



**INVITATION FOR BID
(IFB) #12-0768-DS
Riverview Boulevard Bridge at McLewis Bayou
Project 6013260/6.2**

Manatee County, a political subdivision of the State of Florida, (hereinafter the "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 insure that all prospective bidders have sufficient information and understanding of the County's needs, an Information Conference will be held on the following date: **January 25, 2012 @ 2:00 PM at the Manatee County Public Works Department, Project Management Division, (Conference Room A) address 1022 26th Avenue East, Bradenton, FL 34208.** Attendance is not mandatory, but is highly encouraged.

NOTE: Article B. 05, page 00020-2; **Inspection of Site** – All potential contractors, it is mandatory that a site visit be performed at each location to familiarize yourselves with the full scope of the construction site.

DEADLINE FOR CLARIFICATION REQUESTS: **February 8, 2012 at 3:00 PM**
(Reference Bid Article A.06)

TIME AND DATE DUE: **February 28, 2012 at 2:00 pm**
Manatee County Purchasing Division, 1112 Manatee Avenue West, Suite 803,
Bradenton, FL 34205

Important Note: Lobbying is prohibited (reference Bid Article A.08)

FOR INFORMATION CONTACT:

Donna M. Stevens (941) 749-3045

donna.stevens@mymanatee.org

AUTHORIZED FOR RELEASE: 

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Water Distribution System Permit – (dated November 25, 2008)	2 pages

SECTION 00010
INFORMATION TO BIDDERS

A.01 OPENING LOCATION

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

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. If a bid is sent by **U.S. Mail**, the bidder shall be responsible for its timely delivery to the Purchasing Division. Bids delayed by mail shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the respondent's request and expense.

A.02 SEALED & MARKED

One original and two copies of your **signed bid** shall be submitted in one **sealed package**, clearly marked on the outside **"Sealed Bid #12-0768-DS, Riverview Boulevard Bridge at McLewis Bayou"** with your company name.

Address package to: Manatee County Purchasing Division
1112 Manatee Avenue West, Suite 803
Bradenton, Florida 34205

A.03 SECURING OF DOCUMENTS

Complete individual copies of the bidding documents for the project and/or products can be obtained; free of charge, at the Manatee County Administration Building located at 1112 Manatee Avenue West, Suite 803, Purchasing Division: Department. Documents may be obtained between the hours of 8:00 AM to 4:00 PM Monday through Friday, exception of holidays. Complete set of the bidding document must be used in preparing bids. The County assumes no responsibility for errors and misinterpretations resulting from the use of incomplete sets of bidding document.

A.04 BID DOCUMENTS

Bids on **<http://www.mymanatee.org>** , Bid documents and the Notices of Source Selection related to those Bids are available for download in a portable document format (.PDF) file on the Manatee County web page on the Purchasing tab under "Bids." You may view and print these files using Adobe Acrobat software. You may download a free copy of this software (Adobe) from the Owner's web page if you do not have it.

Manatee County collaborates with the Manatee Chamber of Commerce on distributing solicitations using the RFP Tool web page on the Chambers website: **<http://www.Manateechamber.com>** to post Bid documents in a portable document

A.04 BID DOCUMENTS (Continued)

format (.PDF) file. This step is in addition to the posting on Manatee County Government web pages.

Manatee County may also use an internet service provider to distribute Bids. A link to that service, <http://www.DemandStar.com>, is provided on this website under the Tab "DemandStar". Participation in the DemandStar system is not a requirement for doing business with Manatee County.

Note: The County posts the Notice of Source Selection seven calendar days prior to the effective date of the award.

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

A.05 MODIFICATION OF BID SPECIFICATIONS

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

A.06 DEADLINE FOR CLARIFICATION REQUESTS

February 8, 2012 at 3:00 PM shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to the Invitation for Bids to the Manatee County Purchasing Office.

This deadline has been established to maintain fair treatment for all potential bidders, while maintaining the expedited nature of the Economic Stimulus that the contracting of this work may achieve.

A.07 CLARIFICATION & ADDENDA

Each bidder shall examine all Invitation For Bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Invitation for Bids shall be made through the Manatee County Purchasing Office. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

A.07 CLARIFICATION & ADDENDA (Continued)

If any addenda are issued to this Invitation for Bid, the County will Broadcast the addenda on the Demand Star distribution system to "Planholders" on this web service, and post the documents on the Purchasing Division's web page at <http://www.myanatee.org> which can be accessed by clicking on the "Purchasing" button and then clicking on the "Bids" button. It shall be the responsibility of each bidder, prior to submitting their bid, to contact Manatee County Purchasing (see contact on page 1) to determine if addenda were issued and to make such addenda a part of their bid.

A.08 LOBBYING

After the issuance of any Invitation For Bid, prospective bidders, or any agent, representative or person acting at the request of such bidder shall not contact, communicate with or discuss any matter relating in any way to the Invitation For Bid with any officer, agent or employee of Manatee County other than the Purchasing Official or as directed in the Invitation For Bid. This prohibition begins with the issuance of any Invitation For Bid, and ends upon execution of the final contract or when the invitation has been canceled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Purchasing Code.

The County reserves the right to amend or to add to the names listed as persons to contact. All amendments or additions to the names listed as persons to contact shall be issued by the Purchasing Division, in writing.

A.09 UNBALANCED BIDDING PROHIBITED

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

1. Bids showing omissions, alterations of form, additions not specified or required conditional or unauthorized alternate bids.
2. 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.
3. Bids where the unit costs offered are in excess of or below reasonable cost analysis values.

In the event the County determines that a bid is presumed unbalanced, it will request the opportunity to, and reserves the right to, review all source quotes, bids, price lists, letters of intent, etc., which the bidder obtained and upon which the bidder relied upon to develop the bid. The County reserves the right to reject as non-responsive any

A.09 UNBALANCED BIDDING PROHIBITED (Continued)

presumptive unbalanced bids where the bidder is unable to demonstrate the validity and/or necessity of the unbalanced unit costs.

A.10 FRONT END LOADING OF BID PRICING PROHIBITED

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

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

A.11 WITHDRAWAL OF OFFERS

Vendors may withdraw offers as follows: a) Mistakes discovered before the opening of a solicitation may be withdrawn by written notice from the bidder submitting the offer. This request must be received in the office designated for receipt of offers in the solicitation document prior to the time set for delivery and opening of the offers. A copy of the request shall be retained and the unopened offer returned to that vendor. b) After the responses to a solicitation are opened or a selection has been determined, but before a contract is signed, a vendor alleging a material mistake of fact may be permitted to withdraw their offer if: (1) the mistake is clearly evident on the solicitation document; or (2) the bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. Request to withdraw an offer must be in writing and approved by the Purchasing Official.

A.12 IRREVOCABLE OFFER

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

A.13 BID EXPENSES

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

A.14 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request resubmission. Also, the County reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of the County. Any sole response received by the first submission date may or may not be rejected by the County depending on available competition and current needs of the County. For all items combined, the bid of the lowest responsive, responsible bidder will be accepted, unless all bids are rejected. The lowest responsive bidder shall mean **that bidder who makes the lowest bid to sell goods and/or services of a quality which** conforms closest to or most exceeds the quality of goods and/or services set forth in the attached specifications or otherwise required by the County, and who is fit and capable to perform the bid as made.

To be responsive, a bidder shall submit a bid which conforms in all material respects to the requirements set forth in the Invitation For Bid. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any bidder to furnish the service requested. Information the County deems necessary to make this determination shall be provided by the bidder. Such information may include, but shall not be limited to: current financial statements, verification of availability of equipment and personnel, and past performance records.

A.15 APPLICABLE LAWS

Bidder must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting agreement. Any involvement with any Manatee County procurement shall be in accordance with Manatee County Purchasing Code of Laws as amended. Any actual or prospective bidder who is aggrieved in connection with the solicitation or award of a contract may protest to the Board of County Commissioners of Manatee County as required in Manatee County Code of Laws.

A protest with respect to this Invitation For Bid shall be submitted in writing prior to the scheduled opening date of this bid, unless the aggrieved person did not know and could not have been reasonably expected to have knowledge of the facts giving rise to such protest prior to the scheduled opening date of this bid. The protest shall be submitted within seven calendar days after such aggrieved person knows or could have reasonably been expected to know of the facts giving rise thereto.

A.16 COLLUSION

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

A.16 COLLUSION (Continued)

of a joint bid each party thereto certifies as to their own organization, that in connection with this bid:

- a. any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor;
- b. any prices and/or cost data quoted for this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder, prior to the scheduled opening, directly or indirectly to any other bidder or to any competitor;
- c. no attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;
- d. the only person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into; and
- e. no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding or a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by bidder for purpose of doing business.

A.17 CODE OF ETHICS

With respect to this bid, if any bidder violates or is a party to a violation of the Code of Ethics of Manatee County per Manatee County Purchasing Code Ordinance 08-43, Article 3, Ethics in Public Contracting, and/or the State of Florida per Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from performing the work described in this bid or from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for work or for goods or services for Manatee County. The Owner anticipates that all statements made and materials submitted in a bid will be truthful. If a bidder is determined to be untruthful in its bid or any related presentation, such bidder may be disqualified from further consideration regarding this Invitation For Bid.

A.18 BID FORMS

Bids must be submitted on attached County 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 offer and bind the company. Bidders must fully comply with all bid specifications, terms and conditions.** Failure to comply shall result in contract default, whereupon, the defaulting vendor shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by the County.

A.19 LEGAL NAME

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

A.20 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES

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

In addition, the Manatee County Code prohibits the award of any contract to any person or entity who/which has, within the past 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 insure compliance with the foregoing, the Code requires all persons or entities desiring to contract with the County to execute and file with the purchasing official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with the County. In the case of a business entity other than a partnership or a corporation, such affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, such affidavit shall be executed by the general partner(s). A Public Contracting and Environmental Crimes Certification is attached for this purpose.

A.21 DISCOUNTS

Any and all discounts must be incorporated in the prices contained in the bid and not shown separately. The prices as shown on the bid form shall be the price used in determining award.

A.22 TAXES

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

A.23 DESCRIPTIVE INFORMATION

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

A.24 AMERICANS WITH DISABILITIES ACT

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

A.25 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

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

A.26 MBE/WBE

The State of Florida, **Office of Supplier Diversity** provides the certification process and the database for identifying certified MBE/WBE 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.27 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.28 DISCLOSURE

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

Bids become "Public Records" thirty (30) days after the bid opening or if an award decision is made earlier than this time as provided by Florida Statute 119.071. No announcement or review of the bid documents shall be conducted at the public opening of the bids.

Based on the above, Manatee County will receive bids at the date and time stated, and will make public at the opening the names of the business entities of all that submitted an offer and any amount presented as a total offer without any verification of the mathematics or the completeness of the offer. Upon the expiration of the statutory term for exemption the actual documents may be inspected or copied. When County staff have completed a mathematic validation and inspected the completeness of the offers, tabulation shall be posted on www.myanatee.org.

NOTE: ANY OR ALL STATEMENTS CONTAINED IN THE FOLLOWING SECTIONS: BASIS OF AWARD, TERMS AND CONDITIONS OF THE CONTRACT, OR SPECIFICATIONS, WHICH VARY FROM THE INFORMATION TO BIDDERS, SHALL HAVE PRECEDENCE.

END OF SECTION A

SECTION 00020
BASIS OF AWARD

B.01 BASIS OF AWARD

Award shall be to the most responsive, responsible bidder meeting specifications and having the lowest Total Bid Price for **Bid "A"**, or the lowest Total Bid Price for **Bid "B"**, for the requirements listed on the Bid Form for the Work as set forth in this Invitation For Bid. Bid Prices shall include costs for furnishing all labor, equipment and/or materials for the completion of the Work in accordance with and in the manner set forth and described in the Contract Documents to the County's satisfaction within the prescribed time.

Two schedules for Completion of the Work shall be considered. Each bid for completion by the specified stated time shall be offered as a separate "Total Bid Price". The County has the sole authority to select the bid based on the Completion Time which is in the best interest of the County. Only one award shall be made.

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

In evaluating bids, the 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, quality and service, the bid received from a local business shall be given preference in award. Whenever two or more bids which are equal with respect to price, quality and service are received, and both bids and neither of these bids are received from a local business, the award shall be determined by a chance drawing conducted by the Purchasing Office and open to the public.

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

B.02 SUBCONTRACTORS

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

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

B.03 QUALIFICATIONS OF BIDDERS

Each bidder must possess all licenses required (in accordance with Chapter 489 Florida Statutes) for the Work which is the subject of this bid; and, upon request, shall submit a true copy of all applicable licenses. **The bidding contractor (Company supplying the bid) shall be certified in Florida as a General Contractor holding an active valid Florida License with a minimum of five (5) years experience in this type of construction which is the subject of this IFB to be considered for award.**

To demonstrate qualifications to perform the Work, each bidder must be prepared to submit within five days of County's request; written evidence such as financial data, previous experience, present commitments and other such data as may be requested. Bidder must be able to provide evidence of Bidder's qualification to do business in the state of Florida. Each bidder shall submit as a portion of their bid, a completed Contractor's Questionnaire included as Section 00430.

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

B.04 PREPARATION OF CONTRACT

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

B.05 INSPECTION OF SITE

Inspection of the site is a requirement to be considered for award of this contract. Prior to submitting a Bid Form, each bidder shall examine the site and all conditions thereon fully familiarizing themselves with the full scope of the project. 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. Site visit (s) shall be acknowledged in Section 00300, Bid Form page # 00300-1.

END OF SECTION B

SECTION 00030
GENERAL TERMS AND CONDITIONS OF THE CONTRACT

C.01 CONTRACT FORMS

The agreement resulting from the acceptance of a bid shall be in the form of the agreement stated in this bid.

C.02 ASSIGNMENT OF CONTRACT

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

C.03 COMPLETION OF WORK

The Work will be completed and ready for final inspection within the specified calendar days from the date the Contract Time commences to run. Two bids shall be considered based on **Bid "A" 270 calendar days** and **Bid "B"** based on **200 calendar days**. The County has the sole authority to select the bid based on the Completion Time which is in the best interest of the County. Only one award shall be made.

C.04 LIQUIDATED DAMAGES

If the Contractor refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will hinder its completion within the time specified, the County may seek damages. The actual damages for delay will be impossible to determine and in lieu thereof, the Contractor shall pay to the County the sum of **\$1148.00** as fixed, agreed, and liquidated damages for each calendar day of the delay until the Work is finally accepted by the County and the Contractor and his Surety shall be liable for the amount thereof.

C.05 PAYMENT

Contractor may apply for partial payment on monthly estimates, based on the amount of Work done or completed in compliance with the provisions of the Contract. Contractor shall submit an application, on a standard pay application form provided or approved by the County, of an approximate estimate of the proportionate value of the Work done, items and locations of the Work performed up to and including the last day of the period then ending. The County will then review said estimate and make any necessary revisions so that the estimate can receive approval for payment. If the Contractor and the County do not agree on the approximate estimate of the proportionate value of the Work done for any pay period, the determination of the 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 Contractor, 20 business days if County is its own Engineer of Record (EOR) or 25 business days if outside agent approval is required after the pay estimate has been approved by the agent for the County.

C.05 PAYMENT (Continued)

In accordance with the Prompt Payment Act, Section 218.735 (7), Florida Statutes, a Punch List shall be formulated.

Time allowed for development of punch list:

1. Awarded Contracts with an estimated cost of less than \$10 million will be within 30 calendar days after reaching substantial completion. Substantial completion is defined as reaching beneficial occupancy or use.
2. Awarded Contracts with a cost of \$10 million dollars or more will be within 30 calendar days OR if extended by contract, up to 60 calendar days after reaching substantial completion. Substantial completion is defined as reaching beneficial occupancy or use.

The final contract completion date must be at least 30 days after delivery of the list of items. If the list is not provided to the awarded contractor by the agreed upon date, the contract completion time must be extended by the number of days the County exceeds the delivery date.

It is the Contractor's responsibility for the care of the materials any damage to or loss of said materials is the full responsibility of the Contractor. Any Periodical Pay Estimate signed by the Contractor shall be final as to the Contractor 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. The Contractor warrants and guarantees that title to all work, materials and equipment covered by any application for payment, whether incorporated in the project or not, will pass to the County at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter referred to as "Liens").

The Contractor agrees to furnish an affidavit stating that all laborers, material men, and subcontractors have been paid on the project for Work covered by the application for payment and that a partial or complete release of lien, as may be necessary, be properly executed by the material men, laborers, subcontractors on the project for Work covered by the application for payment, sufficient to secure the County from any claim whatsoever arising out of the aforesaid Work.

When the Contractor has completed the Work in compliance with the terms of the Contract Documents, he shall notify the County in writing that the project is ready for final inspection. The County will then advise the Contractor as to the arrangements for final inspection and what Work, if any, is required to prepare the project or a portion thereof for final inspection. When the County determines the project or portion thereof is ready for final inspection, the County shall perform same. Upon completion of final inspection, the County will notify Contractor of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies. When all such errors have been corrected, a final re-inspection will be made. The process will be repeated until, in the opinion of the County, the project has been completed in compliance with the terms of the Contract Documents.

C.05 PAYMENT (Continued)

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

C.06 RETAINAGE

A **retainage** of 2.5% of the total contract amount shall be withheld from payments after 75% completion of the Work. Upon substantial completion, this retainage shall be reduced to 1% of the total contract amount plus such amount as the County may reasonably deem necessary to repair, replace, complete or correct any damaged, defective, incorrect or incomplete work. Upon final acceptance, the remaining retainage shall be included in the final payment.

C.07 WARRANTY AND GUARANTEE PROVISIONS

All work, materials, and equipment furnished as defined herein shall be guaranteed and warranted by the contractor for a minimum period of three (3) years, unless otherwise specified, from final acceptance by the 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 contractor is warranted and guaranteed by the contractor to be such as to meet the required standards and to accomplish the purposes and functions required standards and to accomplish the purposes and functions of the project as defined, detailed, and specified herein.

The County shall, following discovery thereof, promptly give written notice to the contractor of faulty materials, equipment, or workmanship within the period of the guarantee and the contractor 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 the County as to any claims or actions for breach of guaranty or breach of warranty that the County might have against parties other than the contractor, and do not constitute exclusive remedies of the County against the contractor.

C.8 ROYALTIES AND PATENTS

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

C.9 AUTHORIZED PRODUCT REPRESENTATION

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

C.10 REGULATIONS

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

C.11 CANCELLATION

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

C.12 INDEMNIFICATION

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

C.13 MANUALS, SCHEMATICS, HANDBOOKS (IF APPLICABLE)

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

C.14 INSURANCE

The contractor will not commence work under a contract until all insurance under this section and such insurance coverage as might be required by the County has been obtained. The contractor shall obtain, and submit to purchasing within 10 calendar days of request, at his expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

a. **Workers' Compensation/Employers' Liability**

Part One - There shall be no maximum limit (other than as limited by the applicable statute) for liability imposed by Florida Workers' Compensation Act or any other coverage required by the contract documents which are customarily insured under Part One of the standard Workers' Compensation Policy.

Part Two - The minimum amount of coverage required by the contract documents which are customarily insured under Part Two of the standard Workers' Compensation Policy shall be:

<u>\$100,000</u>	(Each Accident)
<u>\$500,000</u>	(Disease-Policy Limit)
<u>\$100,000</u>	(Disease-Each Employee)

b. **Commercial General Liability**

The limits are to be applicable only to work performed under this contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 03) a Commercial General Liability Policy with the following minimum limits.

General Aggregate:

Products/Completed Operations Aggregate	<u>\$1,000,000</u>
Personal and Advertising Injury	<u>\$1,000,000</u>
Each Occurrence	<u>\$1,000,000</u>
Fire Damage (Any One Fire)	<u>\$Nil</u>
Medical Expense (Any One Person)	<u>\$Nil</u>

c. **Business Auto Policy**

Each Occurrence Bodily Injury and	
Property Damage Liability Combined	<u>\$ 300,000</u>
Annual Aggregate (if applicable):	<u>\$1,000,000</u>

d. **County's Protective Liability Coverage**

The minimum OPC Policy limits per occurrence and, if subject to an aggregate, annual aggregate to be provided by the contractor shall be the same as the amounts shown above as the minimum per occurrence and general policy aggregate limits respectively required for the Commercial General Liability coverage. The limits afforded by the OPC Policy and any excess policies shall apply only to the County and the County's officials, officers, agents and employees and only to claims arising out of or in connection with the work under this contract.

C.14 INSURANCE (Continued)**e. Property Insurance**

If this contract includes construction of or additions to above ground buildings or structures, contractor shall provide "**Builder's Risk**" insurance with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).

f. Installation Floater

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

g. Certificates of Insurance and Copies of Policies

Certificates of Insurance in triplicate evidencing the insurance coverage specified in the six above paragraphs a., b., c., d., e., and f., shall be filed with the Purchasing Official before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the bid number, project title and location of project. Insurance shall remain in force at least one year after completion and acceptance of the project by the County, in the amounts and types as stated herein, with coverage for all products and services completed under this contract.

ADDITIONAL INSURED:

County of Manatee shall be specifically named as additional insured in each of the applicable policies.

If the initial insurance expires prior to the completion of operations and/or services by the contractor, renewal certificates of insurance and required copies of policies shall be furnished by the contractor and delivered to the Purchasing Official 30 days prior to the date of their expiration. Nothing herein shall in any manner create any liability of the County in connection with any claim against the contractor for labor, services, or materials, or of subcontractors; and nothing herein shall limit the liability of the contractor or contractor's sureties to the County or to any workers, suppliers, material men or employees in relation to this contract.

C.14 INSURANCE (Continued)

h. Certification Requirements – 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 Commissioners
P.O. Box 1000
Bradenton, FL 34206-1000
2. Certificate shall be mailed to:
Manatee County Purchasing
1112 Manatee Avenue West 8th Fl
Bradenton, FL 34205
Attn: Donna M. Stevens

C.15 BID BOND/CERTIFIED CHECK

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

C.16 PERFORMANCE AND PAYMENT BONDS

The successful bidder shall furnish surety bonds as security for faithful performance of the contract awarded as a result of this bid, and for the payment of all persons performing labor and/or furnishing material in connection therewith. Surety of such bonds shall be in an amount equal to the bid award (100% each) and from a duly authorized and nationally recognized surety company, authorized to do business in Florida, satisfactory to this County. The attorney-in-fact who signs the bonds must file with the bonds a certificate and effective dated copy of power-of-attorney. (Reference Florida Statute 255.05)

C.16 PERFORMANCE AND PAYMENT BONDS (Continued)

Furnishing the performance and payment bonds shall be requisite to execution of a contract with the County. Said performance and payment bonds will remain in force for the duration of the contract with the premiums paid by the contractor. Failure of successful bidder to execute such contract and to supply the required bonds shall be just cause for annulment of the award. The County may then contract with another acceptable bidder or re-advertise this Invitation For Bid. If another bidder is accepted, and notice given within 90 days after the opening of bids, this acceptance shall bind the bidder as though they were originally the successful bidder.

