upland habitat impacts associated with the beach access corridors and staging areas are anticipated. The proposed project was anticipated to begin in November 2013 and continue through June 2014.

The action area is defined as all areas to be affected directly or indirectly by the action and not merely the immediate area involved in the action. The Service identifies the action area to include the staging and stockpile areas; beach access corridors; and the downdrift area. We consider the action area for this project to include 2,500 linear feet of beach, including 500 feet downdrift.

Sea Turtles

The applicant has agreed to implement SPBO Reasonable and Prudent Measures C3-C6 and Terms and Conditions C3-C8, which apply to groin and jetty replacement projects constructed during the sea turtle nesting season. In addition, the applicant has agreed to a construction schedule that minimizes their work within the sea turtle nesting season; to implement survey guidelines for non-breeding shorebirds as may be required; and to conduct a preconstruction meeting that includes a representative of the Service.

The Service has determined that the proposed project is appropriate to apply to the SPBO as it concerns groin replacement activities along the coast of Florida. The minimization measures, Reasonable and Prudent Measures, and Terms and Conditions in the SPBO are applicable to the proposed project and must be followed for the loggerhead, green, and Kemp's ridley sea turtles. We have assigned log number 2013-F-0208 to this individual consultation. Please submit a report for the proposed project as described in the SPBO Term and Condition C8 following completion of the proposed work.

Please note the provisions of this consultation do not apply to sea turtles in the marine environment, such as swimming juvenile and adult sea turtles. If applicable, you are required to consult with the NOAA Fisheries on your project. For further information on Act compliance with the NOAA Fisheries, please contact Ms. Cathy Tortorici, Chief of the Interagency Cooperation Branch, by e-mail at cathy.tortorici@noaa.gov or by phone at 727-209-5953.

Piping Plover

The proposed project is located in non-optimal piping plover habitat and, therefore, consistent with the P³BO, we conclude that a determination of "may affect, but is not likely to adversely affect" is appropriate, provided that conservation measures agreed to by the Corps for all projects that may affect the piping plover are followed. The applicant has agreed to implement the conservation measures outlined in the P³BO that apply to projects in non-optimal habitat, including conducting wintering shorebird surveys.

Wintering shorebird surveys as described in the P³BO are intended to document shorebird use of project sites before and after construction and thereby monitor project impacts to the piping plover. Reasonable and Prudent Measure 5 and Terms and Conditions 8 and 9 in the P³BO describe the monitoring requirement. Term and Condition 8 stipulates that for one full piping plover migration and winter season (July 15 to May 15) prior to construction and 2 seasons following construction, bimonthly (twice-monthly) surveys for piping plovers shall be conducted in any intertidal or shoreline areas within or affected by the project. Term and Condition 9 outlines information to be collected. For projects in non-optimal habitat, such as this project, the Service has modified winter shorebird survey requirements as deemed appropriate based on specifics of the project.

The currently proposed project is somewhat unique in that Anna Maria Island Turtle Watch and Shorebird Monitoring (AMITWSM) has developed a shorebird protocol for Manatee County beaches based on the

International Shorebird Survey monitoring guidelines. Shorebird surveys are conducted weekly throughout the year by AMITWSM to document bird species present and their use of beach habitats. We suggest that weekly surveys be adapted to monitor the project area and thereby fulfill the applicant's monitoring requirement. If this is acceptable to the applicant and the Corps, ongoing weekly survey results could be compiled for the project area separate from those on the rest of the island starting as soon as possible (preconstruction) and continuing for two winter seasons following project completion (post construction). If this proposal does not prove feasible, please contact us to discuss alternatives.

If piping plovers are documented in the project area during the preconstruction surveys, the Service will be contacted for potential implementation of additional conservation measures prior to commencing construction. All shorebird survey data will be forwarded to the Service annually by July 31 of each year in which monitoring is conducted, as described in Term and Condition 9 of the P³BO. The person(s) conducting the surveys must demonstrate the qualifications and ability to identify shorebird species and be able to provide the information outlined in the P³BO.

West Indian (Florida) Manatee

Provided that the Florida Fish and Wildlife Conservation Commission's (FWC's) 2011 Standard Manatee Conditions for In-Water Work and minimization measures outlined in the SPBO are implemented to avoid potential impacts to manatees, the Service concurs with the determination of "may affect, but not likely to adversely affect" for the manatee.

Beach Nesting Birds

All groin construction projects conducted within the bird nesting season have potential to impact nesting birds protected under the MBTA. In order to comply with the MBTA, the applicant shall follow the FWC's standard shorebird protection guidelines to protect against impacts to nesting shorebirds during implementation of the project (nesting season is from February 15-August 31 on the Gulf Coast).

Thank you for your cooperation in the effort to conserve fish and wildlife resources. Should you have additional questions or require clarification regarding this letter, please contact Peter Plage at 904-731-3085.

Sincerely yours,


Jay Herrington
Field Supervisor

cc: DEP, Tallahassee, Florida (Lanie Edwards)
FWC, Lakeland, Florida (Nancy Douglas)
FWC, Tallahassee, Florida (Robbin Trindell)
FWC, Lakeland, Florida (Nancy Douglas)
NOAA Fisheries, St. Petersburg, Florida (Kathy Tortorici)

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK

2011

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 four-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 are to 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 ½" 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.

CAUTION: MANATEE HABITAT

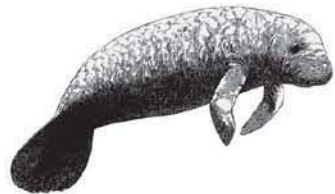
All project vessels

IDLE SPEED / NO WAKE

When a manatee is within 50 feet of work
all in-water activities must

SHUT DOWN

Report any collision with or injury to a manatee:



Wildlife Alert:

1-888-404-FWCC(3922)

cell *FWC or #FWC



UNITED STATES DEPARTMENT OF COMMERCE

National Oceanic and Atmospheric Administration

NATIONAL MARINE FISHERIES SERVICE

Southeast Regional Office

263 13th Avenue South

St. Petersburg, Florida 33701-5505

<http://sero.nmfs.noaa.gov>

F/SER31: KBD

SER-2013-11768

MAR 25 2014

Mr. Kevin O'Kane
Chief, Tampa Section
Department of the Army
Jacksonville District Corps of Engineers
10117 Princess Palm Avenue, Suite 120
Tampa, Florida 33610-8300

Ref.: SAJ-2013-1353-MEP, Manatee County Natural Resources Department, Cortez Beach
Groin Replacement, Anna Maria Island, Manatee County, Florida

Dear Mr. O'Kane:

This document responds to your June 21, 2013, letter requesting National Marine Fisheries Service (NMFS) concurrence with the Army Corps of Engineers (USACE) Jacksonville District's project-effect determinations under Section 7 of the Endangered Species Act (ESA) for the referenced USACE permit application. The Manatee County Natural Resources Department has applied for a USACE permit application to conduct in-water construction. You determined the project may affect, but is not likely to adversely affect, Kemp's ridley, green, leatherback, hawksbill, and loggerhead sea turtles and smalltooth sawfish. Our determinations regarding the effects of the proposed action are based on the description of the action in this informal consultation. You are reminded that any changes to the proposed action may negate the findings of the present consultation and may require reinitiation of consultation with NMFS.