Failure of the County at any time, to require performance by the contractor of any provisions set out in the contract will in no way affect the right of the County, thereafter, to enforce the provisions. **Bonds are to remain in effect for one year after final payment becomes due.**

C.17 NO DAMAGES FOR DELAY

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County by reason of any delays. The Contractor shall not be entitled to an increase in the Total Contract Price or payment or compensation of any kind from the 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 Contractor for hindrance or delays due solely to fraud, bad faith, or active interference on part of the County or its agents. Otherwise, the Contractor 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.

C.18 NO INTEREST

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

C.19 CONSTRUCTION OF CONTRACT

This Contract and the rights and responsibilities hereunder shall not be construed more strongly against either party, regardless of the extent to which such party may have participated in the preparation hereof.

C.20 BE GREEN

All Vendors/Bidders/Quoters/Proposers (*as applicable*) 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.** Provide detail of your organization's initiative and its ability to meet the goal of environmental sustainability.

END OF SECTION C

SECTION 00100
BID SUMMARY

D.01 THE WORK

The work included in this contract consists of the construction associated with the bridge replacement project located in Section 20, Township 34 South, Range 17 East in Manatee County, Florida. The work included in this contract consists of the construction requirements of a roadway at three hundred and forty (340) feet and a bridge at thirty five (35) feet with the project name of Riverview Boulevard Bridge over McLewis Bayou per the submitted special provisions and plan set.

The Contractor shall furnish all shop drawings, working drawings, labor, materials, equipment, tools, services and incidentals necessary to complete all work required by these Specifications, the current Manatee County Public Works Utility Standards, Special Provisions and as shown on the Contract Drawings.

The Contractor 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 the Owner.

The Contractor 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 Contract Documents or not.

The work shall be constructed in accordance with the contract documents and the applicable state, county and local laws, rules, ordinances, and permits.

SECTION 00100
BID SUMMARY

D.02 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 the County for each bid item from any of the Bidders; and the Bidder shall respond within five days after the date of such request. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such subcontractor, supplier, persons or organization if requested by County. If County, after due investigation, has reasonable objection to any proposed subcontractor, supplier, other person or organization, County may, before the Notice of Award is given, request the apparent successful Bidder to submit an acceptable substitute without an increase in Contract Price or Contract Time.

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

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

D.03 BIDS

Bids are to be submitted in **triplicate, one original and two copies**, upon the County supplied forms. All blank spaces 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 mentioned therein. 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 bid requirements.

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.

D.04 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

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

The accuracy of the existing utility locations shown on the plans is approximate and without express or implied warranty. Each Bidder may, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies, and obtain any additional information and data which pertain to the physical conditions at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine his Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents. County will provide each Bidder access to the site to conduct such explorations and tests.

Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations. 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 Contractor in performing the Work are identified in the Contract Documents.

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

D.05 MATERIALS AND WORKMANSHIP

All materials and apparatus required for this Work, except as specifically 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.06 REGULATIONS AND MATERIAL DISPOSAL

It shall be the responsibility of the contractor to assure compliance with any OSHA, EPA, federal, state, and/or local rules, regulations or other requirements as each may apply.

D.07 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 Contractor shall remedy any deficiencies promptly should the County determine any work is incomplete or defective.

When the County determines the Work is acceptable in accordance with this Invitation for Bid, the Contractor shall provide the close out submittals, including but not necessarily limited to the following:

- | | | |
|-------|-----------------------------------|-------------------|
| 1 set | Certificate of warranties | |
| 1 set | Manufacturer's product literature | (when applicable) |
| 1 set | Project Record Drawings | |
| 1 set | Subcontractor Information | (when applicable) |

D.08 DISCRETIONARY WORK

This Bid Item entails minor increases (that may be directed by staff) to existing bid item quantities or minor modification items not bid which were unforeseen and necessary during the construction to provide a safe, complete project in accordance with Bid Documents. (This will not affect the requirement for change orders involving major modifications to the project.) Payment for all Work under this item shall be made only at the County's discretion in order to satisfactorily complete the project. In general, this item is for unanticipated conflicts and/or design changes required during construction which are necessary to complete the project without changing the initial scope of Work and without costly delays.

D.09 PROGRESS REQUIREMENTS

- A. All work done under this Contract shall be done with a minimum of inconvenience to the private property owners in the area. The contractor 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.
- B. The contractor shall coordinate his work to maintain boat traffic under the proposed bridge.

END OF SECTION D

SECTION 00150
MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION

E.01 Vendor Registration

All vendors are encouraged to register with Manatee County using the on-line "Vendor Registration" web page on www.mymanatee.org.

Enclosed are a copy of the current Manatee County law that details the County's Local Preference and the County's definition of a Local Business.

If you assert that your firm meets the stated definition of a Local Business, we ask that in addition to registering on the County's Web page, you fill out the attached "**Affidavit As To Local Business Form**" that is included in this section, have the completed document notarized, and mail the original to the following address: Manatee County Administration Center, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205.

Your cooperation in registering your business with Manatee County will enhance our opportunities to identify sources for goods and services, plus identify Local Businesses. This information is used for soliciting quotations up to \$250,000.00 and for competitive solicitations of larger purchases.

You will note that Manatee County collaborates with the Manatee Chamber of Commerce, posting bids on www.manateechamber.com as well as using the same vendor categories for registration.

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

Quick steps to registration: **www.mymanatee.org**

A link to "Purchasing" is listed under "Quick Links" on page one of the County Web Site.

On the left hand side of the Purchasing Web page, click on "Vendor Registration".

This will bring up the Vendor Registration form for on-line input. Please note that the definition of a "Local Business" changed on March 17, 2009. The Web page will be updated to include the current Law which has been provided in this section of the bid.

Thank you for reviewing this information and considering registering your business with Manatee County. Registration is not mandatory; however, by taking the time to register, you are helping the County to provide timely notifications of quotation, bid and proposal opportunities to your business.

E.02 Section 2-26-6. Local preference, tie bids, local business defined.

(a) Whenever a responsible local business bidder and a responsible non-local business bidder are found, upon the opening of bids, to have both submitted the lowest responsive bid, the bid of the local bidder shall be awarded the contract. Should more than one responsible local business bidder match the responsible non-local business bidder's lowest responsive bid, or should no responsible local business bidder match the lowest responsive bid but two or more responsible non-local business bidders submit lowest responsive bids for equal amounts, then the award of the contract shall be determined by a chance drawing, coin toss, or similar tie-breaking method conducted by the purchasing office and open to the public. Any bidders seeking to be recognized as local businesses for purposes of this local business preference provision may be required by the terms of the bid announcement to certify they meet the definition of local business set forth in this section, and to register as a local business with the County in the manner prescribed by the County to facilitate the County's ability to track the award of contracts to local businesses and to allow the County to provide future notifications to its local businesses concerning other bidding opportunities.

(b) Nothing herein shall be deemed to prohibit the inclusion of requirements with respect to operating and maintaining a local place of business in any invitation for bids when the bidder's location materially affects the provisions of the services or supplies that are required by the invitation.

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

(d) Each solicitation for bids made by the County shall contain terms expressly describing the local business preference policies of the County, and shall provide that by electing to submit a bid pursuant to a request for bids, all bidders are deemed to understand and agree to those policies.

(e) For all contracts for architecture, professional engineering, or other professional services governed by Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, the County shall include the local business status of a firm among the factors considered when selecting which firms are "most highly qualified." In determining which firm is the "most qualified" for purposes of negotiating a satisfactory contract, preference shall be given to a local business where all other relevant factors are equal.

(f) Local preference shall not apply to the following categories of contracts:

1. Goods or services provided under a cooperative purchasing agreement or similar "piggyback" contract;
2. Contracts for professional services subject to Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, except as provided for in subsection (e) above;

E.02 Section 2-26-6. Local preference, tie bids, **local business defined.** (Continued)

3. Purchases or contracts 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;

4. Purchases or contracts made pursuant to a non-competitive award process, unless otherwise provided by this section;

5. 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.

(g) To qualify for local preference under this section, **a local business must certify to the County that it:**

1. Has not within the five years prior to the bid announcement admitted guilt or been found guilty by any court or state or federal regulatory enforcement agency of violation of any criminal law, or a law or administrative regulation regarding fraud;

2. Is not currently subject to an unresolved citation or notice of violation of any Manatee County Code provision, except citations or notices which are the subject of a current legal appeal, as of the date of the bid announcement;

3. Is not delinquent in the payment of any fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, except any such sums which are the subject of a current legal appeal.

Ref: Ordinance 09-21 and 09-23 **PASSED AND DULY ADOPTED** in open session, with a quorum present and voting, on the 17th day of March, 2009.

END OF SECTION E

**MANATEE COUNTY GOVERNMENT
AFFIDAVIT AS TO LOCAL BUSINESS
(Complete and Initial Items B-F)**

A. Authorized Representative

I, [name] _____, am the [title] _____ and the duly authorized representative of: [name of business] _____, and that I possess direct personal knowledge to make informed responses to these certifications and the legal authority to make this Affidavit on behalf of myself and the business for which I am acting; and by electing to submit a bid pursuant to this Invitation for Bids, shall be deemed to understand and agree to the local business preference policies of Manatee County; and that I have the direct knowledge to state that this firm complies with all of the following conditions to be considered to be a Local Business as required by the Manatee County Code of Law, Section 2-26-6.

B. Place of Business: I certify that the above business is legally authorized to engage in the sale of goods and/or services and has a physical place of business in Manatee, DeSoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one (1) fulltime employee at that location. The physical address of the location which meets the above criteria is: _____ [Initial] _____

Business Phone Number: _____

Email Address: _____

C. Business History: I certify that business operations began at the above physical address with at least one fulltime employee on [date] _____ [Initial] _____

D. Criminal Violations: I certify that within the past five years of the date of this Bid announcement, this business has not admitted guilt nor been found guilty by any court or local, state or federal regulatory enforcement agency of violation of any criminal law or administrative regulation regarding fraud. [Initial] _____

E. Citations or Code Violations: I certify that this business is not currently subject to any unresolved citation or notice of violation of any Manatee County Code provision, with the exception of citations or notices which are the subject of a legal current appeal within the date of this bid announcement. [Initial] _____

F. Fees and Taxes: I certify that this business is not delinquent in the payment of fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, with the exception of those which are the subject of a current legal appeal. [Initial] _____

Each of the above certifications is required to meet the qualification of "Local Business" under Manatee County Code of Law, 2-26-6.

Signature of Affiant _____

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by (name of person making statement).

(Notary Seal) Signature of Notary: _____

Name of Notary: (Typed or Printed) _____

Personally Known ____ OR Produced Identification ____ Type of Identification Produced _____

Submit executed copy to Manatee County Purchasing - Suite 803 - 1112 Manatee Avenue West - Bradenton, FL 34205

**BID FORM
SECTION 00300
(SUBMIT IN TRIPLICATE)**

For: Riverview Boulevard Bridge at McLewis Bayou

TOTAL BID PRICE (BID "A"): _____
Based on a Completion Time of 270 calendar days
TOTAL BID PRICE (BID "B"): _____
Based on a Completion Time of 200 calendar days

Two schedules for Completion of the Work shall be considered. Each bid for completion by the specified stated time shall be offered as a separate "Total Bid Price". The County has the sole authority to select the bid based on the Completion Time which is the best interest of the County. Only one award shall be made.

We, the undersigned, hereby declare that we have carefully reviewed the bid documents, and with full knowledge and understanding of the aforementioned herewith submit this bid, meeting each and every specification, term, and condition contained in the Invitation for Bids.

We understand that the bid technical specifications, terms, and conditions in their entirety shall be made a part of any agreement or contract between Manatee County and the successful bidder. Failure to comply shall result in contract default, whereupon, the defaulting contractor shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by the County.

Communications concerning this Bid shall be addressed as follows:

Person's Name: _____

Address: _____ Phone: _____

Date: _____ FL Contractor License# _____

License in the Name of: _____

Bidder is a WBE/MBE Vendor? _____ Certification _____

COMPANY'S NAME: _____

AUTHORIZED SIGNATURE(S): _____

Name and Title of Above Signer(s) _____

CO. MAILING ADDRESS: _____

STATE OF INCORPORATION _____ (if applicable)

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

Email address: _____

I, _____ on _____ attest that I have visited the
(date)

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: _____

BID FORM
(Submit in Triplicate)
Section 00300

BID "A"

IFB# 12-0768-DS
Riverview Blvd Bridge over McLewis Bayou
Based on Completion Time of 270 Calendar Days

ITEM NUMBER	FDOT ITEM	DESCRIPTION	U/M	QTY.	BID PRICE PER UNIT	TOTAL BID PRICE
1	101-1	MOBILIZATION	LS	1	\$	\$
2	102-1	MAINTENANCE OF TRAFFIC	LS	1	\$	\$
3	104-10-3	SEDIMENT BARRIER	LF	740	\$	\$
4	104-11	TURBIDITY BARRIER FLOATING	LF	233	\$	\$
5	104-18	INLET PROTECTION SYSTEM	EA	1	\$	\$
6	110-1-1	CLEARING AND GRUBBING	LS	1	\$	\$
7	110-3	REMOVAL OF EXISTING STRUCTURE	LS	1	\$	\$
8	110-7-1	MAILBOX, F & I SINGLE	EA	1	\$	\$
9	120-1	REGULAR EXCAVATION	CY	134	\$	\$
10	120-5	CHANNEL EXCAVATION	CY	135	\$	\$
11	120-6	EMBANKMENT	CY	64	\$	\$
12	160-4	TYPE B STABILIZATION	SY	1108	\$	\$
13	285-701	OPTIONAL BASE, GROUP 01	SY	222	\$	\$
14	285-706	OPTIONAL BASE, GROUP 06	SY	706	\$	\$
15	334-1-12	ASPHALTIC CONCRETE, TRAFFIC B, SUPERPAVE	TN	123.2	\$	\$
16	339-1	MISCELLANEOUS ASPHALT PAVEMENT	TN	8.2	\$	\$
17	400-2-10	CONCRETE CLASS II-APPROACH SLABS	CY	82	\$	\$
18	400-4-4	CONCRETE CLASS IV-SUPERSTRUCTURE	CY	25	\$	\$
19	400-4-5	CONCRETE CLASS IV-SUBSTRUCTURE	CY	136	\$	\$
20	400-7	BRIDGE FLOOR GROOVING	SY	125	\$	\$
21	415-1-4	REINFORCING STEEL-SUPERSTRUCTURE	LB	1,573	\$	\$
22	415-1-5	REINFORCING STEEL-SUBSTRUCTURE	LB	13,383	\$	\$
23	415-1-9	REINFORCING STEEL-APPROACH SLABS	LB	15,618	\$	\$
24	450-3-25	PRESTRESSED SLAB UNITS, WIDTH 60", THICKNESS 15" (7 PIECES)	LF	244	\$	\$
25	455-14-3	CONCRETE SHEET PILING, 10"X30" (57 PIECES)	LF	920	\$	\$
26	455-14-5	CONCRETE SHEET PILING, SPECIAL, CORNER (5 PIECES)	LF	100	\$	\$
27	455-34-5	PRESTRESSED CONCRETE PILING, 24" SQ	LF	280	\$	\$
28	455-133-3	STEEL SHEET PILING - PERMANENT	SF	5,766	\$	\$

Authorized Signature _____

Bidder: _____

BID FORM
(Submit in Triplicate)
Section 00300

BID "A"

IFB# 12-0768-DS
Riverview Blvd Bridge over McLewis Bayou
Based on Completion Time of 270 Calendar Days

ITEM NUMBER	FDOT ITEM	DESCRIPTION	U/M	QTY.	BID PRICE PER UNIT	TOTAL BID PRICE
29	455-143-5	TEST PILES-PRESTRESSED CONCRETE, 24" SQ	LF	70	\$	\$
30	458-1-11	BRIDGE DECK EXPANSION JOINT, F & I, POURED JOINT W/BACKER ROD	LF	70	\$	\$
31	460-70-2	ALUMINUM BULLET RAILING - DOUBLE RAIL	LF	378	\$	\$
32	521-5-1	CONCRETE TRAFFIC RAILING, BRIDGE 32" F SHAPE	LF	378	\$	\$
33	522-2	SIDEWALK CONCRETE, 6" THICK	SY	31	\$	\$
34	530-3-3	RIP RAP-RUBBLE, BANK AND SHORE	TN	50.2	\$	\$
35	530-3-4	RIP RAP-RUBBLE, DITCH LINING	TN	38.9	\$	\$
36	530-74	BEDDING STONE	TN	27.1	\$	\$
37	536-1-1	GUARDRAIL, ROADWAY	LF	162.5	\$	\$
38	536-85-24	GUARDRAIL END ANCHORAGE ASSEMBLY- PARALLEL	EA	2	\$	\$
39	544-75-40	CRASH CUSHION - OPTIONAL	EA	2	\$	\$
40	570-1-2	PERFORMANCE TURF, SOD	SY	371	\$	\$
41	700-20-11	SINGLE POST SIGN, FURNISH & INSTALL	AS	2	\$	\$
42	700-20-60	SINGLE POST SIGN, REMOVE	EA	4	\$	\$
43	705-10-3	OBJECT MARKER, TYPE 3	EA	4	\$	\$
44	706-3	RETRO-REFLECTIVE PAVEMENT MARKERS	EA	18	\$	\$
45	711-11-111	THERMOPLASTIC, STANDARD, WHITE, SOLID, 6"	NM	0.14	\$	\$
46	711-11-211	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 6"	NM	0.14	\$	\$
47		UTILITY COORDINATION	LS	1	\$	\$
48		MISCELLANEOUS WORK AND CLEANUP	LS	1	\$	\$
		DISCRETIONARY WORK (ROADWAY) (DO NOT BID)				\$100,000.00
		SUBTOTAL ROADWAY				\$
49		LEAK DETECTION VALVE AND MANHOLE, 8"	EA	1	\$	\$
50		UTILITY PIPE, DIRECTIONAL BORE, HDPE DR-11 CLASS 160, WATER, 8.0"	LF	368	\$	\$
51		UTILITY PIPE, REMOVE & DISPOSE, 8.0"	LF	354	\$	\$
52		UTILITY FIXTURES, F&I, 8.0", 45 DEGREE BEND	EA	4	\$	\$

Authorized Signature _____

Bidder: _____

BID FORM
(Submit in Triplicate)
Section 00300

BID "A"

IFB# 12-0768-DS
Riverview Blvd Bridge over McLewis Bayou
Based on Completion Time of 270 Calendar Days

ITEM NUMBER	FDOT ITEM	DESCRIPTION	U/M	QTY.	BID PRICE PER UNIT	TOTAL BID PRICE
53		UTILITY FIXTURES, F&I, 8.0", GATE VALVE ASSEMBLY	EA	1	\$	\$
		DISCRETIONARY WORK (WATERMAIN) (DO NOT BID)				\$5,000.00
		SUBTOTAL WATERMAIN				\$
54		UTILITY PIPE, DIRECTIONAL BORE, HDPE DR-11 CLASS 160, SEWER, 4.0"	LF	325	\$	\$
55		UTILITY PIPE, REMOVE & DISPOSE, 4.0"	LF	305	\$	\$
56		UTILITY FIXTURES, F&I, 4.0", PLUG VALVE ASSEMBLY	EA	2	\$	\$
57		UTILITY FIXTURES, F&I, 4.0", 45 DEGREE BEND	EA	4	\$	\$
58		ABOVE GROUND AIR RELEASE VALVE ASSY FOR FORCE MAINS	EA	1	\$	\$
59		ADJUST MANHOLE TOP, SANITARY	EA	1	\$	\$
		DISCRETIONARY WORK (SANITARY SEWER) (DO NOT BID)				\$5,000.00
		SUBTOTAL SANITARY SEWER				\$
		TOTAL BID PRICE (BID "A") 270 calendar day completion				\$

Authorized Signature_____

Bidder:_____

BID FORM
(Submit in Triplicate)
Section 00300

BID "B"

IFB# 12-0768-DS
Riverview Blvd Bridge over McLewis Bayou
Based on Completion Time of 200 Calendar Days

ITEM NUMBER	FDOT ITEM	DESCRIPTION	U/M	QTY.	BID PRICE PER UNIT	TOTAL BID PRICE
1	101-1	MOBILIZATION	LS	1	\$	\$
2	102-1	MAINTENANCE OF TRAFFIC	LS	1	\$	\$
3	104-10-3	SEDIMENT BARRIER	LF	740	\$	\$
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18	400-4-4	CONCRETE CLASS IV-SUPERSTRUCTURE	CY	25	\$	\$
19	400-4-5	CONCRETE CLASS IV-SUBSTRUCTURE	CY	136	\$	\$
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24	450-3-25	PRESTRESSED SLAB UNITS, WIDTH 60", THICKNESS 15" (7 PIECES)	LF	244	\$	\$
25	455-14-3	CONCRETE SHEET PILING, 10"X30" (57 PIECES)	LF	920	\$	\$
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Authorized Signature _____

Bidder: _____

BID FORM
(Submit in Triplicate)
Section 00300

BID "B"

IFB# 12-0768-DS
Riverview Blvd Bridge over McLewis Bayou
Based on Completion Time of 200 Calendar Days

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47		UTILITY COORDINATION	LS	1	\$	\$
48		MISCELLANEOUS WORK AND CLEANUP	LS	1	\$	\$
		DISCRETIONARY WORK (ROADWAY) (DO NOT BID)				\$100,000.00
		SUBTOTAL ROADWAY				\$
49		LEAK DETECTION VALVE AND MANHOLE, 8"	EA	1	\$	\$
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51		UTILITY PIPE, REMOVE & DISPOSE, 8.0"	LF	354	\$	\$
52		UTILITY FIXTURES, F&I, 8.0", 8" - 45 DEGREE BEND	EA	4	\$	\$

Authorized Signature _____

Bidder: _____

BID FORM
(Submit in Triplicate)
Section 00300

BID "B"

IFB# 12-0768-DS
Riverview Blvd Bridge over McLewis Bayou
Based on Completion Time of 200 Calendar Days

ITEM NUMBER	FDOT ITEM	DESCRIPTION	U/M	QTY.	BID PRICE PER UNIT	TOTAL BID PRICE
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		DISCRETIONARY WORK (WATERMAIN) (DO NOT BID)				\$5,000.00
		SUBTOTAL WATERMAIN				\$
54		UTILITY PIPE, DIRECTIONAL BORE, HDPE DR-11 CLASS 160, SEWER, 4.0"	LF	325	\$	\$
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58		ABOVE GROUND AIR RELEASE VALVE ASSY FOR FORCE MAINS	EA	1	\$	\$
59		ADJUST MANHOLE TOP, SANITARY	EA	1	\$	\$
		DISCRETIONARY WORK (SANITARY SEWER) (DO NOT BID)				\$5,000.00
		SUBTOTAL SANITARY SEWER				\$
		TOTAL BID PRICE (BID "B") 200 calendar day completion				\$

Authorized Signature _____

Bidder: _____

**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. #12-0768-DS
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 the 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 _____, 2012.

(Impress official seal)

Notary Public, State of Florida: _____

My commission expires: _____

SECTION 00430
CONTRACTOR'S QUESTIONNAIRE
 (Submit in Triplicate)

The Bidder warrants the truth and accuracy of all statements and answers herein contained. (Include additional sheets if necessary.)

THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR BID/QUOTE.

1. LICENSE #: _____
 License Issued to _____
 COMPANY'S NAME: _____

 CO. PHYSICAL ADDRESS _____

 CITY _____
 _____ STATE of INCORPORATION, IF APPLICABLE) _____ (ZIP CODE) _____
 (____) _____ TELEPHONE NUMBER: (____) _____ FAX _____
 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. Your organization has been in business (under this firm's name) as a

 for how many years? _____ Is this firm in bankruptcy? _____
- The Awarded Contractor must have five (5) years experience with experience demonstrated in this type of construction which is the subject of this IFB to be considered for award.**
- _____ Years holding a Certified General Contractors License
 _____ Years experience performing this type of project.
- BIDDER: _____

Has license ever been suspended, revoked, removed or under investigation?

5. Describe and give the date and County of the last three government projects you've completed which are similar in cost, type, size, and nature as the one proposed (for a public entity), include contact name and phone number. Provide the Budget, Actual Cost, Size and Summary of Work for each project. "Attach additional pages as necessary".

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

7. Have you ever failed to complete work awarded to you? Or provide projects not completed within contract time. If so, state when, where (Contact name, address, phone number) and why?

8. Have you ever been debarred or prohibited from bidding on a governmental entity's construction project? If yes, name the entity and describe the circumstances:

BIDDER: _____

9. Name three individuals, governmental entities, or corporations for which you (Bidding Entity) have performed similar work and to which you refer. Include contact name and phone number: Attach a written narrative regarding strategy for obtaining and installing plant material (including direct seeding) in order to demonstrate a sufficient understanding of the relatively complex nature the planting specified for this project.

1. _____
 2. _____
 3. _____

10. What specific steps have you taken to examine the physical conditions at or contiguous to the site, including but not limited to, the location of existing underground facilities?

Have you visited the site (s)? _____

Provide date/ (s) of site visit: _____

11. What specific physical conditions, including, but not limited to, the location of existing underground facilities have you found which will, in any manner, affect cost, progress, performance, or finishing of the work?

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

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

BIDDER: _____

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

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

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

Surety's Name: _____

Surety's Address: _____

Surety's Address: _____

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

Phone: (_____) _____

Email _____

BIDDER: _____

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION**SWORN STATEMENT PURSUANT TO ARTICLE 6,
MANATEE COUNTY PURCHASING CODE**

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

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

[Print individual's name and title]

____ for _____ [print name of entity submitting sworn statement]

whose business address is? _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN, include

the Social Security Number of the individual signing this sworn statement: _____

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

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

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

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

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

(5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such 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.

(Cont'd.)

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

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

[Signature]

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 2012 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.

SECTION 00500
**FORM OF AGREEMENT
 BETWEEN THE
 COUNTY OF MANATEE, FLORIDA
 AND THE CONTRACTOR AS IDENTIFIED BELOW
 ON THE BASIS OF A STIPULATED UNIT COST CONTRACT PRICE**

THIS AGREEMENT is made and entered into by and between the COUNTY OF MANATEE, a political subdivision of the state of Florida, hereinafter referred to as the "OWNER" and XXXXXXXXXXXXXXXXXXXXXXXXXXXX hereinafter referred to as the "CONTRACTOR," duly authorized to transact business in the state of Florida, with offices located at XXXXXXXXXXXXXXXXXXXXXXXXXXXX Phone: () _____

Article 1. WORK

CONTRACTOR shall furnish all labor, materials, supplies, and other items required to complete the Work for IFB No. 12-0768-DS Riverview Boulevard Bridge at McLewis Bayou in strict accordance with Contract Documents and any duly authorized subsequent addenda thereto, all of which are made a part hereof.

Article 2. ENGINEER

The County of Manatee, Public Works Department, is responsible as the OWNER and Wade Trim Inc. hereinafter referred to as "ENGINEER," designed this project and is responsible for technical/engineering reviews and decisions. The ENGINEER is a member of the OWNER'S project management team which is collectively responsible in ensuring the Work is completed in accordance with the Contract Documents.

All communication involving this project will be addressed to Ms Eyra Cash, P.E. Public Works Department and to Wade Trim Inc. All invoicing will be addressed to the attention of Ms. Eyra Cash, (address noted below) with invoice copies sent to Mr. Larry I. Josephson P.E. of Wade Trim Inc.

County of Manatee
Public Works Department
Attention: Ms. Eyra Cash, P.E.
IFB# 12-0768-DS
Project Manager
1022 26th Avenue East
Bradenton Florida 34208
Phone (941) 708-7450 Ext. 7344

Wade Trim Inc.
EOR
Attn: Mr. Lawrence I. Josephson, P.E.
IFB# 12-0768-DS
8745 Henderson Road
Suite 220
Tampa, Florida 33634
Phone (813) 882-8366

Where the terms ENGINEER and/or OWNER are used in the Contract Documents, it shall mean the OWNER'S project management team.

Article 3. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 3.1 CONTRACTOR has familiarized itself with the nature and extent of the Bid Documents, Work, site, locality and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 3.2 CONTRACTOR has studied carefully all drawings of the physical conditions upon which CONTRACTOR is entitled to rely.
- 3.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies which pertain to the physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Bid Documents; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

- 3.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Bid Documents with respect to existing underground facilities at or contiguous to the site and assumes responsibility for the accurate location of said underground facilities. Any additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said underground facilities conducted by the CONTRACTOR will be done at the CONTRACTOR'S expense.
- 3.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Bid.
- 3.6 CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that have been discovered in the Bid Documents and the written resolution thereof by OWNER is acceptable to CONTRACTOR.
- 3.7 CONTRACTOR shall schedule and perform the Work subject to OWNER'S approval and shall hold OWNER harmless from all liabilities incurred due to CONTRACTOR'S failure to coordinate with the OWNER.

Article 4. CONTRACT DOCUMENTS

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

- 4.1 This Agreement and Bid Document **IFB#12-0768-DS**
- 4.2 Performance and/or other Bonds and Insurance Certificate(s)
- 4.3 Drawings (attached by reference)
- 4.4 Addenda numbers _____ to _____, inclusive.
- 4.5 CONTRACTOR'S Bid Form and any other information submitted by Contractor prior to Notice of Award.

- 4.6 The following which may be delivered or issued after the effective date of the Agreement and are not attached hereto: all written Change Orders and other documents amending, modifying, or supplementing the Contract Documents.
- 4.7 The documents listed in paragraphs above are attached to this Agreement (except as noted otherwise above). There are no Contract Documents other than those listed above in this Article 4.

Article 5.

MISCELLANEOUS

- 5.1 Terms used in this Agreement are defined in Article 1 of the General Conditions.
- 5.2 No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law); and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignee from any duty or responsibility under the Contract Documents.
- 5.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

The OWNER will pay, and the CONTRACTOR will accept in full consideration for the performance of the Work (**IFB No. #12-0768-DS, Riverview Boulevard Bridge at McLewis Bayou** subject to additions and deductions as provided therein, the sum of Dollars and xxxxxxxxxxxxxx Cents (\$ xxxxxxxxxxxxxx) for Bid "X" based on Completion Time of xxx calendar days and the sum of **\$1,148.00** as liquidated damages for each calendar day of delay.

Contractor

By: _____

Print Name: _____

Title: _____

MANATEE COUNTY GOVERNMENT

BY: _____ For the County
Signature

Melissa Assha, Interim Purchasing Official
Name and Title of Signer

Date: _____

SECTION 00700
GENERAL CONDITIONS

ARTICLE I - DEFINITIONS

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

Addendum - Written or graphic instruments issued prior to the opening of bids which clarify or change the bidding documents or the contract documents.

Agreement - The written Agreement between Owner and Contractor covering the Work to be performed; other contract documents are attached to the Agreement and made a part thereof as provided therein.

Written Amendment - A written amendment of the contract documents, signed by Owner and Contractor on or after the effective date of the Agreement and normally dealing with the non-engineering or non-technical rather than strictly work related aspects of the contract documents.

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

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

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

Bidder - One who submits a bid directly to the Owner, as distinct from a sub-bidder, who submits a bid to a Bidder.

Bidding Documents - Consists of the Invitation For Bid, which includes but is not limited to: the bid form, drawings, technical specifications, terms and conditions, and the proposed contract documents (including all Addenda issued prior to receipt of bids); and becomes a part of the Agreement.

Bonds - Performance and payment bonds and other instruments of security.

Change Order - A document recommended by Project Representative which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the contract price or the contract time, issued on or after the effective date of the Agreement.

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

Contract Documents - The Agreement, Addenda (which pertain to the contract documents), Contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the Notice of Award), the bonds, the specifications, Special Provisions and the drawings, together with all amendments, modifications and supplements issued on or after the effective date of the Agreement.

Contract Price - The monies payable by Owner to Contractor under the contract documents as stated in the Agreement.

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

Contractor - The person, firm or corporation with whom Owner has entered into an Agreement.

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

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

Discretionary - Payment for all work that shall be made only at the Owner's discretion in order to satisfactorily complete the project in accordance with the Plans and Specifications.

Drawings - The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by Engineer and are referred to in the bidding and contract documents.

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

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

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

Field Order - A written order issued by Project Representative which orders minor changes in the Work, but which does not involve a change in the contract price or the contract time.

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

Non-prejudicial Delay - Any delay impacting a portion of the Work within the available total float or slack time and not necessarily preventing completion of the Work within the contract time.

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

Notice of Intent to Award - The written notice to the apparent low bidder stating Award has been recommended with final Award to be authorized by the Board of County Commissioners.

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

Owner - Manatee County, Florida, Board of County Commissioners.

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

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

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

Project - The total construction of which the Work to be provided under the contract documents may be the whole or a part as indicated elsewhere in the contract documents.

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

Schedule of Values – Unit Prices shall be established for this contract by the submission of a schedule of values. The Contractor shall submit a Schedule of Values within ten days of Notice to Proceed date. The Schedule shall include quantities and prices of items equaling the Total Bid Price and will subdivide the Work into components parts 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

Specifications - Those portions of the contract documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

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

Substantial Completion - The Work (or a specified part thereof) has progressed to the point when, in the opinion of the Engineer as evidenced by Engineer's definitive certificate of Substantial Completion, it is sufficiently complete in accordance with contract documents so that the work can be utilized for the purposes for which it is intended; or if there be no such certificate issued, when final payment is due.

Successful Bidder - The lowest qualified, responsible and responsive bidder to whom an award is made.

Supplier - A manufacturer, fabricator, supplier, distributor, materialman or vendor.

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

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

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

Work Directive Change - A written directive to contractor, issued on or after the effective date of the Agreement and signed by Owner and recommended by Project Representative ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed or to emergencies. A work directive change may not change the contract price or the contract time; but is evidence that the parties expect that the change directed or documented by a work directive change will be incorporated in a subsequently issued change order following negotiations by the parties as to its effect, if any, on the contract price or contract time.

ARTICLE 2 - PRELIMINARY MATTERS

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

- 2.1 The Contractor must submit a proposed schedule of the Work at the preconstruction conference. The purpose of this schedule is to enable the Owner to govern the Work, to protect the functions of the local government and its citizens and to aid in providing appropriate surveillance. The Owner shall have the right to reschedule work provided such rescheduling is in accord with the remainder of terms of the contract. The schedule shall show, as a minimum, the approximate dates on which each segment of the work is expected to be started and finished, the proposed traffic flows during each month, the anticipated earnings by the Contractor for each month and the approximate number of crews and equipment to be used. The Owner, after necessary rescheduling and obtaining additional information for specific purposes, shall review and approve the schedule. The Contractor shall also forward to the Owner, as soon as practicable after the first day of each month, a summary report of the progress of the various parts of the work under the contract, in fabrication and in the field, stating the existing status, estimated time of completion and cause of delay, if any. Together with the summary report, the Contractor shall submit any necessary revisions to the original schedule for the Owner's review and approval. In addition, more detailed schedules may be required by the Owner for daily traffic control.
- 2.2 A Notice to Proceed may be given at any time within thirty (30) days after the effective date of the Agreement. The contract time will commence at the time specified in such notice. Contractor shall start to perform the Work on the date specified in the notice to proceed, but no work shall be done at the site prior to the date on which the contract time commences to run.
- 2.3 If at any time the materials and appliances to be used appear to the Owner as insufficient or improper for securing the quality of work required or the required rate of progress, the Owner may order the Contractor to increase his efficiency or to improve the character of his work and the Contractor shall conform to such an order. The failure of the Owner to demand any increase of such efficiency of any improvement shall not release the Owner from his obligation to secure the quality of work or the rate of progress necessary to complete the Work within the limits imposed by the contract. The Owner may require the Contractor to remove from the Work such employees as the Owner deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the Work is deemed to be contrary to the Owner's interest.
- 2.4 The Owner reserves the right to let other Contracts in connection with this Work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and execution of their Work, and promptly connect and coordinate the Work with theirs.

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

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

Should a conflict exist within the contract documents, the precedence in ascending order of authority are as follows: 1) Standard Printed Contract Documents, 2) Special Conditions, 3) General Conditions and 4) Drawings.,
Note: Computed dimensions shall govern over scaled dimensions.

- 3.2 It is the intent of the contract documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the contract documents. Any work, materials or equipment that may reasonably be inferred from the contract documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, materials, or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the contract documents) shall be effective to change the duties and responsibilities of Owner, Contractor or Engineer, or any of their agents or employees from those set forth in the Contract Documents.

- 3.3 The contract documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

3.3.1 A Formal Written Amendment

3.3.2 A Change Order

3.3.3 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 Discretionary 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 Owner's written consent given after prior notice to Engineer (at least 72 hours in advance).
- 4.2.1 Contractor shall pay for all additional engineering charges to the Owner for any overtime work which may be authorized. Such additional engineering charges shall be a subsidiary obligation of Contractor and no extra payment shall be made by Owner on account of such overtime work. At Owner's option, overtime costs may be deducted from Contractor's monthly payment request or Contractor's retainage prior to release of final payment.
- 4.3 Unless otherwise specified, Contractor shall furnish and assume full responsibility for all bonds, insurance, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.
- 4.4 All materials and equipment shall be of good quality and new, except as otherwise provided in the contract documents. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instruction of the applicable supplier except as otherwise provided in the contract documents.
- 4.5 Contractor shall be fully responsible to Owner for all acts and omissions of the subcontractors, suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between Owner or Engineer and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of Owner to pay or to see to the payment of any monies due any such subcontractor, supplier or other person or organization.

- 4.6 Permits: Unless otherwise provided, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.
- 4.7 During the progress of the Work, Contractor shall keep the premises free from accumulation of waste materials rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery and surplus materials and shall leave the site clean and ready for occupancy by Owner. Contractor shall restore to original conditions all property not designated for alteration by the Contract Documents.
- 4.8 Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.
- 4.9 Safety and Protection: Contractor shall comply with the Florida Department of Commerce Safety Regulations and any local safety regulations. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:
- 4.9.1 all employees on the work and other persons and organizations who may be affected thereby;
 - 4.9.2 all the work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
 - 4.9.3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for the protection required by public authority or local conditions. Contractor shall provide reasonable maintenance of traffic way for the public and preservation of the Owner's business, taking into full consideration all local conditions. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed.

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

- 4.12 The Contractor shall furnish, free of charge, all labor, stakes, surveys, batter boards for structures, grade lines and other materials and supplies and shall set construction stakes and batter boards for establishing lines, position of structures, slopes and other controlling points necessary for the proper prosecution of the 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 Owner, before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.
- 4.14 If the Contractor, in the course of the work, finds that the drawings and/or Contract Documents cannot be followed, he shall immediately inform the Owner in writing, and the Owner shall promptly check the accuracy of the information. Any work done after such discovery, until any necessary changes are authorized, will be done at the Contractor's risk.

ARTICLE 5 - OWNER'S RESPONSIBILITIES

- 5.1 Owner shall furnish the data required of Owner under the contract documents promptly and shall make payments to the Contractor within a reasonable time (no more than 20 days) after the Work has been accepted by the Owner. The form of all submittals, notices, change orders and other documents permitted or required to be used or transmitted under the contract documents shall be determined by the Owner/Engineer. Standard County forms shall be utilized.
- 5.2 The Owner shall provide the lands upon which the Work under this contract is to be done, except that the Contractor shall provide all necessary additional land required for the erection of temporary construction facilities and storage of his materials, together with right of access to same.

- 5.3 The Owner shall have the right to take possession of and use any completed portions of the work, although the time for completing the entire work or such portions may not have expired, but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents.

ARTICLE 6 - CHANGES IN THE WORK

- 6.1 Without invalidating the Agreement and without notice to any surety, Owner may, at any time, order additions, deletions or revisions in the Work. These will be authorized by a written amendment, a change order, or a work directive change. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the contract documents (except as otherwise specifically provided).
- 6.2 Contractor shall not be entitled to an increase in the contract price or an extension of the contract time with respect to any Work performed that is not required by the contract documents as amended, modified and supplemented.
- 6.3 Owner and Contractor shall execute appropriate change orders (or written amendments) covering changes in the Work which are ordered by Owner, or which may be required because of acceptance of defective Work.
- 6.4 At any time Engineer may request a quotation from Contractor for a proposed change in the Work and within twenty-one (21) calendar days after receipt, Contractor shall submit a written and detailed proposal for an increase or decrease in the contract price or contract time for the proposed change. Engineer shall have 21 calendar days after receipt of the detailed proposal to respond in writing. The proposal shall include an itemized estimate of all costs and time for performance that will result directly or indirectly from the proposed change. Unless otherwise directed, itemized estimates shall be in sufficient detail to reasonably permit an analysis by Engineer of all material, labor, equipment, subcontracts, overhead costs and fees, and shall cover all Work involved in the change, whether such Work was deleted, added, changed or impacted. Notwithstanding the request for quotation, Contractor shall carry on the Work and maintain the progress schedule. Delays in the submittal of the written and detailed proposal will be considered non-prejudicial.

ARTICLE 7 - CHANGE OF CONTRACT PRICE

- 7.1 The contract price constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at his expense without change in the contract price.

- 7.2 The contract price may only be changed by change order or by a written amendment. Any claim for an increase or decrease in the contract price shall be based on written notice delivered by the party making the claim to the other party. Notice of the amount of the claim with supporting data shall be delivered within ten (10) days from the beginning of such occurrence and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event.
- 7.3 The value of any Work covered by a change order or of any claim for an increase or decrease in the contract price shall be determined in one of the following ways (at Owner's discretion):
- 7.3.1 Where the Work involved is covered by unit prices contained in the contract documents, cost will be determined by application of such unit prices to the quantities of the items involved.
 - 7.3.2 By mutual acceptance of lump sum.
 - 7.3.3 On the basis of the cost of the Work, plus a 15% Contractor's fee for overhead and profit. (Contractor shall submit an itemized cost breakdown together with supporting data.)
- 7.4 Either Owner or Contractor may make a claim for an adjustment in the contract price. The unit price of an item of unit price Work shall be subject to re-evaluation and adjustment under the following conditions:
- 7.4.1 If the total cost of a particular item of unit price Work amounts to 5% or more of the contract price and the variation in the quantity of the particular item of unit price Work performed by Contractor differs by more than 15% from the estimated quantity of such item indicated in the Agreement; and
 - 7.4.2 If there is no corresponding adjustment with respect to any other item of Work; and
 - 7.4.3 If a Contractor believes that it has incurred additional expense as a result thereof; or
 - 7.4.4 If Owner believes that the quantity variation entitles it to an adjustment in the unit price; or
 - 7.4.5 If the parties are unable to agree as to the effect of any such variations in the quantity of unit price Work performed.

ARTICLE 8 - CHANGE OF CONTRACT TIME

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

ARTICLE 9 - WARRANTY, TEST/INSPECTION, CORRECTION

- 9.1 Contractor warrants (for a minimum period of three (3) years or as otherwise stated herein) and guarantees to Owner that all work will be in accordance with the contract documents and will not be defective; that Owner, representatives of Owner, governmental agencies with jurisdictional interests will have access to the work at reasonable time for their observation, inspecting and testing (Contractor shall give Engineer timely notice of readiness of the work for all required approvals and shall assume full responsibility, including costs, in obtaining required tests, inspections, and approval certifications and/or acceptance, unless otherwise stated by Owner).
- 9.2 If any work (including work of others) that is to be inspected, tested, or approved is covered without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice. Neither observations by Engineer nor inspections, tests, or approvals by others shall relieve Contractor from Contractor's obligations to perform the work in accordance with the contract documents.
- 9.3 If the work is defective, or Contractor fails to supply sufficient skilled workers, or suitable materials or equipment, or fails to furnish or perform the work in such a way that the completed work will conform to the contract documents, Owner may order Contractor to stop the work, or any portion thereof and terminate payments to the Contractor until the cause for such order has been eliminated. Contractor shall bear all direct, indirect and consequential costs for satisfactory reconstruction or removal and replacement with non-defective work, including, but not limited to fees and charges of engineers, architects, attorneys and other professionals and any additional expenses experienced by Owner due to delays to other Contractors performing additional work and an appropriate deductive change order shall be issued. Contractor shall further bear the responsibility for maintaining schedule and shall not be entitled to an extension of the contract time and the recovery of delay damages due to correcting or removing defective work.