The proposed project is located at latitude 27.459943°N, longitude 82.697385°W, North American Datum 1983 (Figure 1), at Cortez Beach, on the south end of Anna Maria Island, Manatee County, Florida. The proposed action is to remove three existing damaged concrete groins and replace them with permeable adjustable groins in the footprint of the existing groins. The existing piles will be removed by jetting or vibration techniques, or cut off 5 feet (ft) below the sediment surface. The new groins will be comprised of a series of precast concrete beams placed over steel piles. The piles will be lowered in place using a vibratory hammer. Divers will assist with placing geotextile fabric around a one-foot layer of foundation stone. The piles will be grouted in place once the concrete beams and deck slabs have been installed. The northern and middle permeable groins will each be 372 ft long and the southern groin will be 324 ft long. Construction may require a temporary work trestle alongside the groins for access. Other construction will occur from the near-shore waters via barge-mounted equipment. Construction will take approximately 6 months and will be limited to daylight construction only.

The intent of the project is to continue to stabilize the shoreline and to remove the current dilapidated groins, which have become a safety hazard to the public and to sea turtles (Figure 2). Creating a stable beach will provide a more suitable habitat for nesting and hatching sea turtles.



The applicant will use turbidity controls and comply with NMFS's *Sea Turtle and Smalltooth Sawfish Construction Conditions*, dated March 23, 2006.



Figure 1. Location of the three existing groins on Cortez Beach



Figure 2. Existing deteriorated middle groin

We believe that smalltooth sawfish and sea turtles (Kemp's ridley, green, and loggerhead) may be present in or near the action area and may be affected by the project. The site is not located in critical habitat or proposed critical habitat for any listed species, but loggerhead and green sea turtles are regularly observed nesting on Anna Maria Island. A small amount of ephemeral hardbottom was identified approximately 52.5 ft from the southern groin. Soft corals were found during hardbottom mapping. The applicant has stated there will be no direct impacts to the hardbottom area during removal or replacement of the groins. Small coral recruits (less than 2 cm in diameter – considered by Florida Department of Protection as too small for relocation)

were found at the seaward end of the existing groins, but none of the species were identified as listed or proposed threatened or endangered species.

We identified the following potential effects to listed sea turtles and smalltooth sawfish and concluded that they are not likely to be adversely affected by the proposed action. Effects on sea turtles and sawfish include the risk of injury from construction machinery and materials, which will be discountable due to the species' mobility. The implementation of NMFS's *Sea Turtle and Smalltooth Sawfish Construction Conditions* will provide additional protection. In addition, once the new groins are constructed, concrete barriers will be established on the groin decks to divert sea turtles back to the beach and keep them from crawling onto the deck surface.

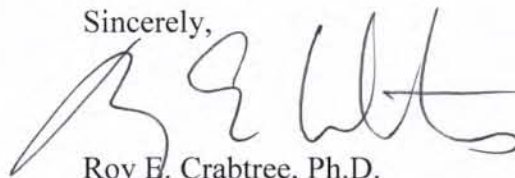
Sea turtles and smalltooth sawfish may be affected by being temporarily unable to use the sites nearest to the shore due to potential avoidance of construction activities and related noise. In addition, they will be physically excluded from areas contained by turbidity curtains, but these effects will be insignificant. There are no seagrasses or hardbottom within the project site; therefore, loss of foraging habitat and potential effects to sea turtles and smalltooth sawfish are insignificant. Noise effects will be insignificant because piles will be jettied and vibrated in.

Additional conservation measures are required of the applicant including monitoring of the groins to ensure no turtles become trapped in the precast sections of the permeable groins. For example, Anna Maria Island Turtle Watch and Shorebird Monitoring (AMITWSM) will continue their longstanding daily turtle nesting monitoring surveys along the entire Anna Maria Island shoreline during nesting season, including the project area. Manatee County and AMITWSM will monitor, report, and coordinate with State and Federal agencies in compliance with all permit requirements regarding measures to address impacts to turtles and nests on land. The openings within the precast sections of the permeable groins are too small for adult sea turtles to enter and would allow any hatchlings to be flushed through the structure should they unintentionally swim into it. There are no crevices to entrap hatchlings.

In summary, we have analyzed the potential effects to sea turtles and smalltooth sawfish and conclude that the species are not likely to be adversely affected by the proposed in-water construction actions. This concludes your consultation responsibilities under the ESA for species under NMFS's purview. Consultation must be reinitiated if a take occurs or new information reveals effects of the action not previously considered, or the identified action is subsequently modified in a manner that causes an effect to the listed species or critical habitat in a manner or to an extent not previously considered, or if a new species is listed or critical habitat designated that may be affected by the identified action.

We have enclosed additional relevant information. If you have any questions regarding this consultation, please contact Kay Davy, Consultation Biologist, by email at Kay.Davy@noaa.gov or (727) 415-9271. We look forward to further cooperation with you on other projects to ensure the conservation and recovery of our threatened and endangered marine species.

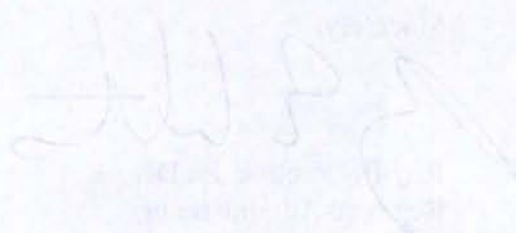
Sincerely,

A handwritten signature in black ink, appearing to read 'Roy E. Crabtree', is written over the typed name.