- 9.3.1 If Contractor fails within seven (7) days after written notice to correct defective work, or fails to perform the work in accordance with the contract documents, or fails to comply with any other provision of the contract documents, Owner may correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, Owner may exclude Contractor from all or part of the site, take possession of all or part of the work, Contractor's tools, construction equipment and machinery at the site or for which Owner has paid Contractor but which are stored elsewhere. All direct, indirect and costs of Owner in exercising such rights and remedies will be charged against Contractor in an amount approved as to reasonableness by Engineer and a change order will be issued incorporating the necessary revisions.
- 9.3.2 If within three 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 Owner and in accordance with Owner's written instructions, either correct such defective work or if it has been rejected by Owner, remove it from the site and replace it with non-defective work. If Contractor does not promptly comply with the terms of such instruction, Owner may have the defective work corrected/removed and all direct, indirect and consequential costs of such removal and replacement will be paid by Contractor.

ARTICLE 10 - SUSPENSION/TERMINATION OF WORK

- 10.1 Owner may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety (90) days by written notice to Contractor, which will fix the date on which work will be resumed. Contractor shall be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to any suspension if Contractor makes an approved claim therefore.
- 10.2 Owner may terminate the contract if Contractor commences a voluntary case under any chapter of the Bankruptcy Code or any similar action by filing a petition under any other federal or state law relating to the bankruptcy or insolvency; if a petition is filed against the Contractor under any chapter of the Bankruptcy Code or similar relief under any other federal or state law; if Contractor persistently fails to perform the work in accordance with the contract documents; if Contractor disregards laws or regulations of any public body having jurisdiction or the Engineer; or otherwise violates in any substantial way any provisions of the contract.

- 10.2.1 Owner may, after giving Contractor (and the surety, if there is one) seven (7) days written notice and to the extent permitted by laws and regulations, terminate the services of Contractor; exclude Contractor from the site and take possession of the work and of all Contractor's tools, construction equipment and machinery at the site and use the same to the full extent they could be used (without liability to Contractor for trespass or conversion); incorporate in the work all materials and equipment stored at the site or for which Owner has paid Contractor but which are stored elsewhere, and finish the work as Owner may deem expedient. In such case, Contractor shall not be entitled to receive any further payment beyond an amount equal to the value of material and equipment not incorporated in the work, but delivered and suitably stored, less the aggregate of payments previously made. If the direct and indirect costs of completing the work exceed the unpaid balance of the contract price, Contractor shall pay the difference to Owner. Such costs incurred by Owner shall be verified by Owner and incorporated in a change order; but in finishing the work, Owner shall not be required to obtain the lowest figure for the work performed. Contractor's obligations to pay the difference between such costs and such unpaid balance shall survive termination of the Agreement.
- 10.3 If, through no act or fault of Contractor, the work is suspended for a period of more than ninety (90) days by Owner or under an order of court or other public authority, or Engineer fails to act on any application or fails to pay Contractor any sum finally determined to be due; then Contractor may, upon seven (7) days written notice to Owner terminate the Agreement and recover from Owner payment for all work executed, any expense sustained plus reasonable termination expenses. In lieu of terminating the Agreement, if Engineer has failed to act on any application of payment or Owner has failed to make any payment as aforesaid, Contractor may upon seven (7) days written notice to Owner stop the work until payment of all amounts then due.

ARTICLE 11 - CONTRACT CLAIMS

- 11.1 The rendering of a decision by Engineer with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment) will be a condition precedent to any exercise by Owner or Contractor of such right or remedies as either may otherwise have under the contract documents or by laws or regulations in respect of any such claim, dispute or other matter. No action, either at law or at equity, shall be brought in connection with any such claim, dispute or other matter later than thirty (30) days after the date on which Owner/Engineer has rendered such written decision in respect thereof. Failure to bring an action within said thirty (30) day period shall result in Engineer's decision being final and binding on the Contractor. In no event may any such action be brought after the time at which instituting such proceedings would be otherwise barred by the applicable statute of limitations.

- 11.2 Before bringing any action in court pertaining to any claim, dispute or other matter in question(s) arising out of or relating to the contract documents or the breach thereof, or Engineer's final decision, except for claims which have been waived by the making and acceptance of final payment, the Contractor shall first submit written notice(s) of contract claims to the Purchasing Official for a decision; within the earlier of sixty (60) days after the last date on which the contractor provided any goods or services required by the contract or after the date on which the contractor knew or should have known such a claim existed. The Manatee County Code of Law section 2-26-63 Contract Claims details the requirements and process for such a claim.

ARTICLE 12 - RESIDENT PROJECT REPRESENTATIVE - DUTIES, RESPONSIBILITIES

- 12.1 Resident Project Representative is Engineer/Owner's Agent, who will act as directed by and under the supervision of the Engineer, and who will confer with Owner/Engineer regarding his actions. Resident Project Representative's dealing in matters pertaining to the on-site work shall, in general, be only with the Owner/Engineer and Contractor and dealings with subcontractors shall only be through or with the full knowledge of Contractor.
- 12.2 Resident Project Representative will:
- 12.2.1 Review the progress schedule, schedule of shop drawing submissions and schedule of values prepared by Contractor and consult with Owner/Engineer concerning their acceptability.
 - 12.2.2 Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with Owner/Engineer and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.
 - 12.2.3 Serve as Owner/Engineer's liaison with Contractor, working principally through Contractor's superintendent and assist him in understanding the intent of the contract documents. As requested by Owner/Engineer, assist in obtaining additional details or information when required at the job site for proper execution of the Work.
 - 12.2.4 Receive and record date of receipt of shop drawings and samples, receive samples which are furnished at the site by Contractor and notify Owner/Engineer of their availability for examination.
 - 12.2.5 Advise Owner/Engineer and Contractor or his superintendent immediately of the commencement of any work requiring a shop drawing or sample submission if the submission has not been approved by the Owner/Engineer.
 - 12.2.6 Conduct on-site observations of the work in progress to assist Owner/Engineer in determining if the work is proceeding in accordance with the contract documents and that completed work will conform to the contract documents.

- 12.2.7 Report to Owner/Engineer whenever he believes that any work is unsatisfactory, faulty or defective or does not conform to the contract documents, or does not meet the requirements of any inspections, tests or approvals required or if work has been damaged prior to final payment; and advise Owner/Engineer when he believes work should be corrected or rejected or should be uncovered 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 Owner/Engineer.
- 12.2.10 Transmit to Contractor, Owner/Engineer's clarifications and interpretations of the contract documents.
- 12.2.11 Consider and evaluate Contractor's suggestions or modifications in drawings or Contract Documents and report them with recommendations to Owner/Engineer.
- 12.2.12 Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and sample submissions, reproductions of original contract documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, Owner/Engineer's clarifications and interpretations of the contract documents, progress reports and other project related documents.
- 12.2.13 Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions; list of visiting officials and representatives or manufacturers, fabricators, suppliers and distributors; daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to Owner/Engineer.
- 12.2.14 Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
- 12.2.15 Furnish Owner/Engineer periodic reports as required of progress of the work and Contractor's compliance with the approved progress schedule and schedule of shop drawing submissions.
- 12.2.16 Consult with Owner/Engineer in advance of scheduling major tests, inspections or start of important phases of the work.
- 12.2.17 Report immediately the occurrence of any accident.

- 12.2.18 Review applications for payment with Contractor for compliance with the established procedure for their submission and forward them with recommendations to Owner/Engineer, noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.
- 12.2.19 During the course of the work, verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed, and deliver this material to Owner/Engineer for his review prior to final acceptance of the work.
- 12.2.20 Before Owner/Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- 12.2.21 Conduct final inspection in the company of Owner/Engineer and Contractor and prepare a final list of items to be completed or corrected.
- 12.2.22 Verify that all items on final list have been completed or corrected and make recommendations to Owner/Engineer concerning acceptance.
- 12.3 Except upon written instructions of Owner/Engineer, Resident Project Representative.
- 12.3.1 Shall not authorize any deviation from the contract documents or approve any substitute materials or equipment;
- 12.3.2 Shall not exceed limitations on Owner/Engineer's authority as set forth in the contract documents;
- 12.3.3 Shall not undertake any of the responsibilities of Contractor, Subcontractors or Contractor's Superintendent, or expedite the work;
- 12.3.4 Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the contract documents;
- 12.3.5 Shall not advise on or issue directions as to safety precautions and programs in connection with the work;
- 12.3.6 Shall not authorize Owner to occupy the project in whole or in part; and
- 12.3.7 Shall not participate in specialized field or laboratory tests.

ARTICLE 13 - APPRENTICES

13.1 If Successful Contractor employees Apprentices, he shall be governed and comply with the provisions of Florida State Statute 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 Owner. Standard County forms shall be utilized.

END OF SECTION

LABEL TO AFFIX TO OUTSIDE OF SEALED BID PACKAGE

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 where requested.

LABEL TO AFFIX TO OUTSIDE OF SEALED BID PACKAGE

SEALED BID - DO NOT OPEN

CONTRACTOR: _____
SEALED BID NO: 12-0768-DS
BID TITLE: Riverview Boulevard Bridge at McLewis Bayou
DUE DATE/TIME: February 28, 2012 @ 2:00 PM

SPECIAL PROVISIONS

**RIVERVIEW BOULEVARD BRIDGE OVER MCLEWIS BAYOU
MANATEE COUNTY PROJECT NO. 6013260**

JANUARY 5, 2011

**SPECIAL PROVISIONS
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SPECIAL PROVISIONS

GENERAL

This Section amends, enhances or otherwise revises the General Conditions and other provisions of the Contract Documents.

STANDARD SPECIFICATIONS

The standard Specifications to be used for this work shall be Division II and III of the Florida Department of Transportation (FDOT) *Standard Specifications for Road and Bridge Construction*, 2010 Edition and all Supplemental Specifications thereto, hereinafter referred to as the *Standard Specifications*, for roadway construction, except as amended under this Contract.

The Contractor's work shall follow the Manatee County Public Works Utility Standards and Specifications (2009) for the water main and sanitary sewer force main work.

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

The apparent silence of the Specifications as to any detail or the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used. Interpretation of these specifications shall be made upon that basis.

NO SEPARATE PAYMENT FOR SPECIAL PROVISIONS

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

MATERIALS

- a. **Delivery Tickets:** It will be necessary to submit a copy of all delivery tickets for materials used on the project, regardless of the basis of payment.
- b. **Job Mix Formula for Asphaltic Concrete:** Attention is directed to the requirement that job mix formulas for asphaltic concrete, of the type specified, be submitted at least 14 days before plant operations begin. The submitted formula should be derived, or approved, by the laboratory approved by the Owner to make tests on the Project. Costs for such job mix formulation will be paid by the Contractor directly to the assigned laboratory.
- c. **Job Mix Formula for Portland Cement Concrete:** Attention is directed to the requirement that job mix design formulas for all Portland Cement Concrete, of the type specified, be submitted at least 14 days prior to use on the project. The

submitted formulas shall be derived or approved by the Owner and/or its agents. All concrete mix designs shall meet FDOT Concrete Class mix guidelines, except as follows: when approved, in writing by the Owner, an Alternate Class I Concrete mix design formula, for concrete curb and gutter to be placed by automated curb machines, may show, as a substitution for #57 aggregate, an amount of #89 aggregate not to exceed 33 percent, by weight, of the #57 aggregate.

LABORATORY TESTING

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

The samples and tests used for determining the quality and acceptability of the materials and workmanship, which have been or are to be incorporated in the Work, shall conform to the requirements of the State of Florida Department of Transportation Materials Sampling, Testing and Reporting Guide, latest edition. Testing shall also be in accordance with the applicable portions of Section 6 of the *Standard Specifications* and these specifications.

MEASUREMENT AND PAYMENT

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

contingency quantities. Payment shall be made only for final in-place quantities. No payment shall be made for contingency quantities or additional work unless otherwise directed and approved in writing by the Owner.

- g. Bid Schedule Completion - the blank spaces in the bid schedule shall be filled in correctly where indicated for each and every item for which a description is given, as the bidder must state the unit prices for which he proposes to do each part of the work contemplated, and the total price for all the parts included in any or all of the combinations of the work. In case of a discrepancy, the written words for "unit price", where stated, shall be considered as being the unit price. If the bid schedule does not use the written words for the unit price, then the numerically correct "total price", shall be considered as being the total price.
- h. 8-inch HDPE Water Main (Directional Bore) - Payment for all work included in this Bid Item, Item No. 50, shall be made at the applicable Contract unit price bid per linear foot from plan point of beginning to plan point of ending at plan depth. Payment shall include full compensation for all labor, materials (including pipe, fittings, tracer wire and incidentals), equipment, excavation (including rock), removal and disposal of drilling fluids, VAC truck, thrust blocks and/or restrained joints, bedding, backfill, compaction, testing and disinfection, connections to existing systems and complete restoration of site required to install pipe by directional bore method. Any related work not specifically listed, but required for satisfactory completion of work shall be considered to be included under this pay item.
- i. 4-inch HDPE Force Main (Directional Bore) - Payment for all work included in this Bid Item, Item No. 54, shall be made at the applicable Contract unit price bid per linear foot from plan point of beginning to plan point of ending at plan depth. Payment shall include full compensation for all labor, materials (including pipe, fittings, tracer wire and incidentals), equipment, excavation (including rock), removal and disposal of drilling fluids, VAC truck, thrust blocks and/or restrained joints, bedding, backfill, compaction, testing and disinfection, connections to existing systems and complete restoration of site required to install pipe by directional bore method. Any related work not specifically listed, but required for satisfactory completion of work shall be considered to be included under this pay item.
- j. 8-inch Water Main Removal and Disposal - Payment for all work included in this Bid Item, Item No. 51, shall be made at the applicable Contract unit price bid per linear foot measured along the surface of the ground from plan point of beginning to plan point of ending at plan depth. Payment shall include full compensation for all labor, materials, equipment, excavation (including rock), backfill, transportation and disposal fees (if applicable) necessary to remove and properly dispose of existing pipe. Any related work not specifically listed, but required for satisfactory completion of work shall be considered to be included under this pay item.
- k. 4-inch Force Main Removal and Disposal - Payment for all work included in this Bid Item, Item No. 55, shall be made at the applicable Contract unit price bid per linear foot measured along the surface of the ground from plan point of beginning to plan point of ending at plan depth. Payment shall include full compensation for all labor, materials, equipment, excavation (including rock), backfill, transportation and

disposal fees (if applicable) necessary to remove and properly dispose of existing pipe. Any related work not specifically listed, but required for satisfactory completion of work shall be considered to be included under this pay item.

- l. 8-inch Gate Valve Assembly - Payment for all work included in this Bid Item, Item No. 53, shall be made at the applicable Contract unit price bid per unit completed and accepted. Payment shall include full compensation for all labor, materials, equipment, excavation (including rock), thrust blocks and/or restrained joints, bedding, backfill, compaction, testing and disinfection, connections to existing systems and complete restoration of site necessary to install valves and appurtenances. Any related work not specifically listed, but required for satisfactory completion of work shall be considered to be included under this pay item.
- m. 4-inch Plug Valve Assembly - Payment for all work included in this Bid Item, Item No. 56, shall be made at the applicable Contract unit price bid per unit completed and accepted. Payment shall include full compensation for all labor, materials, equipment, excavation (including rock), thrust blocks and/or restrained joints, bedding, backfill, compaction, testing and disinfection, connections to existing systems and complete restoration of site necessary to install valves and appurtenances. Any related work not specifically listed, but required for satisfactory completion of work shall be considered to be included under this pay item.

RESTORATION

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

COOPERATION WITH OTHERS

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

PRIORITY

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

SITE INVESTIGATION

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

The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered, insofar as this information presented by the drawings and Specifications made a part of this contract. The Contractor shall carefully review and adhere to conditions and recommendations made in the project geotechnical report. Any failure by the Contractor to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work.

The Owner assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the Owner. The Owner also assumes no responsibility for any understanding or representations made by its officers or agents during or prior to the execution of this Contract, unless (1) such understanding or interpretations are made in writing by the Engineer or are expressly stated in the Contract and (2) the Contract expressly provides that the responsibility therefore is assumed by the Owner.

PROJECT IDENTIFICATION SIGNS

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

The Contractor shall mount the sign using 4-inch pressure treated lumber or as approved by the Engineer, and other supports as required, at a location mutually agreed by the Owner and the Contractor. The identification signs shall not be less than 32 square feet in area. The Contractor shall coordinate with the Owner for the sign verbiage before fabrication. The signs shall be painted with graphic content to include:

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

The signs shall be erected prior to commencement of work at a lighted location of high public visibility, adjacent to the main entrance at each end of the project, as approved by the Owner. The signs shall be a minimum of 8 feet wide and 4 feet high. The signs shall be constructed of high density ¾-inch exterior plywood without waves or buckles, mounted and braced with pressure treated lumber as necessary and maintained in a presentable condition for the duration of the project. Hardware shall be galvanized. The surface of the sign shall be of exterior softwood plywood with medium density overlay. Painting shall be constructed with materials to resist weathering and fading during the construction period. Experienced professionals shall perform painting. Graphic design and style shall be in accordance with the following:

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

Payment for installing and maintaining the project identification signs shall be included as part of the lump sum quantity under Pay Item Number 1, Mobilization (FDOT Pay Item No.101-1). The sign will remain the property of the Owner upon completion of the Project unless otherwise directed.

SPECIAL TERMS AND CONDITIONS

Soil Erosion and Siltation

The Contractor shall plan and control the Work to minimize all soil erosion and the siltation of drains and canals resulting from such erosion. At the pre-construction meeting, the Contractor shall present his proposed plan and schedule, which shall specifically indicate the proposed use of temporary erosion control features. The plan shall include:

- **Synthetic Bales** designed, furnished and installed by the Contractor in accordance with the plans, FDOT Section 104-6.4, and FDOT Erosion, Sediment Control Manual and Design Standard Index No. 102.
- **Floating Turbidity Barriers and Staked Turbidity Barriers** furnished and installed by the Contractor as shown on the plans and/or required by conditions of the permits and as outlined in FDOT Section 104-6.4.9

Shop Drawings

The Contractor shall submit to the Engineer for approval, all working drawings and shop drawings with descriptive specifications and engineering calculations necessary for the successful completion of the Work. The working and shop drawings shall be certified by a Florida Licensed Professional Engineer and state that the design is sufficient for the successful completion of the Work. The working drawings and shop drawings shall include, but not be limited to:

- Traffic Control Plan
- Erosion Control Plan
- Shop Drawings listed in the Plans

DEWATERING, SHEETING AND BRACING

Payment for dewatering, sheeting and bracing shall be included in the applicable pay items unless separate pay items are specified.

Approval of Dewatering Plan:

At least 10 days prior to the commencement of any dewatering activity, the Contractor shall submit to the Project Manager for record purposes only, a detailed description of the proposed dewatering system. This plan shall include design computations, layout, type, and spacing of dewatering devices, number and size of pumps and other equipment, with a description of the installation and operating procedures.

MAINTENANCE OF TRAFFIC

The Contractor shall provide access to businesses and local residents at all times. Business Entrance signs per FDOT Index 17355 (MOT-11-06) shall be placed at all business entrance

points and maintained during all phases of construction. Payment for these items shall be included under the pay item for Maintenance of Traffic.

TRAFFIC CONTROL PLAN

The Contractor shall prepare a Traffic Control Plan and submit it to the Engineer and the Project Manager for review prior to implementation and at least two weeks prior to construction. It must comply with all FDOT safety criteria, FDOT Design Standards 600 Series Indexes, and MUTCD standards, and allow for traffic to operate in daytime or nighttime. The Contractor shall provide and maintain the detour route and maintenance of traffic plan for the duration of the construction. All existing Manatee County signs that conflict with construction operation shall be removed, stockpiled and relocated by the Contractor. Sign removal shall be only as directed by the Engineer. The Maintenance of Traffic plan will require the seal of a Florida licensed professional engineer with a current FDOT Advanced Work Zone certification.

No road closures will be allowed without approval from the Engineer. Prior to any roadway closure a minimum of two weeks' notice must be given to all affected agencies (Fire, Emergency Medical, etc.), local residents and Manatee County.

MAINTENANCE OF STORM DRAINAGE SYSTEM

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

SIDEWALKS TO REMAIN OPEN

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

DUST CONTROL

The Contractor shall control dust resulting from construction operations at all times. The locations and frequencies of applications shall be as directed by the Standard Specifications. Dust control is required to be in accordance with the FDOT *Standard Specifications* Section 102-5.2. Payment for Dust Control shall be made under the Maintenance of Traffic pay item.

UNDERGROUND UTILITY LOCATIONS

The Contractor shall field verify by means of subsurface locating or other approved method all existing utilities to remain and conditions as may be required for the work area. This shall include all areas of potential conflicts with proposed storm, sanitary, force main and

water main. The Contractor shall locate all existing utilities to remain at potential conflict locations prior to construction activities and before ordering any proposed structures. The Contractor shall contact and coordinate with "Sunshine" as well the individual utilities prior to and during construction for utility locations, relocation and assistance while installing in potential conflict areas. All utility coordination and relocations shall be factored into the Contractor's construction schedule at no additional cost to the Owner. The cost of all labor, materials and incidentals required for the performance of any survey and utility location work shall be included under the pay item for Mobilization. A Florida registered land surveyor shall perform all survey work.

UTILITY COORDINATION

The Contractor shall clear and grub and stake the right-of-way clearly and give the utility owners two weeks' notice prior to completion of this work.

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

The Contractor shall coordinate and schedule utility relocations and/or adjustments with the utility owners along the project in order to avoid delays. The work includes remobilization if required after utility relocation is complete. For the purpose of this bid, 5 demobilizations and 5 remobilizations will be included in the lump sum bid for Utility Coordination. The intent is to coordinate utility construction activities so the project construction continues and is not stopped or delayed at any time due to utility work being done. Once Notice to Proceed is issued, the Contractor shall contact the affected utilities to discuss the Contractor's anticipated means and methods so temporary and permanent relocation plans can be implemented as needed to meet OSHA safety requirements. Cost of all utility coordination shall be included in Bid Item Number 47, Utility Coordination, a lump sum quantity.

The Contractor shall hold a utility owners meeting every two weeks at 1022 26th Avenue East, Bradenton, Florida. The meeting shall review current and upcoming activities for the project. Written meeting minutes will be prepared by the Contractor and distributed to the meeting participants within 7 calendar days of the meeting.

Payment for Utility Coordination shall be included under the lump sum bid item, Utility Coordination.

UTILITY CONFLICTS

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

DAILY CLEAN-UP REQUIREMENTS

The Contractor shall clean up the job site at the end of each workday. Clean up will include the elimination of rubble and waste material on public and private property. Driveways shall

remain accessible by residents. Each Friday, the Contractor shall prepare the road surface and barricades in an acceptable manner for weekend traffic use.

MAINTENANCE AND RESTORATION OF JOB SITE

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

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

In the event that the timely clean up and restoration of the job site is not accomplished to the satisfaction of the Project Manager, the Project Manager shall make arrangements to affect the necessary clean up by others. The Contractor shall be charged for these costs through deductions in payment due the contractor. If such action becomes necessary on the part of and in the opinion of the Project Manager, the Owner shall not be responsible for the inadvertent removal from the work site of materials which the Contractor would not normally have disposed of had he affected the required clean up.

NOTICE AND SERVICE THEREOF

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

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

Any such notice or demand shall be deemed to have been given or made as of the time of actual delivery or (in the case of mailing) when the same should have been received in due

course of post or in the case of a fax transmission or telegram at the time of actual receipt, as the case may be.

REQUIREMENTS FOR CONTROL OF THE WORK

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

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

PROJECT SCHEDULE

The Contractor shall submit a detailed construction bar chart schedule within 15 days of the notification of award or its intent for the County to review. The submittal shall meet the following requirements:

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

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

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

USE OF PRIVATE PROPERTY

All construction activities required to complete this project in accordance with the Contract Documents shall be confined to public right-of-way, easements of record or temporary construction easements, unless the Contractor makes specific arrangements with private property owners for his use of their property. Written authorization from the granting

property owner shall be placed on file with the Project Manager prior to utilization of said private properties. The Owner assumes no responsibility for damage to private property in such instances. The Contractor is responsible for protection of private property abutting all work areas on this project. Adequate equipment storage and material storage shall also be accomplished outside the Owner's right-of-way. Pipe and other materials shall not be strung out along the right-of-way, but will be delivered in quantities adequate for one day's installation. The Owner will coordinate with the Contractor to identify possible storage sites.

Areas utilized as a staging/stockpiling area for construction materials and equipment shall be restored by the Contractor to a condition acceptable to the County prior to final payment. An acceptable condition shall include removal of all construction materials and equipment, removal of any soil contaminants caused by the Contractor, mulching, seeding or other acceptable methods required to ensure reasonable soil stability and resistance to erosion. This rehabilitative work shall also be included in the pay item for Clearing and Grubbing.

CONSTRUCTION PHOTOGRAPHY

General

The Contractor shall employ a competent photographer to take construction record photographs and perform videotaping, including providing all labor, materials, equipment and incidentals necessary to obtain photographs and/or videotapes of all areas specified in the Contract specifications. The word "Photograph" includes standard photographic methods involving negatives, prints and slides and it also includes digital photographic methods involving computer technology items such as CD-ROMs and DVDs.

Qualifications

A competent camera operator who is fully experienced and qualified with the specified equipment shall do all photography. For the videotape recording, the audio portion should be done by a person qualified and knowledgeable in the specifics of the Contract, who shall speak with clarity and diction so as to be easily understood.

Project Photographs

Provide photographs of the entire work area prior to any construction for the purpose of records of conditions prior to construction. Photographs should be spaced at approximately 100-foot intervals. In addition, all special features shall be photographed prior to construction.

Provide three prints of each standard photograph to the Owner. In addition to the CD-ROM media, provide one print of each digital/digitized photograph to the Owner.

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

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

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

All project photographs shall be taken from locations to adequately illustrate conditions prior to construction, or conditions of construction and state of progress. The Contractor shall consult with the Owner at each period of photography for instructions concerning views required. The Contractor shall deliver prints in conformance with the above requirements to the Owner. No construction shall begin until pre-construction photographs are completed and submitted to the Owner.

Negatives

The Contractor shall require that photographer maintain negatives for a period of two years from date of Substantial Completion of the Project. Negatives shall be conveyed to Owner at the end of the two-year period. Photographer shall agree to furnish additional prints to Owner at commercial rates applicable at the time of purchase. Photographer shall also agree to participate as required in any litigation requiring the photographer as expert witness.

Videotape Recording

Videotaping may be used in lieu of construction photographs. Videotaping shall be accomplished along all routes that are scheduled for construction. The taping shall, when viewed, depict an image with $\frac{1}{4}$ of the image being the roadway fronting of property and $\frac{3}{4}$ of the image being of the property. The taping shall be done so as to show the roadway and property in an oblique view (30 degrees). A complete view, in sufficient detail, of all driveways, with audio description of the exact location shall be provided.

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

Two complete sets of videotapes shall be delivered to the Owner for the permanent and exclusive use of the Owner prior to the start of any construction on the project. All videotapes shall contain the name of the project, the date and time of the videotaping, the name and address of the photographer and any other identifying information required.

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

CONTRACTOR TO EXECUTE NPDES "NOTICE OF INTENT"

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

WORKSITE TRAFFIC SUPERVISOR

- a. The Contractor shall have a Worksite Traffic Supervisor who will be responsible for initiating, installing and maintaining all traffic control devices as described in Section 102 of the FDOT *Standard Specifications for Road and Bridge Construction* and in the Plans.

The Worksite Traffic Supervisor shall have at least one year of experience directly related to work site traffic control in a supervisory or responsible capacity and shall be certified by the American Traffic Safety Services Association Worksite Traffic Supervisor Certification Program or an equal approved by FDOT. Approved alternate Worksite Traffic Supervisors may be used when necessary.

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

CONTRACTOR'S SUPERVISION

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

LIST OF EMERGENCY CONTACT NUMBERS & UTILITY SERVICE MAINTENANCE

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

EXISTING SIDEWALK

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

PEDESTRIAN ACCESS

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

RECORD DRAWINGS AND PROJECT CERTIFICATION

This section and number of copies applies only to roadway and drainage record drawings.

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

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

The following information is required on the "Record Drawings":

- a. Roadway centerline profile [100-foot maximum interval].
- b. Roadway cross sections [100-foot maximum interval].
- c. Locations and elevation of bridge deck and approach slabs shall be shown every 25 feet measured along the centerline.
- d. Elevations for top of wing walls, bridge abutments and low member clearance.
- e. All underground piping with elevations and dimensions, changes to piping locations, horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements. Actual installed pipe material, class, etc. Dimensions at these locations shall indicate distance from the centerline of construction.

- f. Elevations on all drainage control structures, verifying all plan dimensions.
- g. Stormwater ponds with cross sections [25-foot maximum interval] (sufficient to calculate volumes).
- h. Flow line elevations on all ditch breaks (vertical and horizontal).
- i. Field changes of dimensions and details.
- j. Details not on original contract drawings.
- k. Equipment and piping relocations.
- l. The locations of all headwalls, pipes and any other structures shall be located by station and offset.
- m. Benchmarks and elevation datum shall be indicated.
- n. Additional elevations or dimensions as required by the Engineer

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

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

The Contractor shall incorporate any comments from the Owner and/or Engineer and shall submit two write-only CD-ROMs, one set of 24-inch by 36-inch record drawings and four sets of 24-inch by 36-inch certified prints with the Surveyor's certification.

All Digital Drawings shall be identical to those submitted as hard copy. The Digital Drawing files shall be AutoCAD format (Release 2004 or later) and shall include all external reference drawings, text fonts, shape files and all other files necessary to make use of the drawings.

Three separate as-built drawing submittals will be required. (1) The Stormwater as-built is required immediately upon completion of the storm sewer systems and storm water ponds on the project. These as-built drawings will be forwarded to the Southwest Florida Water Management District and FDEP for approval after they have been reviewed and accepted by the Project Manager. (2) The Utility as-built is required immediately upon completion of the water main, sanitary sewer and force main work on the project. These as-built drawings will be forwarded to the Florida Department of Environmental Protection and/or the Department of Health as required for approval after they have been reviewed and accepted by the Project Manager. (3) The Roadway and Bridge as-built is required upon completion of the entire project. These as-built drawings will also be forwarded to the United States Coast Guard for approval after they have been reviewed and accepted by the Project Manager.

COMPLIANCE WITH PERMIT FREQUIREMENTS

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

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

MATERIAL TESTING TABLE

ITEM	TEST	TEST IDENTIFICATION	TEST REQUIREMENTS VERTICAL	TEST FREQUENCY HORIZONTAL
UTILITY TRENCH BACKFILL	MAXIMUM DENSITY OPTIMUM MOISTURE	AASHTO T-180	N/A	PER SOIL CLASSIFICATION/ PER LABORATORY
	FIELD DENSITY	AASHTO T-180	PER PLANS	ONE PER 200 LF
SUBGRADE UNCLEAR NEW CURB	MAXIMUM DENSITY OPTIMUM MOISTURE	AASHTO T-180	N/A	PER SOIL CLASSIFICATION/ PER LABORATORY
	FIELD DENSITY	AASHTO T-180	PER PLANS	ONE PER 200 LF
LIMEROCK/ SHELL BASE	MAXIMUM DENSITY OPTIMUM MOISTURE	AASHTO T-180	N/A	PER SOIL CLASSIFICATION/ PER LABORATORY
	FIELD DENSITY	AASHTO T-180	PER PLANS	ONE PER 200 LF
SOIL CEMENT BASE	SOIL CEMENT PLACEMENT/ MONITORING DENSITIES THICKNESS DETERMINATIONS	AASHTO T-134 AND AASHTO T-135	PER PLANS	ONE PER 200 LF
CONCRETE	COMPRESSIVE STRENGTH (THREE CYLINDERS/TEST)	AASHTO T-23 AND AASHTO T-119	PER SPECS	PER SPECS/MIN. OF ONE SET/DAY FOR POURS BETWEEN 10 & 50 CY
	SLUMP, AIR	AASHTO T-22 AND	PER SPECS	ADDITIONAL SET FOR EACH 50 CY

ITEM	TEST	TEST IDENTIFICATION	TEST REQUIREMENTS VERTICAL	TEST FREQUENCY HORIZONTAL
	CONTENT	AASHTO T-180		DAILY OR 1 PER 50 CY MAX
ASPHALT	MATERIAL QUALITY			PER SPECS
	GRADATION, STABILITY BITUMEN CONTENT	FLORIDA D.O.T.	PER SPECS	DAILY OR 1 PER 50 CY MAX
RECYCLED CONCRETE BASE	GRADATION DENSITIES THICKNESS DETERMINATIONS	AASHTO T-180	PER SPECS	PER SOIL CLASSIFICATION/ PER LABORATORY ONE PER 200 LF

DISCRETIONARY WORK (Contingency)

The Discretionary Work (contingency) pay item shall cover the cost for various contingencies and contract amendments authorized by the Owner. Any amount of extra work and/or alterations to the proposed Work charged to the allowance shall be fully documented and authorized by the Owner before the start of the work. No payment shall be made for work completed without written authorization from the Owner.



Florida Department of Environmental Protection

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

Charlie Crist
Governor

Jeff Kottkamp
Lt. Governor

Michael W. Sole
Secretary

SEP 28 2009

H. Wayne Roberts, P.E.
Deputy Director, Engineering
Manatee County
1022 26th Avenue East
Bradenton, FL 34208

File No. 41-0148857-007, Manatee County

Dear Mr. Roberts:

RECEIVED

SEP 30 2009

WALTON, INC.

This is to acknowledge receipt of your notice on November 20, 2008, and additional information received on August 31, 2009, of intent to use a Noticed General Permit (NGP), pursuant to Rule 62-341.443, Florida Administrative Code (F.A.C.), to replace the Riverview Boulevard Bridge (No. 134019) over McLewis Bayou, a Class III Florida Waterbody, Bradenton, Section 28, Township 34 South, Range 17 East, Manatee County. **Please be advised, this NGP does not authorize activities associated with the bridge replacement including the installation of wing walls, riprap, or the relocation of subaqueous pipelines.**

In addition to regulatory authorization under Rule 62-341.443, F.A.C., this type of activity also requires both proprietary and federal authorizations. Proprietary authorization is required pursuant to Chapters 253 and 258, Florida Statute (F.S.), to use state-owned submerged lands for private purposes. Federal authorization is needed for works in waters of the United States through the State Programmatic General Permit (SPGP) program.

Your notice has been reviewed by Department staff for all three types of authorizations: regulatory, proprietary and federal. The authority for review and the outcomes of the reviews are listed below. Please read each section carefully. Your project may not have qualified for all three authorizations. If your project did not qualify for one or more of the authorizations, the specific section dealing with that authorization will advise you how to obtain it. **You may NOT commence your project without all three authorizations.** If you change the project from what you submitted, the authorization(s) granted may no longer be valid at the time of commencement of the project. Please contact us prior to beginning your project if you wish to make any changes.

REGULATORY REVIEW – APPROVED

Based on the forms, drawings, and documents submitted/revised with your notice, it appears that the project meets the requirements for the Noticed General Permit under Rule 62-341.443, F.A.C.

Please be advised that the construction phase of the NGP must be completed within five years from the date the notice to use the NGP was received by the Department. If you wish to continue this NGP beyond the expiration date, you must notify the Department at least 30 days before its expiration. Any activities performed under a noticed general permit are subject to general conditions required in Rule 62-341.215, F.A.C. (attached), and the specific conditions of Rule 62-341.443, F.A.C. (attached). Any deviations from these conditions may subject the permittee to enforcement action and possible penalties.

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

PROPRIETARY REVIEW -NOT APPROVED

Your project occurs on state-owned, sovereign submerged lands and within Public Easement No. 29714. Therefore, your project will require a modification to Public Easement No. 29714, pursuant to Chapter 253.77, F.S.

In order to review your application, we need the items in the enclosed Request for Additional Information within 90 calendar days. If necessary, you may request an extension of up to 90 additional days. If neither the information, nor a request for an extension is received within 90 calendar days, your application may be denied without prejudice. You may not begin construction of this project on state-owned, sovereign submerged lands until the public easement modification has been issued by the Department.

Please be advised that any use of sovereign submerged lands without specific prior authorization from the Board of Trustees will be considered a violation of Chapter 253, F.S., and may subject the affected upland riparian property owners to legal action as well as potential fines for the prior unauthorized use of sovereign land.

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

SPGP REVIEW - NOT APPROVED

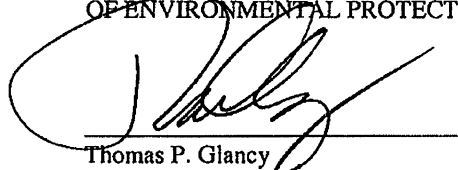
Your project does not qualify for federal authorization for works in waters of the United States through the State Programmatic General Permit (SPGP) program.

A copy of your application also has been sent to the U.S. Army Corps of Engineers (USACOE) for review. The USACOE may require a separate permit. Failure to obtain this authorization prior to construction could subject you to enforcement action by that agency. For further information, you should contact the USACOE Tampa Regulatory Field Office at (813) 769-7060 or the Gainesville Regulatory Field Office at (352) 264-7672.

If you revise your project after submitting the initial joint application the above authorization(s) may no longer be valid. Please contact us prior to construction if you wish to make any changes. Also, if you have any questions, please contact Kristina Evans at (813) 632-7600, ext. 286. When referring to this project, please use the file number listed above.

Executed in Temple Terrace, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Thomas P. Glancy
Environmental Specialist III
Environmental Resource Management

Copies furnished to:

David O. Theung, P.E., Project Manager, Wade Trim, Inc., 8745 Henderson Road, Suite 220, Tampa, FL 33634
U.S. Army Corps of Engineers
File

Enclosures:

Ch. 62-341.443, F.A.C.

Ch. 62-341.215, F.A.C.

Standard Manatee Construction Conditions

Notice of Rights of Substantially Affected Persons

Attachments:

Request for Additional Information

Sketch Requirements (SLER 0960)

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this determination, including all copies, was mailed before the close of business on 9/28/09 to the above listed persons.

FILING AND ACKNOWLEDGMENT

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

Clerk ER Robinson Date 9/28/09

Applicant: Manatee County

File No.: 41-0148857-007

Page 3 of 11

62-341.443 General Permit to the Florida Department of Transportation, Counties and Municipalities for Minor Bridge Alteration, Replacement, Maintenance and Operation.

(1) A general permit is hereby granted to the Florida Department of Transportation, counties and municipalities to conduct the activities described below:

(a) The replacement, modification, or maintenance of bridges and approaches where the combined total of dredging and filling, both temporary and permanent, in wetlands and other surface waters does not exceed 0.50 acre (2023 square meters or 0.2 hectares); and

(b) Channel clearing and shaping, not to exceed a combined total of 0.5 acres (2023 square meters or 0.2 hectares) of dredging and filling in wetlands and other surface waters, to facilitate maximum hydraulic efficiency of the structures detailed in paragraph (a) above, where the spoil material is used on an upland portion of the project or is deposited on a self-contained, upland spoil site. Escape of spoil material or water from the spoil deposition area into wetlands or other surface waters is prohibited.

(2) This general permit shall be subject to the following specific conditions:

(a) In addition to compliance with the notice provisions of subsection 62-343.090(1), F.A.C., within 90 days following completion of construction, the permittee will notify by letter the Department office to which notice was originally given of the date construction activities were completed;

(b) No dredging of access or work channels is authorized by this general permit;

(c) Temporary fill roads shall not be constructed waterward of mean high water or ordinary high water;

(d) All fill placed in wetlands, other than fill on which a bridge or approach described in paragraph (1)(a) is constructed, shall be regraded to the original wetland elevations and these filled wetland areas revegetated with native wetland species endemic to adjoining, undisturbed wetlands, within seven days of completion of construction. Within "clear zones", as described in Chapter 3, Roadside Design Guide (American Association of State Highway and Transportation Officials dated October 1988) revegetation shall be with native herbaceous species endemic to adjoining, undisturbed wetlands. These wetland areas shall be maintained, and planted as necessary to ensure that satisfactory revegetation occurs. For the purposes of this general permit, "satisfactory revegetation" means that the herbaceous wetlands, and forested wetlands within the clear zones, that are disturbed by fill shall have achieved not less than 33 percent cover of planted or naturally reestablished herbaceous wetland species within 18 months of completion of construction, and forested wetlands other than forested wetlands in clear zones that are disturbed by fill shall have achieved a survival rate of not less than 400 wetland trees per acre within 18 months of completion of construction. A maintenance plan must be developed implemented to ensure the survival of the planted or naturally reestablishing wetland species. Within the revegetated wetland areas, non-native vegetation must be controlled such that it does not constitute more than 10 percent of the areal cover in any stratum at any time for the five year period following the initial planting or restoration of the site;

(e) Hydraulic openings of bridges constructed under paragraph (1)(a) above shall be sufficient to prevent downstream scour, increased downstream water velocities, and increased elevations on the property of others;

(f) Minimum horizontal and vertical navigational clearances on bridges over navigable waters of the United States shall be established in accordance with procedures outlined in the U.S. Coast Guard Bridge Administration Manual, COMDTINST M16590.5A, June 6, 1994;

(g) Horizontal and vertical clearances for replacement bridge structures shall meet or exceed those of the bridge being replaced;

(h) Temporary erosion controls for all exposed soils within wetlands and other surface waters shall be completed within seven calendar days of the most recent construction activity;

(i) The fill areas and the banks of the water body shall be stabilized with vegetation or riprap within seven days following completion of slope construction. This stabilization is considered a construction priority and completed fill slopes in wetlands and other surface waters shall not remain unstabilized while other construction continues;

(j) This general permit does not authorize the use of dredged material for roadway construction;

(k) The permittee shall use erosion and sediment control best management practices, including turbidity curtains

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or similar devices, in strict adherence to these practices as described in Chapter 6, The Florida Development Manual: A Guide to Sound Land and Water Management (Florida Department of Environmental Regulation, 1988), incorporated by reference herein to prevent violations of state water quality standards;

(l) This general permit authorizes dredging and filling for the replacement, modification, or maintenance of a bridge and approaches for a specific crossing of a wetland or other surface water. Replacement or modification of a bridge that includes changes in the configuration of the bridge and fill areas due to changes in materials, construction techniques, or meeting current construction codes or safety standards are authorized under this permit. Any connecting road expansion or alteration associated with such replacement or modification must be authorized by a separate general or individual permit under Part IV of Chapter 373, F.S., as applicable, before the start of construction; and

(m) This general permit does not authorize replacement or modification of bridges or approaches which involve the construction of additional traffic lanes.

GENERAL CONDITIONS FOR ALL NOTICED GENERAL PERMITS

Rule 62-341.215, Florida Administrative Code

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

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- (13) The permittee shall hold and save the Department harmless from any and all damages, claims, or liabilities, which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any system authorized by the general permit.
- (14) The permittee shall immediately notify the Department in writing of any previously submitted information that is later discovered to be inaccurate. Specific Authority: 373.026, 373.043, 373.044, 373.118, 373.406, 403.813, 403.814, F.S. Law Implemented: 373.026, 373.043, 373.046, 373.118, 373.403, 373.413, 373.416, 373.418, 373.419, 373.422, 373.423, 373.426, 403.813, 403.814, F.S. History—New 10-3-95.

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK

2009

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 FWC Hotline at 1-888-404-FWCC. 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.
- 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. Awareness signs that have already been approved for this use by the Florida Fish and Wildlife Conservation Commission (FWC) must be used (see MyFWC.com). One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 1/2" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities.

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



RIGHTS OF AFFECTED PARTIES

This letter acknowledges that the proposed activity may be conducted under general permit rule 62-341.443, F.A.C. This determination is final and effective on the date filed with the Clerk of the Department unless a sufficient petition for an administrative hearing is timely filed under sections 120.569 and 120.57 of the F.S. as provided below. If a sufficient petition for an administrative hearing is timely filed, this determination automatically becomes only proposed agency action subject to the result of the administrative review process. Therefore, on the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because an administrative hearing may result in the reversal or substantial modification of this action, the applicant is advised not to commence construction or other activities until the deadlines noted below for filing a petition for an administrative hearing or request for an extension of time have expired.

Mediation is not available.

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

Under rule 62-110.106(4) of the F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, before the applicable deadline. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon. If a request is filed late, the Department may still grant it upon a motion by the requesting party showing that the failure to file a request for an extension of time before the deadline was the result of excusable neglect.

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

In accordance with rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant must be filed within 14 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under section 120.60(3) of the F.S., must be filed within 14 days of publication of the notice or within 14 days of receipt of the written notice, whichever occurs first. Under section 120.60(3) of the F.S, however, any person who has asked the Department for notice of agency action may file a petition within 14 days of receipt of such notice, regardless of the date of publication.