Roy E. Crabtree, Ph.D.
Regional Administrator

- Enc.: 1. *Sea Turtle and Smalltooth Sawfish Construction Conditions* (Revised March 23, 2006)
2. *PCTS Access and Additional Considerations for ESA Section 7 Consultations*
(Revised June 11, 2013)

File: 1514-22. F.4

A handwritten signature in blue ink, appearing to be 'J. H. P.', is located at the bottom center of the page.

SEA TURTLE AND SMALLTOOTH SAWFISH CONSTRUCTION CONDITIONS

The permittee shall comply with the following protected species construction conditions:

- a. The permittee shall instruct all personnel associated with the project of the potential presence of these species and the need to avoid collisions with sea turtles and smalltooth sawfish. All construction personnel are responsible for observing water-related activities for the presence of these species.
- b. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing sea turtles or smalltooth sawfish, which are protected under the Endangered Species Act of 1973.
- c. Siltation barriers shall be made of material in which a sea turtle or smalltooth sawfish cannot become entangled, be properly secured, and be regularly monitored to avoid protected species entrapment. Barriers may not block sea turtle or smalltooth sawfish entry to or exit from designated critical habitat without prior agreement from the National Marine Fisheries Service's Protected Resources Division, St. Petersburg, Florida.
- d. All vessels associated with the construction project shall operate at "no wake/idle" speeds at all times while in the construction area and while in water depths where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will preferentially follow deep-water routes (e.g., marked channels) whenever possible.
- e. If a sea turtle or smalltooth sawfish is seen within 100 yards of the active daily construction/dredging operation or vessel movement, all appropriate precautions shall be implemented to ensure its protection. These precautions shall include cessation of operation of any moving equipment closer than 50 feet of a sea turtle or smalltooth sawfish. Operation of any mechanical construction equipment shall cease immediately if a sea turtle or smalltooth sawfish is seen within a 50-ft radius of the equipment. Activities may not resume until the protected species has departed the project area of its own volition.
- f. Any collision with and/or injury to a sea turtle or smalltooth sawfish shall be reported immediately to the National Marine Fisheries Service's Protected Resources Division (727-824-5312) and the local authorized sea turtle stranding/rescue organization.
- g. Any special construction conditions, required of your specific project, outside these general conditions, if applicable, will be addressed in the primary consultation.

Revised: March 23, 2006

PCTS Access and Additional Considerations for ESA Section 7 Consultations (Revised 6-11-2013)

Public Consultation Tracking System (PCTS) Guidance: PCTS is a Web-based query system at <https://pcts.nmfs.noaa.gov/> that allows all federal agencies (e.g., U.S. Army Corps of Engineers - USACE), project managers, permit applicants, consultants, and the general public to find the current status of NMFS's Endangered Species Act (ESA) and Essential Fish Habitat (EFH) consultations which are being conducted (or have been completed) pursuant to ESA Section 7 and the Magnuson-Stevens Fishery Conservation and Management Act's (MSA) Sections 305(b)2 and 305(b)(4). Basic information including access to documents is available to all.

The PCTS Home Page is shown below. For USACE-permitted projects, the easiest and quickest way to look up a project's status, or review completed ESA/EFH consultations, is to click on either the "Corps Permit Query" link (top left); or, below it, click the "Find the status of a consultation based on the Corps Permit number" link in the golden "I Want To..." window.

The screenshot shows the NOAA PCTS Public Consultation Tracking System homepage. The header includes the NOAA logo and the text "NOAA PCTS PUBLIC CONSULTATION TRACKING SYSTEM" and "NATIONAL MARINE FISHERIES SERVICE". Below the header is a navigation bar with links: home, reports, user guide, glossary. The main content area is divided into three columns. The left column, titled "I Want To...", contains a list of links: Reset a Password, Run a Report, Read the User Guide, Find Consultations, Find the status of a consultation based on a Corps Permit number, and Get New Account. The middle column, titled "Quick Search", contains a search form with fields for "Enter PCTS Tracking Number", "OR", "SEND REGION", "SEND YEAR", "OR", "Enter KEY WORDS", and a "Search" button. The right column, titled "About PCTS", contains a description of the system. The footer contains links for "About PCTS", "Contact Us", "Feedback", "Privacy Policy", "Information Quality", and "Accessibility".

Then, from the "Corps District Office" list pick the appropriate USACE district. In the "Corps Permit #" box, type in the 9-digit USACE permit number identifier, with no hyphens or letters. Simply enter the year and the permit number, joined together, using preceding zeros if necessary after the year to obtain the necessary 9-digit (no more, no less) number. For example, the USACE Jacksonville District's issued permit number SAJ-2013-0235 (LP-CMW) must be typed in as 201300235 for PCTS to run a proper search and provide complete and accurate results. For querying permit applications submitted for ESA/EFH consultation by other USACE districts, the procedure is the same. For example, an inquiry on Mobile District's permit MVN201301412 is entered as 201301412 after selecting the Mobile District from the "Corps District Office" list. PCTS questions should be directed to Eric Hawk at Eric.Hawk@noaa.gov or (727) 551-5773.

EFH Recommendations: In addition to its protected species/critical habitat consultation requirements with NMFS' Protected Resources Division pursuant to Section 7 of the ESA, prior to proceeding with the proposed action the action agency must also consult with NMFS' Habitat Conservation Division (HCD) pursuant to the MSA requirements for EFH consultation (16 U.S.C. 1855 (b)(2) and 50 CFR 600.905-.930, subpart K). The action agency should also ensure that the applicant understands the ESA and EFH processes; that ESA and EFH consultations are separate, distinct, and guided by different statutes, goals, and time lines for responding to the action agency; and that the action agency will (and the applicant may) receive separate consultation correspondence on NMFS letterhead from HCD regarding their concerns and/or finalizing EFH consultation.

Marine Mammal Protection Act (MMPA) Recommendations: The ESA Section 7 process does not authorize incidental takes of listed or non-listed marine mammals. If such takes may occur an incidental take authorization under MMPA Section 101 (a)(5) is necessary. Please contact NMFS' Permits, Conservation, and Education Division at (301) 713-2322 for more information regarding MMPA permitting procedures.