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

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

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;

- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

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

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

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

Attachment

Part II-Proprietary
Public Easement Modification

According to Condition No. 18 within Public Easement No. 29714, no additional structures shall be erected and/or activities undertaken, including but not limited to, dredging, relocation/realignment or major repairs or renovations made to authorized structures, on, in or over sovereignty, submerged lands without the prior written consent of the Grantor, with the exception of emergency repairs. Therefore, please provide the following item for the Department to process a modification to Public Easement No. 29714:

The following item was asked in the RAI sent by the Department on December 19, 2008. However, as of the August 31, 2009 submittal, the item has not been submitted:

- 1) Two prints of a professional sketch of the proposed easement area will be required. Refer to the enclosed package (SLER 0960) for specific sketch requirements and information (refer to Chapter 18-21.009(1)(e), F.A.C.).

PROFESSIONAL SKETCH REQUIREMENTS

**For Leases and Private Easements (≤3,000 Square Feet Preempted Area Over
Sovereignty Submerged Lands) and All Public Easements**

INSTRUCTIONS TO APPLICANT

IMPORTANT:

THIS PACKAGE PROVIDES THE SUBMERGED LANDS AND ENVIRONMENTAL
RESOURCES PROGRAM REQUIREMENTS THAT MUST BE MET IF YOUR PROJECT
QUALIFIES FOR A LEASE OR EASEMENT AS DESCRIBED ABOVE

IF YOU CONTRACT WITH A DESIGNATED AGENT/ENTITY TO PROCESS YOUR
SUBMERGED LANDS PUBLIC EASEMENT OR LEASE APPLICATION, YOU MUST
PROVIDE THEM THIS PROFESSIONAL SKETCH OF DESCRIPTION REQUIREMENTS
PACKAGE

PROFESSIONAL SKETCH REQUIREMENTS**For Leases and Private Easements (<3,000 Square Feet Preempted Area Over Sovereignty Submerged Lands) and All Public Easements**

When a project involves an activity on sovereignty submerged lands that requires an easement or lease, an application for a Board of Trustees (BOT) easement or lease must be filed and processed by the appropriate DEP District Office. The information identified below must be submitted to the DEP District Office in order for your application for easement or lease to be processed. The following procedures are specific to sovereign submerged lands leases or private easements that will preempt **less than or equal to 3,000 square feet** and all public easements.

The information must be prepared from the most recent records (i.e., existing rights-of-way maps, existing surveys, deeds). At the minimum, the following will be required:

SKETCH OF DESCRIPTION (OF THE EASEMENT/LEASE AREA ON SOVEREIGNTY SUBMERGED LANDS)

1. Three (3) 8 1/2" x 11" prints of the sketch of description. If the prints are reduced from a larger drawing, a copy of the original drawing must also be submitted for clarity purposes.
2. The sketch of description must be clearly labeled "NOT A FIELD SURVEY."
3. All copies must be dated, signed (original signatures), and sealed by a surveyor registered with the Florida State Board of Professional Land Surveyors and Mappers stating that the sketch of description (sketch of the easement/lease area) is in compliance with the Minimum Technical Standards pursuant to Chapter 61G17-6, Florida Administrative Code.
4. The size and dimensions of all proposed and existing structures within the right-of-way must be shown on the sketch; or engineering drawings (8 1/2" x 11" prints) including this information must be provided.
5. An *approximate* mean high water line (MHWL) in tidally influenced waters or an *approximate* ordinary high water line (OHWL) in non-tidally influenced waters must be **shown** on the sketch with a note clearly stating that the *approximate* line is not intended to be the legal boundary between private and state ownership. (Note: the description must refer to the *actual* mean or ordinary high water line-- see below.)
6. Scaled or surveyed NAD 1927 or 1983 coordinates of the point of beginning (POB) of the easement/lease area must be shown on the sketch. The coordinates may be scaled from a USGS quad sheet or other suitable maps. The method used to determine the coordinates must be noted on the drawing.

LEASE AREA DESCRIPTION

A metes and bounds description of the perimeter of the lease sought must be provided on a separate 8 1/2" x 11" sheet and must include the county, section, township and range, the name of the affected waterbody and the approximate square footage of the lease. The lease description must call for the MHWL or OHWL even though the water boundary may be represented on the sketch by an approximate line or safe upland line.

EASEMENT AREA DESCRIPTION

A metes and bounds description of the perimeter of the easement sought must be provided on a separate 8 1/2" x 11" sheet and must include the county, section, township and range, the name of the affected waterbody and the approximate acreage of the easement. The easement description must call (bearing and distance) for an actual MHWL or OHWL. (A call for the approximate line of MHWL or OHWL will not be accepted in the description (the line must be known), but is acceptable on the sketch.) A centerline description will not be accepted.

LOCATION SKETCH / VICINITY MAP

A location sketch (vicinity map) must be provided. For clarity purposes, the location sketch must be provided on a separate 8 1/2" x 11" sheet.

BOUNDARY LINES OF SOVEREIGNTY SUBMERGED LANDS

There are two types of waterbodies that define sovereignty submerged lands: tidally influenced waterbodies and non-tidally influenced waterbodies. The boundary line between sovereignty lands and privately-owned riparian lands along tidally influenced waterbodies is the mean high water line (MHWL), and along non-tidally influenced waterbodies is the ordinary high water line (OHWL).

The MHWL is usually expressed as an elevation that is available for many areas of the state on the website www.flabins.org. If an elevation is not listed for a site, the surveyor will contact the Bureau of Survey and Mapping for acceptable procedures to establish the elevation.

The surveyor will contact the Bureau of Survey and Mapping for acceptable procedures to determine the OHWL.

For both types of waterbodies a safe upland line may be used in lieu of the true ownership boundary (MHWL or OHWL) to determine acceptable easement area. Generally, a safe upland line is sufficient if it runs along the edge of mature upland vegetation. If a safe upland line is used for identification of the easement area the legal description of the parcel bounded by this line must be preceded by a leader containing: "That part of the sovereign lands of the State of Florida that lie within the following described area:"

In all cases, contact the Bureau of Survey and Mapping if there are any questions.

Definitions:

Preempted area (18-21.003 and 18-20.003, F.A.C., as applicable) means the area of sovereignty lands from which the traditional public uses have been or would be excluded to any extent by an activity. The area may include, but is not limited to, the sovereignty lands occupied by the docks and other structures, the area between the docks and the shoreline and the area between the docks and out to any mooring pilings (the preempted area would also be extended to include the area for the largest [length and width] vessel(s) to be moored at the site). In Aquatic Preserves the area will also include the docking facility turning basin. If the activity is required to be moved waterward to avoid dredging or disturbance of nearshore habitat, a reasonable portion of the nearshore area that is not impacted by the dredging or structures shall not be included in the preempted area.

Sketch of Description: A sketch of a parcel or parcels of land pursuant to Chapter 61G17-6 and prepared by a Florida professional surveyor and mapper that can be derived from direct observation and measurements, and/or from existing available information sufficient to adequately represent the perimeters of a parcel or parcels of land. The sketch shall be in

complete accord with the property description shown on, or attached and referred to, the survey map.

Property Description or Legal Description: The description of a parcel or real property, in technical terms, that is sufficient to accurately locate the parcel. The property or legal description is incorporated as a part of the survey or sketch of description.

Boundary Survey: A process pursuant to Chapter 61G17-6, which is performed and prepared by a Florida professional surveyor and mapper from direct observation and measurements and presented in map form, the primary purpose of which is to define and document the perimeters of a parcel or parcels of land. The surveyor and mapper shall make a determination of the position of the boundary of real property in complete accord with the property description shown on, or attached and referred to, the survey map.

Metes and Bounds: A method of describing land by boundary lines (bounds) and measures of length and direction (metes). The most common method is to recite the directions and lengths as one would walk around the perimeter of the parcel.

This Instrument Prepared By
Tiana Brown
Recurring Revenue Section
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS EASEMENT

NO. 29714
BOT FILE NO. 410217563
PA NO. 41-0148857-010

THIS EASEMENT is hereby granted by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Grantor.

WITNESSETH: That for the faithful and timely performance of and compliance with the terms and conditions stated herein, the Grantor does hereby grant to Manatee County, Florida, hereinafter referred to as the Grantee, a nonexclusive easement on, under and across the sovereignty lands, if any, contained in the following legal description:

A parcel of sovereignty submerged land in Section 20,
Township 34 South, Range 17 East, in McLewis Bayou,
Manatee County, as is more particularly described
and shown on Attachment A, dated July 17, 1996.

TO HAVE THE USE OF the hereinabove described premises from August 31, 2011, the effective date of this modified easement, through August 19, 2046, the expiration date of this modified easement. The terms and conditions on and for which this modified easement is granted are as follows:

1. **USE OF PROPERTY:** The above described parcel of land shall be used solely for public transportation purposes only by or under the supervision of the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION or such local governmental entity having maintenance responsibility. Grantee shall not engage in any activity except as described in the Southwest Florida Water Management District Exemption No. Permit No. CT30028, dated August 19, 1996, and the State of Florida Department of Environmental Protection Noticed General Environmental Resource Permit No. 41-0148857-007, dated September 28, 2009, incorporated herein and made a part of this easement by reference. All of the foregoing subject to the remaining conditions of this easement.

2. **EASEMENT CONSIDERATION:** In the event the Grantor amends its rules related to fees and the amended rules provide the Grantee will be charged a fee or an increased fee for this activity, the Grantee agrees to pay all charges required by such amended rules within 90 days of the date the amended rules become effective or by a date provided by an invoice from the Department, whichever is later. All fees charged under this provision shall be prospective in nature; i.e. they shall begin to accrue on the date that the amended rules become effective.

3. **AUTOMATIC TERMINATION:** This easement shall automatically terminate when, in the opinion of Grantor, the easement is not utilized for the purposes authorized. Any costs or expenses incurred by Grantor in removing Grantee or its property from the easement area shall be paid by Grantee.

4. **WARRANTY OF TITLE/GUARANTEE OF SUITABILITY OF USE OF LAND:** Grantor neither warrants title to the lands described herein nor guarantees the suitability of any of the lands for any particular use.

5. **RIGHTS GRANTED:** The rights hereby granted shall be subject to any and all prior rights of the United States and any and all prior grants by the Grantor in and to the submerged lands situated within the limits of this easement.

6. **DAMAGE TO EASEMENT PROPERTY AND INTERFERENCE WITH PUBLIC AND PRIVATE RIGHTS:** Grantee shall not damage the easement lands or unduly interfere with public or private rights therein.

7. **GRANTOR'S RIGHT TO GRANT COMPATIBLE USES OF THE EASEMENT PROPERTY:** This easement is nonexclusive, and the Grantor, or its duly authorized agent, shall retain the right to enter the property or to engage in management activities not inconsistent with the use herein provided for and shall retain the right to grant compatible uses of the property to third parties during the term of this easement.

8. **RIGHT TO INSPECT:** Grantor, or its duly authorized agent, shall have the right at any time to inspect the works and operations of the Grantee in any matter pertaining to this easement.

9. **RIGHT TO TERMINATE:** Should a need of greater public benefit and use arise as determined by Grantor in its sole discretion, the Grantor shall have the right to terminate this easement. At such time, the Grantor shall issue written notification to the Grantee stating the effective date of such termination.

10. **RESOLUTION OF ANY INEQUITIES:** Any inequities that may subsequently arise as a result of this easement shall be subject to negotiation upon written request of either party hereto, and the parties agree to negotiate in good faith. In case of failure by the respective staffs to resolve the conflict(s), the matter shall be referred to the Grantor for final resolution.

11. **INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS:** The Grantee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

12. **ASSIGNMENT OF EASEMENT:** This easement shall not be assigned or otherwise transferred without prior written consent of the Grantor or its duly authorized agent and which consent shall not be unreasonably withheld. Any assignment or other transfer without prior written consent of the Grantor shall be null and void and without legal effect.

13. **TAXES AND ASSESSMENTS:** The Grantee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this easement which result from the grant of this easement or the activities of Grantee hereunder.

14. **CESSATION OF AUTHORIZATION/REMOVAL OF STRUCTURES:** Upon termination of this easement all authorization granted shall cease and terminate and Grantee shall remove all facilities and related structures erected at its expense.

15. **ENFORCEMENT OF PROVISIONS:** No failure, or successive failures, on the part of the Grantor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Grantor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

16. **RECORDATION OF EASEMENT:** The Grantee, at its own expense, shall record this fully executed easement in its entirety in the public records of the county within which the easement site is located within fourteen (14) days after receipt, and shall provide to the Grantor within ten (10) days following the recordation a copy of the recorded easement in its entirety which contains the O.R. Book and pages at which the easement is recorded.

17. **AMENDMENTS/MODIFICATIONS:** This easement is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this easement must be in writing and must be accepted, acknowledged and executed by the Grantee and Grantor.

18. **USACE AUTHORIZATION:** Prior to commencement of construction and/or activities authorized herein, the Grantee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Grantor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

19. **ADDITIONAL STRUCTURES OR ACTIVITIES/EMERGENCY STRUCTURAL REPAIRS:** No additional structures shall be erected and/or activities undertaken, including but not limited to, dredging, relocation/realignment or major repairs or renovations made to authorized structures, on, in or over sovereignty, submerged lands without the prior written consent of the Grantor, with the exception of emergency repairs. Unless specifically authorized in writing by the Grantor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Grantee to administrative fines under Chapter 18-14, Florida Administrative Code. If emergency repairs are required to be undertaken in the interests of public health, safety or welfare, the Grantee shall notify the Grantor of such repairs as quickly as is practicable; provided, however, that such emergency activities shall not exceed the activities authorized by this easement.

20. **UPLAND RIPARIAN PROPERTY INTEREST:** During the term of this easement, Grantee must have satisfactory evidence of sufficient upland interest as defined in subsection 18-21.003(60), Florida Administrative Code, to the extent required by paragraph 18-21.004(3)(b), Florida Administrative Code, in order to conduct the activity described in this easement. If at any time during the term of this easement, Grantee fails to comply with this requirement, use of sovereignty, submerged lands described in this easement shall immediately cease and this easement shall terminate and title to this easement shall revert to and vest in the Grantor immediately and automatically.

WITNESSES:

Barry C. Griffin
Original Signature
Barry C. Griffin
Print/Type Name of Witness
Amy L. Horton
Original Signature
Amy L. Horton
Print/Type Name of Witness

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE
OF FLORIDA

BY: Jeffery M. Gentry (SEAL)
Jeffery M. Gentry, Operations and Management Consultant
Manager, Bureau of Public Land Administration, Division
of State Lands, State of Florida Department of Environmental
Protection, as agent for and on behalf of the Board of Trustees of
the Internal Improvement Trust Fund of the State of Florida

"GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 10 day of November, 2011, by
Jeffery M. Gentry, Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State
Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the
Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED AS TO FORM AND LEGALITY:

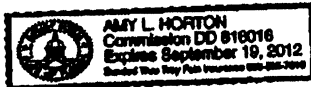
DEP Attorney

Amy L. Horton
Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No. _____



WITNESSES:

ATTEST: R. B. SHORE

CLERK OF CIRCUIT COURT
BY: Susan G. Romine
SUSAN G. ROMINE DEPUTY CLERK

Manatee County, Florida
By its Board of County Commissioners

(SEAL)

Original Signature

Typed/Printed Name of Witness

Original Signature

Typed/Printed Name of Witness

STATE OF _____

COUNTY OF _____

Original Signature of Executing Authority

Carol Whitmore
Typed/Printed Name of Executing Authority

Chairman
Title of Executing Authority

"GRANTEE"

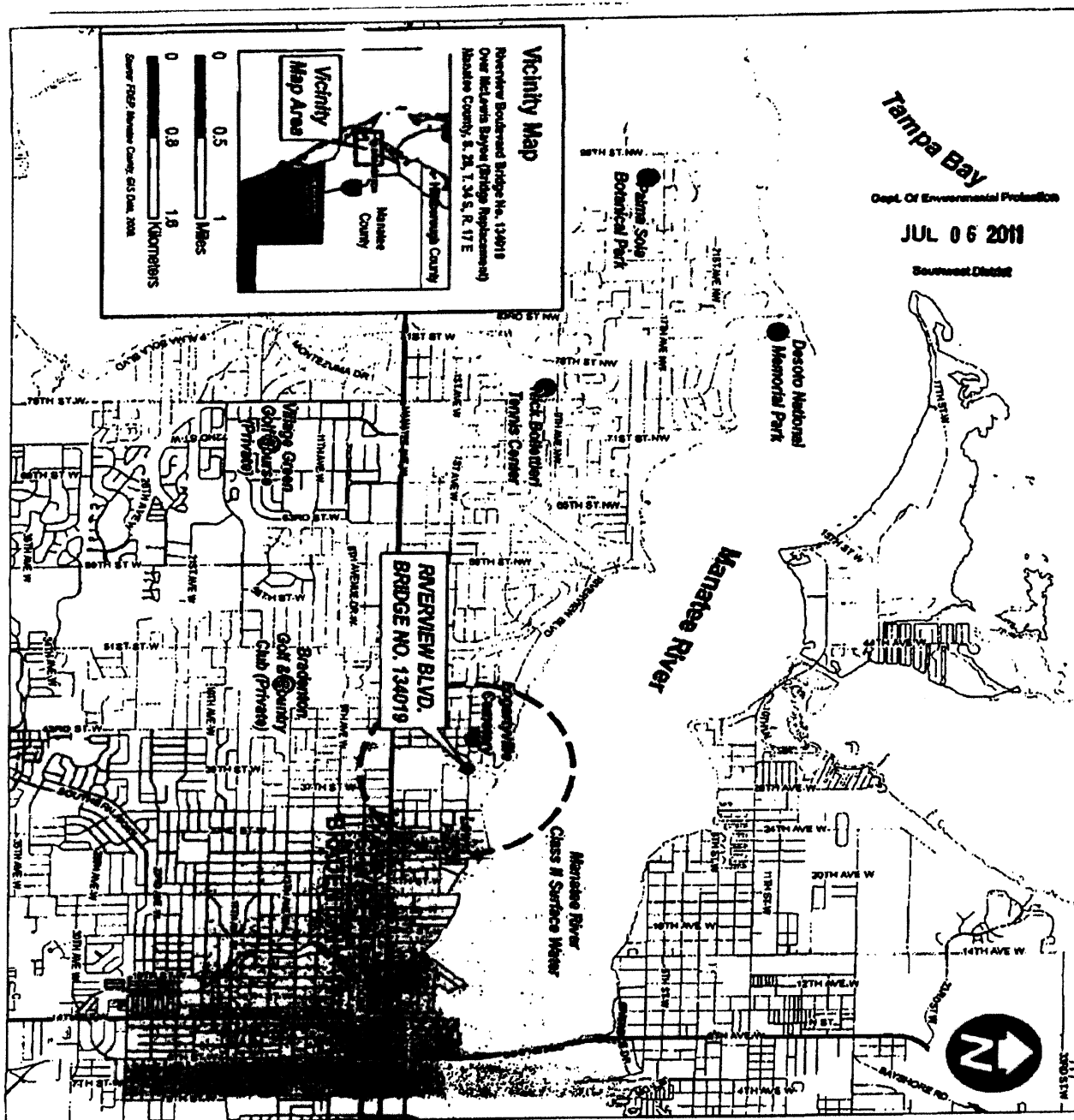
The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by
Carol Whitmore as Chairman, for and on behalf of the Board of County Commissioners of Manatee County, Florida. She is
personally known to me or who has produced _____ as identification.

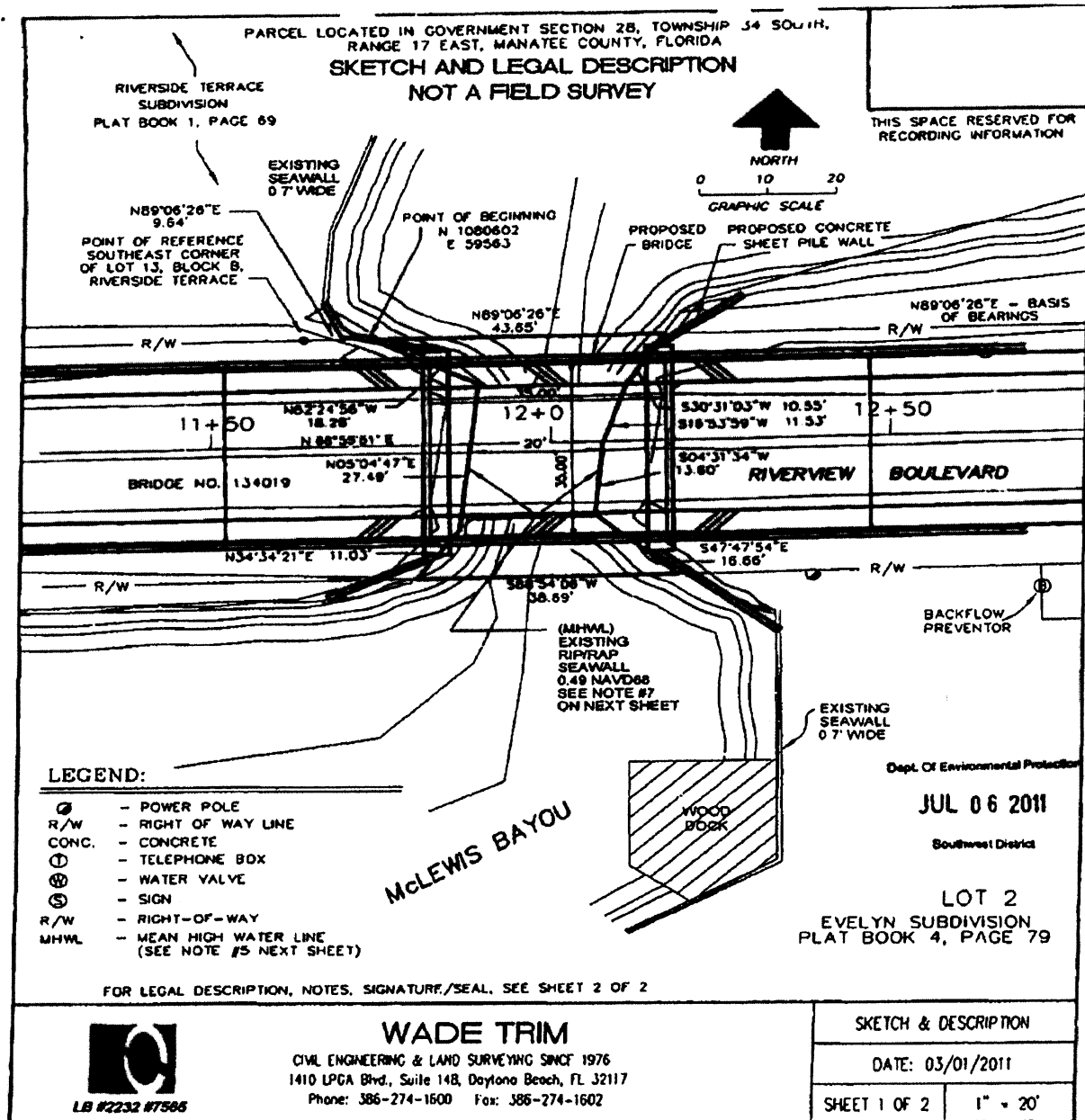
My Commission Expires:

Notary Public, State of _____

Commission/Serial No. _____

Printed, Typed or Stamped Name





SKETCH AND LEGAL DESCRIPTION
NOT A FIELD SURVEY

LEGAL DESCRIPTION

RIVERVIEW BOULEVARD BRIDGE
BRIDGE NO. 134019 OVER MCLEWIS BAYOU

A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 13, BLOCK 8, OF RIVERSIDE TERRACE OF SUBDIVISION IN SAID SECTION 28, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 89, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE NB9°06'26"E ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF RIVERVIEW BOULEVARD FOR A DISTANCE OF 9.64 FEET TO THE MEAN HIGH WATER LINE OF MCLEWIS BAYOU AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE NB9°06'26"E ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 43.55 FEET TO SAID MEAN HIGH WATER LINE; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING FOUR COURSES: 1) THENCE S30°31'03"W FOR A DISTANCE OF 10.55 FEET; 2) THENCE S16°53'59"W FOR A DISTANCE OF 11.53 FEET; 3) THENCE S04°31'34"W FOR A DISTANCE OF 13.60 FEET; 4) THENCE S47°47'54"E FOR A DISTANCE OF 16.66 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID RIVERVIEW BOULEVARD AND THE END OF SAID COURSES; THENCE S88°54'06"W ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 38.69 FEET TO SAID MEAN HIGH WATER LINE; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING THREE COURSES: 1) THENCE N34°34'21"E FOR A DISTANCE OF 11.03 FEET; 2) THENCE N05°04'47"E FOR A DISTANCE OF 27.49 FEET; 3) THENCE N62°24'56"W FOR A DISTANCE OF 18.28 FEET TO THE END OF SAID COURSES AND TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

CONTAINING 1120 SQUARE FEET OR 0.0257 ACRES, MORE OR LESS.