SELF-CERTIFICATION STATEMENT OF COMPLIANCE

Permit Number: SAJ-2013-01353(NW-MEP)

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, residential or commercial filling, docks,
dredging,
etc.): _____

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

Describe Mitigation completed (if applicable): _____

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

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

Signature of Permittee

Date



**FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION**

BOB MARTINEZ CENTER
2600 BLAIRSTONE ROAD
TALLAHASSEE, FLORIDA 32399-2400

RICK SCOTT
GOVERNOR

CARLOS LOPEZ-CANTERA
LT. GOVERNOR

HERSCHEL T. VINYARD JR.
SECRETARY

**CONSOLIDATED JOINT COASTAL PERMIT AND INTENT TO GRANT
SOVEREIGN SUBMERGED LANDS AUTHORIZATION**

PERMITTEE:

Manatee County
c/o Charles Hunsicker
415 10th Street West
Bradenton, FL 34206

AGENT:

Coastal Planning and Engineering, Inc.
c/o Thomas Pierro
2481 N. W. Boca Raton Boulevard
Boca Raton, FL 33431

PERMIT INFORMATION:

Permit Number: 0039378-009-JC

Project Name: Cortez Groins Replacement

County: Manatee

Issuance Date: March 11, 2014

Expiration Date: March 11, 2024

REGULATORY AUTHORIZATION:

This permit is issued under the authority of Chapter 161 and Part IV of Chapter 373, Florida Statutes (F.S.), and Title 62, Florida Administrative Code (F.A.C.). Pursuant to Operating Agreements executed between the Department of Environmental Protection (Department) and the water management districts, as referenced in Chapter 62-113, F.A.C., the Department is responsible for reviewing and taking final agency action on this activity.

PROJECT DESCRIPTION:

The project is to replace three (3) concrete-pile groins with three (3) permeable adjustable groins. The new groins will be 12 feet wide; the central and northern groins will each be 372 feet long; and the southern groin will be 324 feet long. The groins will be constructed on top of steel pilings with steel brackets installed on each pile to provide redundant support for the concrete beams. Optional trestles may be temporarily erected next to each groin to aid in demolition and construction. The groins may be adjusted to make the structure more or less permeable, in order to minimize erosion.

PROJECT LOCATION:

The Cortez groins are located on Cortez Beach, adjacent to Gulf Drive, between 6th Street and 13th Street south, and between DEP Reference Monuments R-33 and R-36, in Manatee County, Sections 4 and 9, Township 35 South, Range 16 East, extending into the Gulf of Mexico, Class III Waters.

PROPRIETARY AUTHORIZATION:

This activity also requires a proprietary authorization, as the activity is located on sovereign submerged lands held in trust by the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), pursuant to Article X, Section 11 of the Florida Constitution, and Sections 253.002 and 253.77, F.S. The activity is not exempt from the need to obtain a proprietary authorization. The Board of Trustees delegated, to the Department, the responsibility to review and take final action on this request for proprietary authorization in accordance with Section 18-21.0051, F.A.C., and the Operating Agreements executed between the Department and the water management districts, as referenced in Chapter 62-113, F.A.C. This proprietary authorization has been reviewed in accordance with Chapter 253, F.S., Chapter 18-21, F.A.C., and the policies of the Board of Trustees.

As staff to the Board of Trustees, the Department has reviewed the project described above, and has determined that the groin replacement activity requires a public easement for the use of those lands, pursuant to Chapter 253.77, F.S. The Department intends to issue the public easement, subject to the conditions outlined in the previously issued *Consolidated Intent to Issue* and in the Recommended Proprietary Action (entitled *Delegation of Authority*).

The final documents required to execute the easement have been sent to the Division of State Lands. The Department intends to issue the easement upon satisfactory execution of those documents. **You may not begin construction of this activity on state-owned, sovereign submerged lands until the easement has been executed to the satisfaction of the Department.**

COASTAL ZONE MANAGEMENT:

This permit constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.

WATER QUALITY CERTIFICATION:

This permit constitutes certification of compliance with state water quality standards pursuant to Section 401 of the Clean Water Act, 33 U.S.C. 1341.

OTHER PERMITS:

Authorization from the Department does not relieve you (the Permittee) from the responsibility of obtaining other permits (Federal, State, or local) that may be required for the project. When the Department received your permit application, a copy was sent to the U.S. Army Corps of Engineers (Corps) for review. The Corps will issue their authorization directly to you, or contact you if additional information is needed. If you have not heard from the Corps within 30 days from the date that your application was received by the Department, contact the nearest Corps regulatory office for status and further information. Failure to obtain Corps authorization prior to construction could subject you to federal enforcement action by that agency.

AGENCY ACTION:

The above named Permittee is hereby authorized to construct the work outlined in the Project Description and Project Location of this permit and shown on the approved permit drawings, plans and other documents attached hereto. This agency action is based on the information submitted to the Department as part of the permit application, and adherence with the final details of that proposal shall be a requirement of the permit. **This permit and authorization to use sovereign submerged lands are subject to the General Conditions and Specific Conditions, which are a binding part of this permit and authorization.** Both the Permittee and their Contractor are responsible for reading and understanding this permit (including the permit conditions and the approved permit drawings) prior to commencing the authorized activities, and for ensuring that the work is conducted in conformance with all the terms, conditions and drawings.

GENERAL CONDITIONS:

1. All activities authorized by this permit shall be implemented as set forth in the plans and specifications approved as a part of this permit, and all conditions and requirements of this permit. The Permittee shall notify the Department in writing of any anticipated deviation from the permit prior to implementation so that the Department can determine whether a modification of the permit is required pursuant to section 62B-49.008, Florida Administrative Code.
2. If, for any reason, the Permittee does not comply with any condition or limitation specified in this permit, the Permittee shall immediately provide the Bureau of Beaches and Coastal Systems and the appropriate District office of the Department with a written report containing the following information: a description of and cause of noncompliance; and the period of noncompliance, including dates and times; or, if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance.
3. This permit does not eliminate the necessity to obtain any other applicable licenses or permits that may be required by federal, state, local, special district laws and regulations. This permit is not a waiver or approval of any other Department permit or authorization that may be required for other aspects of the total project that are not addressed in this permit.
4. This permit conveys no title to land or water, does not constitute State recognition or acknowledgment of title, and does not constitute authority for the use of sovereignty land of Florida seaward of the mean high-water line, or, if established, the erosion control line, unless herein provided and the necessary title, lease, easement, or other form of consent authorizing the proposed use has been obtained from the State. The Permittee is responsible for obtaining any necessary authorizations from the Board of Trustees of the Internal Improvement Trust Fund prior to commencing activity on sovereign lands or other state-owned lands.

5. 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 specifically approved unless a specific condition of this permit or a formal determination under section 373.421(2), F.S., provides otherwise.
6. This permit does not convey to the Permittee or create in the Permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the Permittee. The issuance of this permit does not convey any vested rights or any exclusive privileges.
7. This permit or a copy thereof, complete with all conditions, attachments, plans and specifications, modifications, and time extensions shall be kept at the work site of the permitted activity. The Permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
8. The Permittee, by accepting this permit, specifically agrees to allow authorized Department personnel with proper identification and at reasonable times, access to the premises where the permitted activity is located or conducted for the purpose of ascertaining compliance with the terms of the permit and with the rules of the Department and to have access to and copy any records that must be kept under conditions of the permit; to inspect the facility, equipment, practices, or operations regulated or required under this permit; and to sample or monitor any substances or parameters at any location reasonably necessary to assure compliance with this permit or Department rules. Reasonable time may depend on the nature of the concern being investigated.
9. At least forty-eight (48) hours prior to commencement of activity authorized by this permit, the Permittee shall submit to the Bureau of Beaches and Coastal Systems (JCP Compliance Officer) and the appropriate District office of the Department a written notice of commencement of construction indicating the actual start date and the expected completion date and an affirmative statement that the Permittee and the contractor, if one is to be used, have read the General and Specific Conditions of the permit and understand them.
10. If historic or archaeological artifacts, such as, but not limited to, Indian canoes, arrow heads, pottery or physical remains, are discovered at any time on the project site, the Permittee shall immediately stop all activities in the immediate area that disturb the soil in the immediate locale and notify the State Historic Preservation Officer and Bureau of Beaches and Coastal Systems (JCP Compliance Officer). In the event that unmarked human remains are encountered during permitted activities, all work shall stop in the immediate area and the proper authorities notified in accordance with Section 872.02, F.S.

11. Within 30 days after completion of construction or completion of a subsequent maintenance event authorized by this permit, the Permittee shall submit to the Bureau of Beaches and Coastal Systems (JCP Compliance Officer) and the appropriate District office of the Department a written statement of completion and certification by a registered professional engineer. This certification shall state that all locations and elevations specified by the permit have been verified; the activities authorized by the permit have been performed in compliance with the plans and specifications approved as a part of the permit, and all conditions of the permit; or shall describe any deviations from the plans and specifications, and all conditions of the permit. When the completed activity differs substantially from the permitted plans, any substantial deviations shall be noted and explained on two paper copies and one electronic copy of as-built drawings submitted to the Bureau of Beaches and Coastal Systems (JCP Compliance Officer).

SPECIFIC CONDITIONS:

1. The terms, conditions and provisions of the required easement shall be met. The Notice to Proceed shall not be issued and construction of this activity shall not commence on sovereign submerged lands, title to which is held by the Board of Trustees, until all easement documents have been executed to the satisfaction of the Department.
2. All reports or notices relating to this permit shall be emailed to the JCP Compliance Officer (e-mail address: JCPCCompliance@dep.state.fl.us) unless otherwise specified in the Specific Conditions.
3. The Permittee shall not store or stockpile tools, equipment, materials, etc., within littoral zones or elsewhere within surface waters of the state without prior written approval from the Department. Storage, stockpiling or access of equipment on, in, over or through seagrass (or other aquatic vegetation) beds, wetlands or hardbottoms is prohibited unless within a work area or ingress/egress corridor specifically approved by this permit. Anchoring or spudding of vessels and barges within beds of aquatic vegetation or over hardbottom areas is also prohibited.
4. The Permittee shall not conduct project operations or store project-related equipment in, on or over dunes, or otherwise impact dune vegetation, unless the dune impact is specifically approved by the Department and shown in the permit drawings.
5. ***Notice to Proceed Requirements.*** No work shall be conducted under this permit until the Permittee has received a written notice to proceed from the Department. At least 30 days prior to the requested date of issuance of the notice to proceed, the Permittee shall submit a written request for a Notice to Proceed and the following items for review and approval by the Department:
 - a. ***Public Easement.*** Documentation that the Public Easement has been executed and recorded to the satisfaction of the Department.

- b. **Biological Opinion.** In accordance with Florida Statute 161.041 (5), no construction that could result in take of threatened and marine turtles shall begin until the federal incidental take authorization is issued in accordance with the federal Endangered Species Act. All terms and conditions and conservation measures in the applicable federal incidental take authorization shall be incorporated into this permit through modification if not addressed in the existing conditions listed below.
 - c. One hard copy and an electronic copy of detailed ***final construction plans and specifications*** for all authorized activities (including a vessel operations plan) that are consistent with the project description, conditions and drawings of this permit. These documents shall be signed and sealed by the design engineer who must be registered in the State of Florida, and shall bear the certifications specified in Rule 62B-41.007(4), F.A.C. The plans and specifications shall include a description of the dredging and beach construction methods to be utilized and drawings and surveys that show all biological resources and work spaces (e.g., anchoring area, pipeline corridors, staging areas, boat access corridors, etc.) to be used for this project.
6. **Pre-Construction Conference.** The Permittee shall conduct a pre-construction conference to review the specific conditions and monitoring requirements of this permit with Permittee's contractors, the engineer of record and the JCP Compliance Officer (or designated alternate). In order to ensure that appropriate representatives are available, at least twenty-one (21) days prior to the intended commencement date for the permitted construction, the Permittee is advised to contact the Department, and the other agency representatives listed below:

JCP Compliance Officer
e-mail: JCPCCompliance@dep.state.fl.us

DEP Southwest District Office
Submerged Lands & Environmental Resources
013051 North Telecom Parkway
Temple Terrace, Florida 33637
phone: (813) 470-5700

Imperiled Species Management Section
Florida Fish & Wildlife Conservation Commission
620 South Meridian Street
Tallahassee, Florida 32399-1600
phone: (850) 922-4330
fax: (850) 921-4369 or email: marineturtle@myfwc.com

The Permittee is also advised to schedule the pre-construction conference at least a week prior to the intended commencement date. At least seven (7) days in advance of the pre-construction conference, the Permittee shall provide written notification, advising the participants (listed above) of the **agreed-upon** date, time and location of the meeting, and also provide a meeting agenda and a teleconference number.