THIS SPACE RESERVED FOR
RECORDING INFORMATION

Dept. Of Environmental Protection

JUL 06 2011

Southwest District

SURVEYOR'S NOTES:

1. BASIS OF BEARINGS: ASSUMED, WITH THE NORTHERLY RIGHT-OF-WAY LINE OF RIVERVIEW BOULEVARD, AS SHOWN, BEING NB9°06'26"E.
2. THERE MAY BE EASEMENTS AND OTHER ITEMS OF RECORD NOT SHOWN HEREON (NO TITLE WORK FURNISHED).
3. THIS IS A GRAPHIC ILLUSTRATION FOR INFORMATIONAL PURPOSES ONLY, AND IS NOT INTENDED TO DEPICT A FIELD SURVEY.
4. THIS IS NOT A BOUNDARY SURVEY.
5. THE APPROXIMATE MEAN HIGH WATER LINE AS SHOWN HEREON IS NOT INTENDED TO BE THE LEGAL BOUNDARY BETWEEN PRIVATE AND STATE OWNERSHIP.
6. THE COORDINATES (N/E) SHOWN FOR THE POINT OF BEGINNING HEREON ARE NAD27, AND ARE APPROXIMATE AS SCALED FROM USGS QUAD MAPS (PALMETTO/BRADENTON, FL).
7. THE PUBLISHED VERTICAL VALUE FOR THE MEAN HIGH WATER LINE IN THIS VICINITY IS 0.49 NAVD88 PER FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, PER LABINS.ORG WEBSITE.

LEGEND/ABBREVIATIONS

LB = LICENSED BUSINESS
RW = RIGHT OF WAY
PG/P = PAGE
ORB = OFFICIAL RECORDS BOOK
NAD27 = NORTH AMERICAN DATUM OF 1927
NAVD88 = NORTH AMERICAN VERTICAL DATUM OF 1988

I HEREBY CERTIFY THAT THIS SKETCH MEETS MINIMUM
TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA
BOARD OF PROFESSIONAL LAND SURVEYORS PER CHAPTER
SJ-17.050 THRU 17.052, FLORIDA ADMINISTRATIVE CODE.

KENNETH J. KUJAR
FLORIDA PROFESSIONAL SURVEYOR/MAPPER #6106



LB #2292 #7685

WADE TRIM

A WADE TRIM COMPANY - CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
1410 LPGA Blvd., Suite 148, Daytona Beach, FL 32117
Phone: 386-274-1600 Fax: 386-274-1602

SKETCH & DESCRIPTION

DATE: 03/01/2011

SHEET 2 OF 2

1" = 20'



FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION
Southwest District Office
13051 North Telecom Parkway
Temple Terrace, Florida 33637-0926

Charlie Crist
Governor

Jeff Kottkamp
Lt. Governor

Michael W. Sole
Secretary

November 18, 2008

H. Wayne Roberts, Deputy Director, Engineering
Manatee County
1022 26th Avenue East
Bradenton, FL 34208

Re: General Permit for Construction of a Domestic Wastewater Collection/Transmission System
Project: Riverview Boulevard Bridge No. 134019
FDEP Permit No.: CS41-0182063-119
County: Manatee

Dear Mr. Roberts:

The Department has received your Notice of Intent to Use the General Permit to construct a domestic wastewater collection/transmission system to serve system improvements. This project consists of a new four-inch diameter force main. No new flow will be treated at the MC Southwest Regional Wastewater Treatment Facility. The Department received this Notice on November 3, 2008.

The Department has no objection to your use of a General Permit for the construction of a collection/transmission system that has been designed in accordance with the standards and criteria set forth in Rule 62-604.400, Florida Administrative Code (FAC). In accordance with Rules 62-4.530(1) and 62-604.600(6)(a)1., FAC, construction of this project shall not begin until at least 30 days after the receipt date (referenced above) of Application Form 62-604.300(8)(a). All General Permits are subject to the general conditions of Rule 62-4.540, FAC, (attached), and Rules 62-604.600 and 62-604.700, FAC. The construction activity must conform to the description contained in your Notice of Intent to Use the General Permit. Any deviation will subject the permittee to enforcement action and possible penalties.

If you have any questions, you may contact Harold D. Marin at (813) 632-7600, extension 318.

Sincerely,

Isabel King, P.E.
Permitting Supervisor
Domestic Wastewater Section

IK/hm

Attachments: General Conditions
Location of Public Water System Mains

cc: Jeffrey D. Trim, P.E., Wade Trim, Inc. (via e-mail)

62-4.540 General Conditions for All General Permits

(1) The terms, conditions, requirements, limitations, and restrictions set forth in this Part are "general permit conditions" and are binding upon the permittee. The conditions are enforceable under Chapter 403, F.S.

(2) The general permit is valid only for the specific activity indicated. Any deviation from the specified activity and the conditions for undertaking that activity shall constitute a violation of the permit. The permittee is placed on notice that violation of the permit may result in suspension or revocation of the permittee's use of the general permit and may cause the Department to begin legal proceedings.

(3) The general permit does not convey any vested rights or any exclusive privileges. It does not authorize any injury to public or private property nor any invasion of personal rights. It does not authorize any infringement of federal, State or local laws or regulations. It does not eliminate the necessity for obtaining any other federal, State or local permits that may be required, or allow the permittee to violate any more stringent standards established by federal or local law.

(4) The general permit does not relieve the permittee from liability and penalties when the construction or operation of the permitted activity causes harm or injury to human health or welfare; causes harm or injury to animal, plant or aquatic life; or causes harm or injury to property. It does not allow the permittee to cause pollution in contravention of Florida Statutes and Department rules.

(5) The general permit conveys no title to land or water, nor does it constitute State recognition or acknowledgement of title. It does not constitute authority for reclamation of submerged lands. Only the Board of Trustees of the Internal Improvement Trust Fund may express State opinion as to title.

(6) No general permit shall authorize the use of state owned land without the prior consent of the Board of Trustees of the Internal Improvement Trust Fund pursuant to Section 253.77, F.S.

(7) The general permit may be modified, suspended or revoked in accordance with Chapter 120, Florida Statutes, if the Secretary determines that there has been a violation of any of the terms or conditions of the permit, there has been a violation of state water quality standards or state air quality standards, or the permittee has submitted false, incomplete or inaccurate data or information.

(8) The general permit shall not be transferred to a third party except pursuant to Florida Administrative Code Rule 62-4.120.

(9) The general permit authorizes construction and where applicable operation of the permitted facility.

(10) The permittee agrees in using the general permit to make every reasonable effort to conduct the specific activity or construction authorized by the general permit in a manner that will minimize any adverse effects on adjacent property or on public use of the adjacent property, where applicable, and on the environment, including fish, wildlife, natural resources of the area, water quality or air quality.

(11) The permittee agrees in using the general permit to allow a duly authorized representative of the Department access to the permitted facility or activity at reasonable times to inspect and test upon presentation of credentials or other documents as may be required by law to determine compliance with the permit and the Department rules.

(12) The permittee agrees to maintain any permitted facility or activity in good condition and in accordance with the plans submitted to the Department under Rule 62-4.530(1).

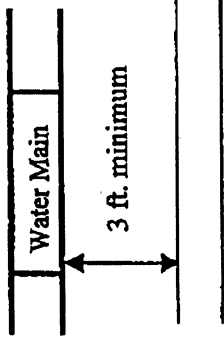
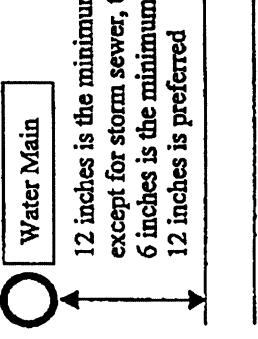
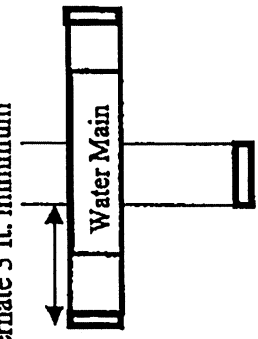
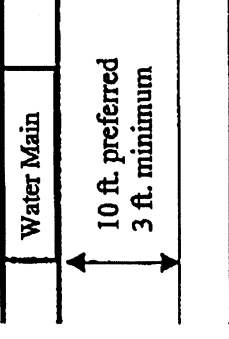
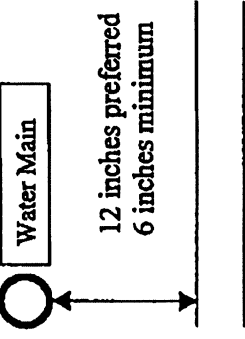
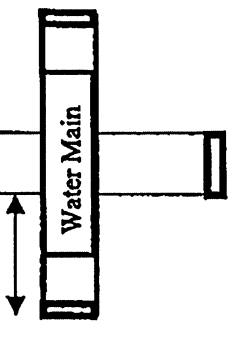
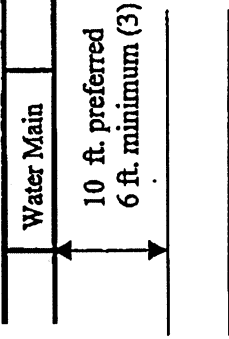
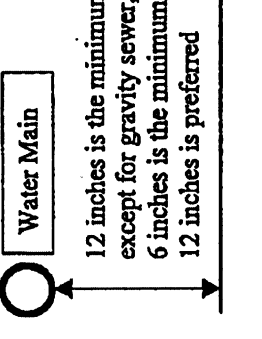
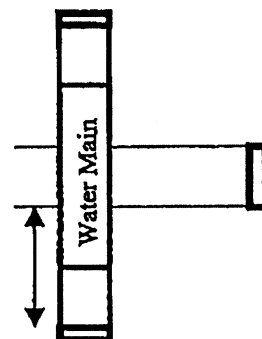
(13) A permittee's use of a general permit is limited to five years. However, the permittee may request continued use of the general permit by notifying the Department pursuant to Rule 62-4.530(1). The permittee shall give notice of continued use of a general permit thirty days before it expires.

Specific Authority: 403.814(1), F.S.

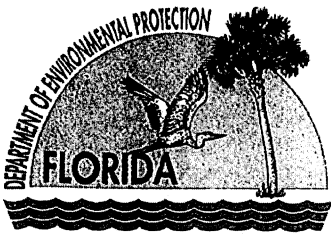
Law Implemented: 253.123, 253.124, 403.061, 403.087, 403.088, 403.702-403.73, 403.814, 403.851-403.864, F.S.

History: New 7-8-82. Amended 8-31-88. Previously Numbered As 17-5.54.

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

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

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



Florida Department of Environmental Protection

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

Charlie Crist
Governor

Jeff Kottkamp
Lt. Governor

Michael W. Sole
Secretary

RECEIVED
FEB 01 2010

JAN 29 2010

Manatee County
c/o H. Wayne Roberts, P.E.
Deputy Director of Engineering
1022 26th Avenue East
Bradenton, FL 34208

File No.: 41-0148857-008, Manatee County

Dear Mr. Roberts:

Thank you for your request to the Department for authorization to maintenance dredge 135 cubic yards of material to a depth of five feet at mean low water within McLewis Bayou, a Class III Florida Waterbody contiguous with the Manatee River, Bradenton, Section 20, Township 34 South, Range 17 East, in Manatee County.

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

REGULATORY REVIEW - APPROVED

Pursuant to Part IV, Chapter 373, F.S., and based upon the forms, drawings, and documents submitted on February 12, 2009 and additional information submitted on December 31, 2009, the proposed project appears to qualify as an activity which is exempt from the need for a Department Environmental Resource regulatory permit under 40D-4.051(8)(d), Florida Administrative Code (F.A.C.). A copy of the applicable language for this exemption is attached. This determination is based solely on the information provided to the Department and the statutes and rules in effect when the application was submitted and is effective only for the specific activity proposed. This determination shall automatically expire if site conditions materially change or the governing statutes or rules are amended. In addition, any substantial modifications in your plans should be submitted to the Department for review, as changes may result in a permit being required. In any event, this determination shall expire after one year.

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

management practices and in a manner which does not cause water quality violations, pursuant to Rule 62-302, F.A.C.

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

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

PROPRIETARY REVIEW -NOT APPROVED

A review of the location of your proposed project indicates that it is on state-owned submerged lands. Therefore, your project is being recommended for approval for an authorization to use sovereignty submerged lands. Prior to authorization, you must submit one of the following:

- Payment (check or money order only, please) in the amount of \$303.75 (135 cubic yards X \$2.25 per cubic yard) to the **Department of Environmental Protection, Post Office Box 3070, Tallahassee, Florida 32399-3070, Attn: Cashier, Division of State Lands**. An invoice will be sent to you under separate cover. Please send the invoice to the above-referenced address and ensure that the file number and object code are noted on the face of the check. **DO NOT SEND YOUR PAYMENT TO THIS OFFICE.**

or

- Documentation that the material will be placed on public property and used for public purposes. If the material will be used as cover material at a landfill, please provide documentation from the landfill indicating that the facility will use the spoil material as cover material at the landfill.

Please be advised that any use of sovereign submerged lands without specific prior authorization from the Board of Trustees will be considered a violation of Chapter 253, Florida Statutes and may subject the affected upland riparian property owners to legal action as well as potential fines for the prior unauthorized use of sovereign land.

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

SPGP REVIEW -APPROVED

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

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

Please see the copies of the exemption attached to this letter and note that all specific conditions in the rule must be met in order to qualify for this exemption. If you have any questions, please contact Kristina Evans at (813) 632-7600, extension 286. When referring to this project, please use the file number listed above.

Sincerely,



Kristina Evans
Environmental Specialist II
Environmental Resource Management



Thomas P. Glancy
Environmental Specialist III

cc: Lesli Montes de Oca, E.I., Wade Trim, Inc., 8745 Henderson Road, Suite 220, Renaissance 5,
Tampa, FL 33634

Enclosures:

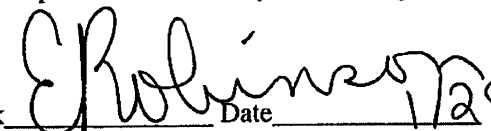
Chapter 40D-4.051(8)(d), F.A.C.
Notice of Rights of Substantially Affected Persons
General Conditions for Federal Authorization for SPGP IV-R1
Standard Manatee Construction Conditions
Attachment "A" For Discretionary Publication

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this exemption, including all copies, was mailed before the close of business on 1/29/10, to the above listed persons.

FILING AND ACKNOWLEDGMENT

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

Clerk  Date 1/29/10

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

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

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

RIGHTS OF AFFECTED PARTIES

This letter acknowledges that the proposed activity is exempt from Environmental Resource Permitting requirements under Chapter 403.813(2)(f), F.S., and Chapter 40D-4.051(8)(d), F.A.C. This determination is final and effective on the date filed with the Clerk of the Department unless a sufficient petition for an administrative hearing is timely filed under sections 120.569 and 120.57 of the Florida Statutes as provided below. If a sufficient petition for an administrative hearing is timely filed, this determination automatically becomes only proposed agency action subject to the result of the administrative review process. Therefore, on the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. The procedures for petitioning for a hearing are set forth in the attached notice.

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

Be advised that your neighbors and other parties who may be substantially affected by the proposed activity allowed under this determination of exemption have a right to request an administrative hearing on the Department's decision that the proposed activity qualifies for this exemption. Because the administrative hearing process is designed to re-determine final agency action on the application, the filing of a petition for an administrative hearing may result in a final determination that the proposed activity is not authorized under the exemption established under Chapter 403.813(2)(f), F.S., and Chapter 40D-4.051(8)(d), F.A.C.

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

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

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

GENERAL CONDITIONS FOR FEDERAL AUTHORIZATION FOR SPGP IV-R1

1. The time limit for completing the work authorized ends on July 24, 2011.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with general condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature and mailing address of the new owner in the space provided below and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Further Information:

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

- d. Design or Construction deficiencies associated with the permitted work.
 - e. Damage claims associated with any future modification, suspension, or revocation of this permit.
3. Reliance on applicant's data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.
 4. Reevaluation of permit decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:
 - a. You fail to comply with the terms and conditions of this permit
 - b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 3 above).
 - c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.
 5. Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office and if you fail to comply with such directive this office may in certain situations (such as those specified in 33 CER 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.
 6. When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

(TRANSFEREE-SIGNATURE)

(DATE)

(NAME-PRINTED)

(ADDRESS)

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK 2009

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 FWC Hotline at 1-888-404-FWCC. 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.
- 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. Awareness signs that have already been approved for this use by the Florida Fish and Wildlife Conservation Commission (FWC) must be used (see MyFWC.com). One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 1/2" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities.

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

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

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

Manatee County
c/o H. Wayne Roberts, P.E.
Deputy Director of Engineering
1022 26th Avenue East
Bradenton, FL 34208

DEP File No.: 41-0148857-008, Manatee County

Dear Mr. Roberts:

The Department of Environmental Protection gives notice that it has received a request for authorization to maintenance dredge 135 cubic yards of material to a depth of five feet at mean low water within McLewis Bayou, a Class III Florida Waterbody contiguous with the Manatee River, Bradenton, Section 20, Township 34 South, Range 17 East, in Manatee County. The Department has determined that the project qualifies for an exemption established under Chapter 40D-4.051(8)(d), F.A.C.

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

Mediation is not available.

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

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

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

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

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

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

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

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



Florida Department of Environmental Protection

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

Rick Scott
Governor

Jennifer Carroll
Lt. Governor

Herschel T. Vinyard, Jr.
Secretary

FEB - 3 2011

RECEIVED

FEB 04 2011

WADE TRIM, INC.

Manatee County Public Works Department
Engineering Services Division
c/o Sia Mollanazar, P.E., Deputy Director
P.O. Box 1000
Bradenton, FL 34208

File No.: 41-0148857-009, Manatee County

Dear Mr. Mollanazar:

Thank you for your request to the Department for authorization to install (1) an eight-inch-diameter water main adjacent to the north side of the Riverview Boulevard Bridge (Bridge No. 134019); and, (2) a four-inch-diameter force main adjacent to the south side of the Riverview Boulevard Bridge. The pipelines will be installed using a horizontal directional drill to cross underneath McLewis Bayou, a Class III Florida Waterbody contiguous with the Manatee River in Bradenton, Section 28, Township 34 South, Range 17 East, Manatee County. In the event that a frac-out occurs, the applicant shall implement the attached Frac-Out Management and Recovery Operation Plan. This determination does not authorize the installation of riprap adjacent to the north and south sides of the bridge shown on the enclosed project drawing.

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

REGULATORY REVIEW – APPROVED

Pursuant to Part IV, Chapter 373, F.S., and based upon the forms, drawings, and documents submitted on August 31, 2009, the proposed project appears to have only minimal or insignificant individual or cumulative adverse impacts on the water resources of the State. Therefore, the proposed project appears to qualify as an activity that is exempt from regulation pursuant to Chapter 373.406(6), F.S. A copy of Chapter 373.406(6), F.S. is attached. This determination is based solely on the information provided to the Department and the statutes and rules in effect when the application was submitted, and is effective only for the specific activity proposed. This determination shall automatically expire if site conditions materially change or the governing statutes or rules are amended. In addition, any substantial

modifications in your plans should be submitted to the Department for review, as changes may result in a permit being required. In any event, this determination shall expire after one year.

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

The determination that your project qualifies as an exempt activity pursuant Chapter 373.406(6), F.S. may be revoked if the installation is substantially modified, if the basis for the exemption is determined to be materially incorrect, or if the installation results in water quality violations. Any changes made in the construction plans or location of the project may necessitate a permit or certification from the Department. Therefore, you are advised to contact the Department before beginning the project and before beginning any work in waters or wetlands not specifically described in your submittal.

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

PROPRIETARY REVIEW – APPROVED

Please be advised that any use of sovereign submerged lands without specific prior authorization from the Board of Trustees will be considered a violation of Chapter 253, F.S., and may subject the affected upland riparian property owners to legal action as well as potential fines for the prior unauthorized use of sovereign land.

As your project meets the provisions of Rule 18-21.005(1)(a)(1), F.A.C., authorization is not required to use state-owned submerged land for the construction of your project.

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

SPGP REVIEW – NOT APPROVED

A copy of your application has been sent to the U.S. Army Corps of Engineers (USACOE) for review. The USACOE may require a separate permit. Failure to obtain this authorization prior to construction could subject you to enforcement action by that agency. For further information, you should contact the USACOE Tampa Regulatory Field Office at (813) 769-7060.