7. If trestles are temporarily erected next to each groin to aid in demolition and construction, they shall be fully removed within 30 days following the completion of construction.
8. Authorization for construction of armoring or other rigid coastal structures is based on an engineering review and assessment of the design and anticipated performance and impact of the structure as a complete unit. Construction of any less than the complete structure as approved by the Department is not authorized and shall result in the assessment of an administrative fine and the issuance of an order to remove the partially constructed structure. Modifications to the project size, location, or structural design shall be authorized by the Department in accordance with Rule 62B-49.008, F.A.C

Fish and Wildlife Protection Conditions

9. Turtle barriers shall be installed on the landward end of each groin to avoid entrapment of marine turtles and their hatchlings.
10. No relocation of marine turtle nests shall occur unless specifically authorized by the Florida Fish & Wildlife Conservation Commission (FWC) in a permit issued pursuant to Florida Statute 379.2431(1) and Florida Administrative Code Rule 68E-1.
11. ***Manatee, Marine Turtle, and Shorebird Protection Conditions.*** During all construction authorized by this permit, and subsequent to authorization of incidental take by the National Marine Fisheries Service (NMFS) and the U.S. Fish and Wildlife Service (FWS), in accordance with Florida Statute 161.041 (5), 379.2431 (1), the Permittee shall comply with the following conditions intended to protect manatees, marine turtles and shorebirds from direct project effects:
 - a. All personnel associated with the project shall be instructed about the presence of marine turtles, manatees and manatee speed zones, and the need to avoid collisions with (and injury to) these protected marine species. 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, and for killing marine turtles, which are protected under the Endangered Species Act and the Florida Marine Turtle Protection 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 four-foot clearance from the bottom. All vessels shall follow routes of deep water whenever possible.
- c. Siltation or turbidity barriers shall be made of material in which manatees and marine turtles cannot become entangled, shall be properly secured and shall be regularly monitored to avoid entanglement or entrapment. Barriers must not impede manatee or marine turtle movement.
- d. All on-site project personnel are responsible for observing water-related activities for the presence of marine turtles and manatees. **All in-water operations, including vessels, shall be shutdown if a marine turtle or manatee comes within 50 feet of the operation.** Activities shall not resume until the animal(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the animal(s) has not reappeared within 50 feet of the operation. Animals shall not be herded away or harassed into leaving.
- e. Any collision with or injury to a marine turtle or manatee shall be reported immediately to the FWC Hotline at 1-888-404-3922, and to FWC at ImperiledSpecies@myFWC.com. Collision and/or injury should also be reported to the FWS in Jacksonville at 1-904-731-3336.
- f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to 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 – Watch for Manatees* must be posted. A second sign measuring at least 8 ½" 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. Signs already approved by the FWC can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to the email address listed above.
- g. All personnel associated with the project shall be instructed about the potential presence of nesting shorebirds and the need to avoid take of (including disturbance to) these protected species.
- h. All vehicles shall be operated in accordance with the FWC's Best Management Practices for Operating Vehicles on the Beach (<http://myfwc.com/conservation/you-conserve/wildlife/beach-driving/>). Specifically, the vehicle shall be operated at a speed <6 mph and run at or below the high-tide line.

12. ***Beach Maintenance.*** All derelict concrete, metal, and coastal armoring material and other debris shall be removed from the beach prior to any material placement to the maximum extent practicable. If debris removal activities will take place during shorebird breeding or sea turtle nesting seasons, the work shall be conducted during daylight hours only and shall not commence until completion of daily seabird, shorebird or sea turtle surveys each day. All excavations and temporary alterations of the beach topography shall be filled or leveled to the natural beach profile prior to 9 p.m. each day unless otherwise authorized.
13. ***Pre-Construction Meeting.*** A meeting between representatives of the contractor, the FWS, the FWC, the permitted sea turtle surveyor and Bird Monitors (as appropriate) shall be held prior to commencement of work on projects. At least 10-business days advance notice shall be provided prior to conducting this meeting. The meeting will provide an opportunity for explanation and/or clarification of the protection measures as well as additional guidelines when construction occurs during nesting season, such as staging equipment and reporting within the work area as well as follow up meetings during construction.
14. ***Nesting Seabird and Shorebird Protection Conditions:*** Nesting seabird and shorebird (i.e. shorebird) surveys should be conducted by trained, dedicated individuals (Bird Monitor) with proven shorebird identification skills and avian survey experience. A list of candidate Bird Monitors with their contact information, summary of qualifications, including bird identification skills and avian survey experience shall be provided to FWC. This information shall be submitted to the FWC regional biologist (contact information attached) prior to any construction or hiring for shorebird surveys for revision and consultation. Bird Monitors shall use the following survey protocols:
 - a. Bird Monitors shall review and become familiar with the general information, employ the data collection protocol, and implement data entry procedures outlined on the FWC's Florida Shorebird Database (FSD) website (www.FLShorebirdDatabase.org). An outline of data to be collected, including downloadable field data sheets, is available on the website.
 - b. Breeding season varies by species. Most species have completed the breeding cycle by September 1, but flightless young may be present through September. The following dates are based on the best available information regarding ranges and habitat use by species around the state:

All Gulf Coast counties: February 15 – September 1

Breeding season surveys shall begin on the first day of the breeding season or 10 days prior to project commencement (including surveying activities and other pre-construction presence on the beach), whichever is later. Surveys shall be

conducted through August 31st or until all breeding activity has concluded, whichever is later.

- c. Breeding season surveys shall be conducted in all potential beach-nesting bird habitats within the project boundaries that may be impacted by construction or pre-construction activities. Portions of the project, in which there is no potential for project-related activity during the nesting season, may be excluded. One or more shorebird survey routes shall be established in the FSD website to cover these areas.
 - d. During the pre-construction and construction phases of the project, surveys for detecting breeding activity and the presence of flightless chicks shall be completed on a daily basis prior to movement of equipment, operation of vehicles, or other activities that could potentially disrupt breeding behavior or cause harm to the birds or their eggs or young.
 - e. Surveys shall be conducted by walking the length of the project area and visually surveying for the presence of shorebirds exhibiting breeding behavior, shorebird/seabird chicks, or shorebird/seabird juveniles as outlined in the FSD *Breeding Bird Protocol for Shorebirds and Seabirds*. Use of binoculars is required.
 - i. If an ATV or other vehicle is needed to cover large project areas, operators shall adhere to the FWC's Best Management Practices for Operating Vehicles on the Beach (<http://myfwc.com/conservation/you-conserve/wildlife/beach-driving/>). Specifically, the vehicle shall be operated at a speed <6 mph and run at or below the high-tide line. The Bird Monitor shall stop at no greater than 200-meter intervals to visually inspect for breeding activity.
 - f. Once breeding is confirmed by the presence of a scrape, eggs or young, the Bird Monitor shall notify the FWC Regional Species Conservation Biologist (contact information attached) within 24 hours. All breeding activity shall be reported to the FSD website within one week of data collection.
15. ***Seabird and Shorebird Buffer Zones and Travel Corridors.*** Within the project area, the Permittee shall establish a disturbance-free buffer zone around any location where shorebirds have been engaged in breeding behavior, including territory defense. A 300-foot-wide buffer is considered adequate based on published studies. However, a smaller, site-specific buffer may be implemented upon approval by the FWC Regional Species Conservation Biologist (contact information attached) as needed. All sources of human disturbance (including pedestrians, pets, and vehicles) shall be prohibited in the buffer zone.

- a. The Bird Monitor shall keep breeding sites under sufficient surveillance to determine if birds appear agitated or disturbed by construction or other activities in adjacent areas. If birds do appear to be agitated or disturbed by these activities, then the width of the buffer zone shall be increased immediately to a sufficient size to protect breeding birds.
- b. Reasonable and traditional pedestrian access should not be blocked where breeding birds will tolerate pedestrian traffic. This is generally the case with lateral movement of beach-goers walking parallel to the beach at or below the highest tide line. Pedestrian traffic may also be tolerated when breeding was initiated within 300 feet of an established beach access pathway. The Permittee shall work with the FWC Regional Species Biologist to determine if pedestrian access can be accommodated without compromising nesting success.
- c. Designated buffer zones shall be marked with posts, twine and signs stating “Do Not Enter, Important Nesting Area” or similar language around the perimeter that includes the name and a phone number of the entity responsible for posting. Posts should not exceed 3 feet in height once installed. Symbolic fencing (twine, string or rope) should be placed between all posts, at least 2.5 feet above the ground and rendered clearly visible to pedestrians. If pedestrian pathways are approved by the FWC Regional Species Conservation Biologist within the 300-foot buffer zone, these should be clearly marked. The posting shall be maintained in good repair until breeding is completed or terminated. Although solitary nesters may leave the buffer zone with their chicks, the posted area continues to provide a potential refuge for the family until breeding is complete. Breeding is not considered to be completed until all chicks have fledged.
- d. No construction activities, pedestrians, movement of vehicles or stockpiling of equipment shall be allowed within the buffer area.
- e. Travel corridors shall be designated and marked outside the buffer areas so as not to cause disturbance to breeding birds. Heavy equipment, other vehicles or pedestrians may transit past breeding areas in these corridors. However, other activities such as stopping or turning shall be prohibited within the designated travel corridors adjacent to the breeding site. When flightless chicks are present within or adjacent to travel corridors, movement of vehicles shall be accompanied by the Bird Monitor who shall ensure no chicks are in the path of the moving vehicle and no tracks capable of trapping flightless chicks result.
- f. To discourage nesting within the travel corridor, it is recommended that the Permittee should maintain some activity within these corridors on a daily basis, without disturbing any nesting shorebirds documented on site or interfering with

sea turtle nesting, especially when those corridors are established prior to commencement of construction.

16. **Notification.** If shorebird breeding occurs within the project area, a bulletin board shall be placed and maintained in the construction staging area with the location map of the construction site showing the bird breeding areas and a warning, clearly visible, stating that “NESTING BIRDS ARE PROTECTED BY LAW INCLUDING THE FLORIDA ENDANGERED AND THREATENED SPECIES ACT AND THE STATE and FEDERAL MIGRATORY BIRD ACTS”.
17. **Marine Turtle Nest Surveys and Relocation.** Groin constriction repair may occur during the marine turtle nesting season, May 1 through October 31, except on publicly owned conservation lands such as state parks and areas, where such work is prohibited by the managing agency or under applicable local land use codes, and only subsequent to authorization of incidental take by the NMFS and the FWS in accordance with Florida Statute 161.041 (5), 379.2431 (1). The following marine turtle protection conditions shall be met during such work. Any additional terms and conditions specified in the federal incidental take authorization shall be incorporated into this permit through modification prior to commencement of construction.
18. Groin or jetty repair or replacement projects **conducted during the sea turtle nesting season** shall occur during daylight hours only and may proceed only after issuance of the FWS’s incidental take authorization, and in accordance with the following requirements:
 - a. Daily early morning surveys shall be conducted within the travel corridor, construction and staging area.
 - b. A barrier (e.g., hay bales, silt screens) sufficient to prevent adult and hatchling sea turtles from accessing the project site shall be installed in a 100-foot buffer around the perimeter of the project site. The barrier shall be placed parallel to shore, at MHW, as close to the groin or jetty as feasible during the period from sunset to sunrise.
 - c. On-beach access to the construction site shall be restricted to the wet sand below MHW to the maximum extent possible. Travel corridors on the beach to the MHWL shall be delineated. Nests laid within the travel corridor that would impede traffic shall be relocated per the requirements listed above. Nests laid in adjacent areas shall be marked and avoided per the requirements listed below. Staging areas for construction equipment shall be located off the beach to the maximum extent possible.
 - d. No nighttime construction may occur during the nesting season.

- e. Material stockpiled on the beach shall only occur within the 200-foot barrier (100-foot area on either side of the structure). Construction activities shall not occur in any location prior to completion of the necessary sea turtle protection measures outlined below. If any nesting turtles are sighted on the beach, construction activities shall cease immediately until the turtle has returned to the water and the sea turtle permit holder responsible for nest monitoring has marked the nest. All activities shall avoid the marked nest areas.
- 19. All nests laid adjacent to the project area shall be marked for avoidance per the following requirements:
 - 20. Nesting surveys and nest marking shall only be conducted by persons with prior experience and training in these activities and who are authorized to conduct such activities through a valid permit issued by FWC, pursuant to FAC 68E-1. Please contact FWC's Marine Turtle Management Program in Tequesta at MTP@myfwc.com for information on the permit holder in the project area. Nesting surveys shall be conducted daily between sunrise and 9 a.m. (this is for all time zones). The contractor shall not initiate work until daily notice has been received from the marine turtle permit holder that the morning survey has been completed. Surveys shall be performed in such a manner so as to ensure that construction activity does not occur in any location prior to completion of the necessary marine turtle protection measures.
 - 21. Nests deposited within the project area and access areas shall be left in place and marked for avoidance unless other factors threaten the success of the nest (e.g., nest laid below debris line marking the typical high tide, erosion). The Marine Turtle Permit Holder shall install an on-beach marker at the nest site and a secondary marker at a point as far landward as possible to assure that future location of the nest will be possible should the on-beach marker be lost. The actual location of the clutch shall be determined and nests shall be marked. A series of stakes and highly visible survey ribbon or string shall be installed to establish a 10-foot radius around the nest. No activity shall occur within this area, nor shall any activity occur that could result in impacts to the nest. Nest sites shall be inspected daily to assure nest markers remain in place and that the nest has not been disturbed by the project activity. Nest relocation is only allowed if nests laid within the travel corridor (beach access to MHWL) cannot be rerouted to avoid the nest.
 - a. To the maximum extent possible within the travel corridor, all ruts shall be filled or leveled to the natural beach profile prior to completion of daily construction.
 - 22. No permanent or temporary exterior lighting shall be installed in association with the project.
 - 23. If entrapment of sea turtle hatchlings occurs in the groin or jetty system during construction, the Permittee shall contact FWC immediately.

24. ***Marine Turtle or Nest Encounters.*** Upon locating a dead or injured sea turtle adult, hatchling or egg that may have been harmed or destroyed as a direct or indirect result of the project, the Permittee shall be responsible for notifying FWC Wildlife Alert at 1-888-404-FWCC (3922). Care shall be taken in handling injured sea turtles or eggs to ensure effective treatment or disposition, and in handling dead specimens to preserve biological materials in the best possible state for later analysis. In the event a sea turtle nest is excavated during construction activities, the permitted person responsible for egg relocation for the project shall be notified immediately so the eggs can be moved to a suitable relocation site.
25. ***Equipment Storage and Placement.*** Staging areas for construction equipment shall be located in the area designated above or off the beach, if off-beach staging areas are available. Nighttime storage of construction equipment not in use shall be off the beach to minimize disturbance to shorebird and sea turtle nesting and hatching activities.
26. ***Escarpment Surveys.*** Visual surveys for escarpments along the project area shall be made immediately after completion of the groin modification project, weekly during sea turtle nesting season as long as structures remain in place on the beach.

FWC shall be contacted immediately if escarpments that interfere with sea turtle nesting or that exceed 18 inches in height, for a distance of 100 feet, occur during the nesting and hatching season to determine the appropriate action to be taken. If it is determined that escarpment leveling is required during the nesting or hatching season, the FWS or FWC shall provide a brief written authorization that describes methods to be used to reduce the likelihood of impacting existing nests. An annual summary of escarpment surveys and actions taken shall be submitted electronically to marineturtle@myfwc.com along with the annual summary, as described below. If escarpment removal occurs during shorebird breeding season (See 14. b.), shorebirds surveys shall be required (per the *Shorebird Conditions* included within this document) prior to removal.

- a. No heavy equipment shall operate within 300 feet of any shorebird nest.
- b. If flightless shorebird young are observed within the work zone or equipment travel corridor, a Shorebird Monitor shall be present during the operation to ensure that equipment does not operate within 300 feet of the flightless young.
- c. Any vehicles operated on the beach in association with escarpment surveys or removal shall operate in accordance with the FWC's Best Management Practices for Operating Vehicles on the Beach (<http://myfwc.com/conservation/you-conserve/wildlife/beach-driving/>).

Post-construction Monitoring and Reporting Marine Turtle Protection Conditions:

27. Reports on all marine turtle nesting activity shall be provided for the initial marine turtle nesting (*May 1 through September 15*) and hatching (*through October 31*) season and for each year the groins remain in place as outlined.

Data should be reported for the nourished areas in accordance with the **Table below** and should include number of nests lost to erosion or washed out. Summaries of nesting activity shall be submitted in electronic format (Excel spreadsheets) to the FWC Imperiled Species Management section at MTP@myfwc.com. All summaries should be submitted by January 15 of the following year. The FWC Excel spreadsheet is available upon request from MTP@myfwc.com.

Table. Marine Turtle Monitoring

Metric	Duration	Variable	Criterion
Nesting Success	Year of construction, one year to two or three years post construction if variable does not meet criterion based on previous year	Number of nests and non-nesting emergences by day by species	40% or greater
Hatching Success	Year of construction and one to three years post construction if variable does not meet criterion based on previous year	Number of hatchlings by species to completely escape egg	Average of 60% or greater (data must include washed out nests)
Emergence Success	Year of construction and one to three years post construction if variable does not meet success criterion based on previous year	Number of hatchlings by species to emerge from nest onto beach	Average must not be significantly different than the average hatching success
Disorientation	Year of construction and one to three years post construction	Number of nests and individuals that misorient or disorient	
Escarpment Surveys	Weekly during nesting season for up to three years	Number of scarps 18 inches or greater extending for more than 100 feet that persist for more than 2 weeks	Successful remediation of all persistent scarps as needed

Turbidity Monitoring

28. Turbidity monitoring will not be required for this project unless a violation of the water quality standard for turbidity occurs. If substantial turbidity plumes are reported during

construction, the Permittee shall conduct turbidity sampling at the source (no mixing zone has been established for this project), according to the instructions from the JCP Compliance Officer. If the sampling reveals a violation of the water quality standard for turbidity, the construction would have to cease until the Permittee begins to conduct regular turbidity monitoring, the protocol and mixing zone for which would be incorporated into the permit as a modification.

Physical Monitoring

29. Pursuant to Rule 62B-41.005(16), F.A.C., physical monitoring of this project shall be required through acquisition of project-specific data to include topographic/bathymetric surveys of the beach and offshore areas. The monitoring shall be implemented in accordance with the physical monitoring requirements of the Manatee County Shore Protection Project and the Coquina Beach nourishment project.

Executed in Tallahassee, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Martin K. Seeling, Administrator
Beaches, Inlets and Ports Program

FILING AND ACKNOWLEDGMENT

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



3/11/14

Deputy Clerk

Date

**Joint Coastal Permit
Cortez Groins Replacement
Permit No. 0039378-009-JC
Page 17 of 17**

Attachments: Approved Permit Drawings (8 pages)

Prepared by Chiu Cheng