Thank you for your assistance in protecting the natural resources of the State of Florida. If you have any questions, please contact Kristina Evans at (813) 632-7600, extension 286. When referring to this project, please use the file number listed above.

Sincerely,



William L. Vorstadt
Program Administrator
Submerged Lands and Environmental Resource Program
Southwest District

cc: Doug Fry, Tallahassee
Lesli Montes de Oca, Project Engineer, WadeTrim, Renaissance 5, 8745 Henderson Road, Suite
220, Tampa, FL 33634

Enclosures:
Chapter 373.406(6), F.S.
Project Drawings
Notice of Rights of Substantially Affected Persons
Attachment "A" for Discretionary Publication

Attachment:
Frac-Out Management and Recovery Operation Plan

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this determination including all copies,
was mailed before the close of business on 2/3/11, to the above listed persons.

FILING AND ACKNOWLEDGMENT

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

Clerk E Robinson Date 2/3/11

Chapter 373.406(6), F.S.

Any district or the Department may exempt from regulation under this part those activities that the district or Department determines will have only minimal or insignificant individual or cumulative adverse impacts on the water resources of the district. The district and the Department are authorized to determine, on a case-by-case basis, whether a specific activity comes within this exemption. Requests to qualify for this exemption shall be submitted in writing to the district or Department, and such activities shall not be commenced without a written determination from the district or Department confirming that the activity qualifies for the exemption.

RIGHTS OF AFFECTED PARTIES

This determination is final and effective on the date filed with the Clerk of the Department unless a sufficient petition for an administrative hearing is timely filed under sections 120.569 and 120.57 of the F.S. as provided below. If a sufficient petition for an administrative hearing is timely filed, this determination automatically becomes only proposed agency action subject to the result of the administrative review process. Therefore, on the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. The procedures for petitioning for a hearing are set forth in the attached notice.

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

Be advised that your neighbors and other parties who may be substantially affected by the proposed activity allowed under this determination of exemption have a right to request an administrative hearing on the Department's decision that the proposed activity qualifies for this exemption. Because the administrative hearing process is designed to redetermine final agency action on the application, the filing of a petition for an administrative hearing may result in a final determination that the proposed activity is not authorized under the exemption established under Chapter 373.406(6), F.S.

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

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

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

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

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

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

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

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

(3/08/2004)

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

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

Manatee County Public Works Department
Engineering Services Division
c/o Sia Mollanazar, P.E., Deputy Director
P.O. Box 1000
Bradenton, FL 34208

DEP File No.: 41-0148857-009, Manatee County

The Department of Environmental Protection gives notice that it has received a request for authorization to install (1) an eight-inch-diameter water main adjacent to the north side of the Riverview Boulevard Bridge (Bridge No. 134019); and, (2) a four-inch-diameter force main adjacent to the south side of the Riverview Boulevard Bridge. The pipelines will be installed using a horizontal directional drill to cross underneath McLewis Bayou, a Class III Florida Waterbody contiguous with the Manatee River in Bradenton, Section 28, Township 34 South, Range 17 East, Manatee County. This activity appears to have only minimal or insignificant individual or cumulative adverse impacts on the water resources of the State, and has therefore determined the activity to be exempt from regulation under Chapter 373.406(6), F.S. In the event that a frac-out occurs, the applicant shall implement the attached Frac-Out Management and Recovery Operation Plan. This determination does not authorize the installation of riprap adjacent to the north and south sides of the bridge shown on the enclosed project drawing.

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

Mediation is not available.

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

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

time before the deadline was the result of excusable neglect, the Department may also grant the requested extension of time.

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

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

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

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

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

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

**Manatee County Public Works
1022 26th Avenue East
Bradenton, FL 34208
(941) 708-7450**

**FRAC-OUT MANAGEMENT AND RECOVERY OPERATION PLAN
Riverview Blvd over McLewis Bayou Bridge Replacement Project**

This plan is being submitted for the above referenced project as a contingency plan of action in the event of a drilling mud spill occurring during the horizontal directional drilling (HDD) activity associated with the installation a two sub-aqueous pipe lines.

EROSION CONTROL BEST MANAGEMENT PRACTICE (BMP)

The Permittee will employ a Contractor who has expertise in the area of horizontal directional drilling and compliant cleanup procedures. All work will be performed landward of the existing wetland line. From the beginning to the end of the HDD operation all work will conform to BMP standards. Erosion and turbidity control measures shall include but are not limited to silt fences, hay/synthetic bales, turbidity barriers, earthen berms, etc. The entry/exit pits will be within a trench with an adjacent earthen berm constructed on the downslope side to contain the drilling muds while in use.

The Contractor will have the following available at the construction site and at all times during HDD activities:

1. A spotter observing for evidence of a frac-out.
2. Floating turbidity barriers.
3. A vac truck.
4. A spill kit that includes goggles, gloves, filter bags, absorbent pads, and boom equipment will be available at all times.

RAPID RESPONSE AND CONTAINMENT PROCEDURES

The Contractor shall have a sufficient number of qualified personnel on the site during HDD activities to provide immediate response and initiation of containment procedures in the event a frac-out. Response would proceed as follows:

1. Immediately cease all drilling and work that contributed to the spill.
2. Immediately install additional erosion and turbidity control devices mentioned above and repair/replace all non-functioning erosion and turbidity control devices.
3. The Contractor's personnel will immediately begin inspection and notification procedures. FDEP personnel will be alerted through the State Warning Point number (800-320-0519) within 24 hours. The Permittee will also be informed.

CLEANUP PROCEDURES

1. To prevent the drilling muds from spreading further the above mentioned erosion and turbidity control devices shall be used and any other means necessary.

2. Cleanup will use whatever measures and equipment are required, including a vac truck and spill kit.
3. Cleanup of the spilled drilling muds shall include removal of the material from the site by an approved method, and disposal of same to an approved location.
4. Once the spill has been contained and cleaned up, the Contractor will file a full incident report to the FDEP within ten business days, detailing all phases of the response and cleanup activity.

If for any reason the Contractor should fail to fulfill their obligation in this regard, the Permittee shall provide emergency response crews, including sufficient personnel and equipment to contain and remove the excess drilling muds from the site.

**GEOTECHNICAL ENGINEERING
SERVICES REPORT**

For the

**RIVERVIEW BOULEVARD BRIDGE
OVER McLEWIS BAYOU
BRIDGE NO. 134019
MANATEE COUNTY, FLORIDA**

Prepared for

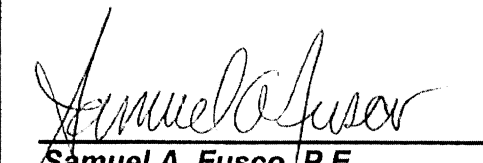
**Wade-Trim, Inc.
4919 Memorial Highway
Suite 200
Tampa, Florida 33634**

Prepared by

**Professional Service Industries, Inc.
6261 Tower Lane
Sarasota, Florida 34240
Telephone: (941) 378-9001
Fax: (941) 378-3972**

PSI Project No. 387-15026

11 April 2001


Samuel A. Fusco, P.E.
Senior Geotechnical Engineer

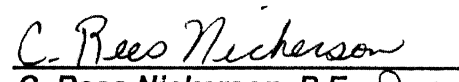

C. Rees Nickerson, P.E.
Chief Engineer

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ATTACHMENTS

Boring Location Plan
Boring Logs



1.0 PROJECT INFORMATION

1.1 PROJECT AUTHORIZATION

Authorization to proceed with this project was issued by Mr. Jeffrey D. Trim, P.E. of Wade-Trim, Inc. through an acceptance of PSI Proposal No. 387-036 dated 19 March 2001.

1.2 PROJECT DESCRIPTION

The project is located in Manatee County, Florida. Specifically, the project is located along Riverview Boulevard over McLewis Bayou, north of State Road 64, west of Interstate 75. This project is planned to consist of replacing an existing concrete bridge. An ultimate axial pile capacity of 80 tons was provided by Wade-Trim, Inc. based on an allowable pile capacity of 26 tons per pile providing a factor of safety of 3.

If any of the noted information is incorrect or has changed, please notify PSI so that we may amend the recommendations presented in this report, if appropriate.

1.3 PURPOSE AND SCOPE OF WORK

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

1. Deep foundation system evaluation and analyses. The recommended foundation system will include design dimensions, minimum tip elevation, axial and lateral capacities and total settlement.
2. Engineering criteria for placement and compaction of approved structural fill materials.
3. Lateral earth pressure design parameters.
4. General location and description of potentially deleterious materials encountered in the borings which may interfere with construction progress or structure performance, including existing fills or surficial organics.
5. Identification of current groundwater levels.



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

1. Reviewed readily available published topographic and soils information. This published information was obtained from the "Palmetto, Florida" Quadrangle Map published by the United States Geological Survey (USGS) and the "Soil Survey of Manatee County, Florida" published by the United States Department of Agriculture (USDA) Soil Conservation Service (SCS).
2. Executed a program of subsurface exploration consisting of subsurface sampling and field testing. We performed two (2) Standard Penetration Test (SPT) borings; one (1) on either end of the bridge. The SPT borings extended to a depth of approximately 60 feet below existing ground surface.
3. Visually classified the samples in the laboratory using the Unified Soil Classification System (USCS). Identified soil conditions at the boring location and formed an opinion of the site soil stratigraphy.
4. Collected groundwater level measurements.
5. Prepared this formal engineering report which summarizes the course of study pursued, the field data generated, subsurface conditions encountered, and our engineering recommendations in each of the pertinent topic areas.

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

2.0 SITE AND SUBSURFACE CONDITIONS

2.1 SITE LOCATION AND DESCRIPTION

The site of the proposed bridge replacement project is located in Manatee County, Florida. The property is located in Section 28, Township 34 South, Range 17 East in Manatee County, Florida.



The topographic survey map published by the USGS titled "Palmetto, Florida" dated 1964 (photorevised 1987) was reviewed for ground surface features at the proposed project location. Based on this review, the natural ground surface elevation in the area prior to development was approximately 5 feet National Geodetic Vertical Datum (NGVD) of 1929.

2.2 MANATEE COUNTY SOIL SURVEY

The "Soil Survey of Manatee County, Florida" published by the USDA, SCS, was reviewed for general near surface soil information prior to development in the area. This information indicates there are two (2) soil map units in the vicinity of the project site. The soil map unit (9) is noted as Canaveral sand, filled, and map unit (31) is noted as Myakka fine sand.

2.3 SUBSURFACE CONDITIONS

The subsurface conditions for the bridge replacement were explored using two (2) Standard Penetration Test (SPT) borings, each advanced to a depth of 60 feet below existing ground level, at the southwest and northeast corners of the existing bridge. The borings were located in the field by PSI personnel from existing site features and the approximate positions are illustrated on the enclosed Boring Location Plan. The SPT borings were advanced utilizing rotary mud drilling methods and soil samples were routinely obtained during the drilling process at selected intervals. Drilling and sampling techniques were accomplished in general accordance with ASTM standards.

The subsurface materials encountered at the boring locations consisted of fine sand followed by weathered Limestone. The initial material encountered consisted of very loose to loose slightly silty fine sand (SP-SM) to a depth of approximately 19.5 feet below the existing ground surface. The SPT N-values in this material ranged from 2 to 7 blows per foot (bpf). The SP-SM material was followed by hard gray indurated silty CLAY to clayey SILT, weathered LIMESTONE which continued to the boring termination depth of 60 feet. The SPT N-values ranged from 16 bpf to 50 blows causing 0 inches of sampler penetration within the weathered limestone layer.

The USDA "Soil Survey of Manatee County, Florida" indicates that the Canaveral and Myakka fine sands at this site exhibit a range of low to high risk of corrosion towards concrete. Corrosion series testing indicates the on-site soil to be moderately aggressive as defined by FDOT standards; therefore, Class V concrete should be used for the precast pre-stressed concrete piles.



The above subsurface description is of a generalized nature to highlight the major subsurface stratification features and material characteristics. The enclosed boring logs should be reviewed for specific information at the individual boring location. These logs include soil descriptions, stratifications and penetration resistances. The stratifications shown on the boring profile represent the conditions only at the actual boring location. Variations may occur and should be expected at other locations on the site. The stratifications represent the approximate boundary between subsurface materials and the actual transition may be gradual.

2.4 GROUNDWATER INFORMATION

The groundwater depths were measured in the borings immediately after completion of the first 10 feet of drilling, prior to the introduction of drilling fluid (mud). Groundwater was not encountered in the upper 10 feet at either boring location. After the introduction of drilling mud, a stabilized groundwater level was not determined since the borings were grouted when completed as required by the Southwest Florida Water management District (SWFWMD). It should be noted that groundwater levels tend to fluctuate during periods of prolonged drought and extended rainfall and may be affected by man-made influences.

If the groundwater level is critical to design or construction, groundwater observation wells should be installed on-site to monitor groundwater fluctuations over a period of time and permit more accurate determinations of wet season and dry season levels.

3.0 EVALUATION AND RECOMMENDATIONS

3.1 GENERAL

Based on the subsurface conditions encountered at the boring locations and the support requirements, 18-inch or 24-inch square precast pre-stressed concrete piles have been determined to be the most appropriate foundation alternatives for the bridge foundation replacement.

3.2 FOUNDATION RECOMMENDATIONS

The 18-inch and 24-inch square precast pre-stressed concrete pile foundation systems were evaluated and analyzed using the FDOT program "SPT-97" for Static Bearing Capacities of axially loaded driven concrete piles. Due to the existence of very loose to loose fine sands in the first 19.5 feet of the soil profile, the piles must penetrate a minimum of 20 feet to develop end bearing capacity. For adequate uplift capacity, it is recommended that the tip be seated 5 feet into the hard indurated soils or driven to "refusal".



Based on the subsurface profile encountered at borings B-1 and B-2, for either an 18-inch or 24-inch square concrete pile, a tip depth of approximately 25 feet below the existing ground surface at the boring locations will be required to obtain the desired ultimate axial pile capacity of 80 tons and adequate uplift capacity.

In order to minimize detrimental group effects, it is recommended that the piles be installed with center-to-center spacing of at least three (3) pile diameters. The piles should be evaluated and designed for the axial stresses by the project structural engineer. The piles used on this project should conform to the latest FDOT criteria for precast, pre-stressed concrete piling. Driven concrete piles will be terminated in accordance with a driving criteria developed on the basis of a dynamic formula for the hammer energy utilized and, based on the different density of materials encountered at the site, pile embedment lengths may vary throughout the site.

Because the design capacity of the piles is less than 40 tons, full scale load testing is not considered to be necessary. The driving criteria for production piles will be established by use of a recognized dynamic formula.

3.3 LATERAL LOAD CAPACITY

The lateral deflection of a single pile under working load conditions has been determined for a 18-inch square precast pre-stressed concrete pile. The analysis was conducted using the LPILE Version 4.0 computer program. In performing the analysis, the following information was utilized in the computer program.

- Moment-of-inertia for an 18-inch square pile of 8,750 in⁴.
- Concrete strength of 6,000 psi.
- Modulus of Elasticity (E) of 4,415 ksi.
- Assumed the pile head to be fixed and the loads applied are static and applied at ground surface.
- Axial load of 26 tons and lateral load of 4 kips applied to the pile head at ground surface.
- Pile length of 20 feet for the 18-inch pile.



Lateral capacity analysis for the 18-inch precast, pre-stressed square concrete pile was performed by applying a load of 4 kips at the head of the pile near ground surface. Based on our analyses, the lateral deflection should not exceed 0.25 inches with the applied load at the boring locations analyzed.

3.4 WING WALL FOUNDATIONS

Wing walls are planned at each end of the proposed bridge and they can be supported on shallow foundations after stabilizing the soils at the footing elevations. The foundation should be located at least 2 feet below expected scour elevations. Dewatering of footing excavations will be required to lower the groundwater level 2 feet below the bottom of foundation subgrade elevation. The footing subgrade can be stabilized by compacting No. 57 stone into the exposed soils until the ground is firm and unyielding. The footing for the wing wall can be sized using a maximum allowable net soil pressure of 2,000 pounds per square foot, providing the previously mentioned preparations are completed.

The new wing walls are very close to existing seawalls. We recommend the bridge contractor also include costs for replacing adjacent seawalls which may be damaged or altered during bridge and wing wall construction.

3.5 LATERAL EARTH PRESSURES ON BELOW-GRADE WALLS

Abutments and wing walls that are constructed below existing grades or have adjacent compacted fill are anticipated at the project site and will therefore be subjected to lateral at-rest or active earth pressures. Walls which are restrained at the top and bottom will be subjected to at-rest soil pressures equivalent to a fluid density of 52 pounds per cubic foot (pcf). Walls which are not restrained at the top and where sufficient movement may mobilize active earth pressures, an equivalent fluid density of 35 pcf can be used. The above pressures do not include any surcharge effects for sloped backfill, point or area loads behind the walls and assume that adequate drainage provisions have been incorporated.

The lateral earth pressures acting on walls and/or abutments will be resisted by the sliding resistance forces along the base of the wall footing and the passive resistance resulting from footing embedment at the wall toe.



LATERAL EARTH PRESSURES			
EARTH PRESSURE CONDITION	TOTAL FLUID DENSITY (pcf) ⁽¹⁾	SUBMERGED FLUID DENSITY (pcf) ⁽²⁾	COEFFICIENT OF EARTH PRESSURE
At Rest (K_o)	52	21	0.50
Active (K_a)	35	14	0.33
Passive (K_p)	315	128	3.00
NOTES: 1. These fluid densities are based on a clean sand backfill with an average internal friction angle of 30 degrees and a total unit weight of 105 pcf. 2. Hydrostatic and seepage forces should be added to the submerged fluid densities when calculating total forces acting on retaining walls. 3. Coefficient of Sliding Friction "f" = 0.4			

In order to avoid wall damage due to excessive compaction, hand operated mechanical tampers should be used to compact the granular material; heavy compaction equipment should not be allowed within 5 feet of the walls. The compaction behind these walls should achieve a minimum of 95 percent of the modified Proctor maximum dry density (ASTM D-1557).

3.6 SETTLEMENT

Based on our experience with similar soil conditions, settlement of the precast pre-stressed pile with a 26 ton allowable axial load is estimated to be on the order of ¼-inch.

4.0 REPORT LIMITATIONS

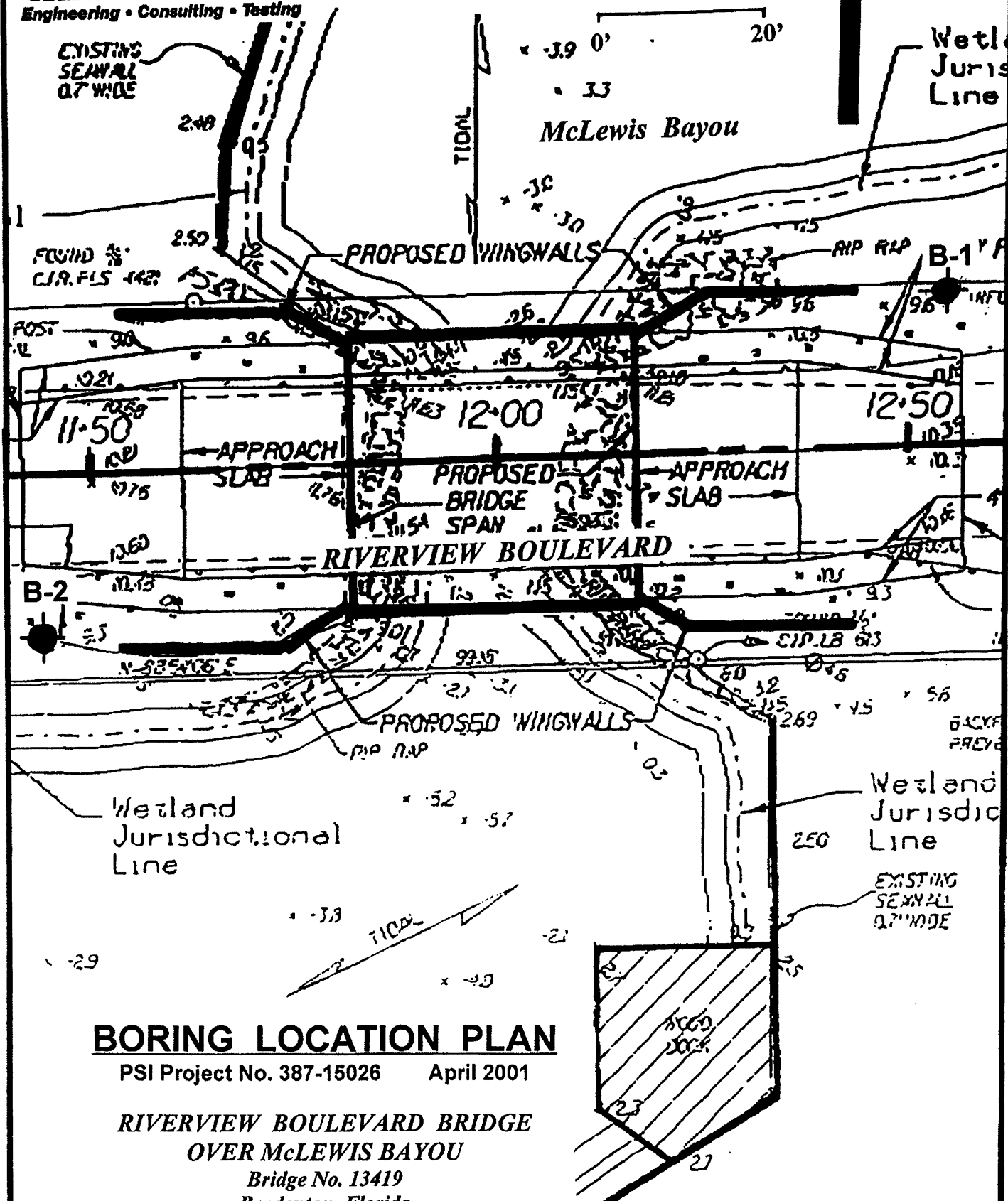
The recommendations submitted are based on the available subsurface information obtained by PSI and design details furnished by others for the proposed project. If there are any revisions to the plans for this project or if deviations from the subsurface conditions noted in this report are encountered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

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



After the plans and specifications are more complete, the geotechnical engineer should be retained and provided the opportunity to review the final design plans and specifications to check that our engineering recommendations have been properly incorporated into the design documents. At that time, it may be necessary to submit supplementary recommendations. This report has been prepared for the exclusive use of Wade-Trim, Inc. and their consultants for the specific application to the proposed Riverview Boulevard Bridge No. 134019 in Manatee County, Florida.







LOG OF BORING NO. B-1

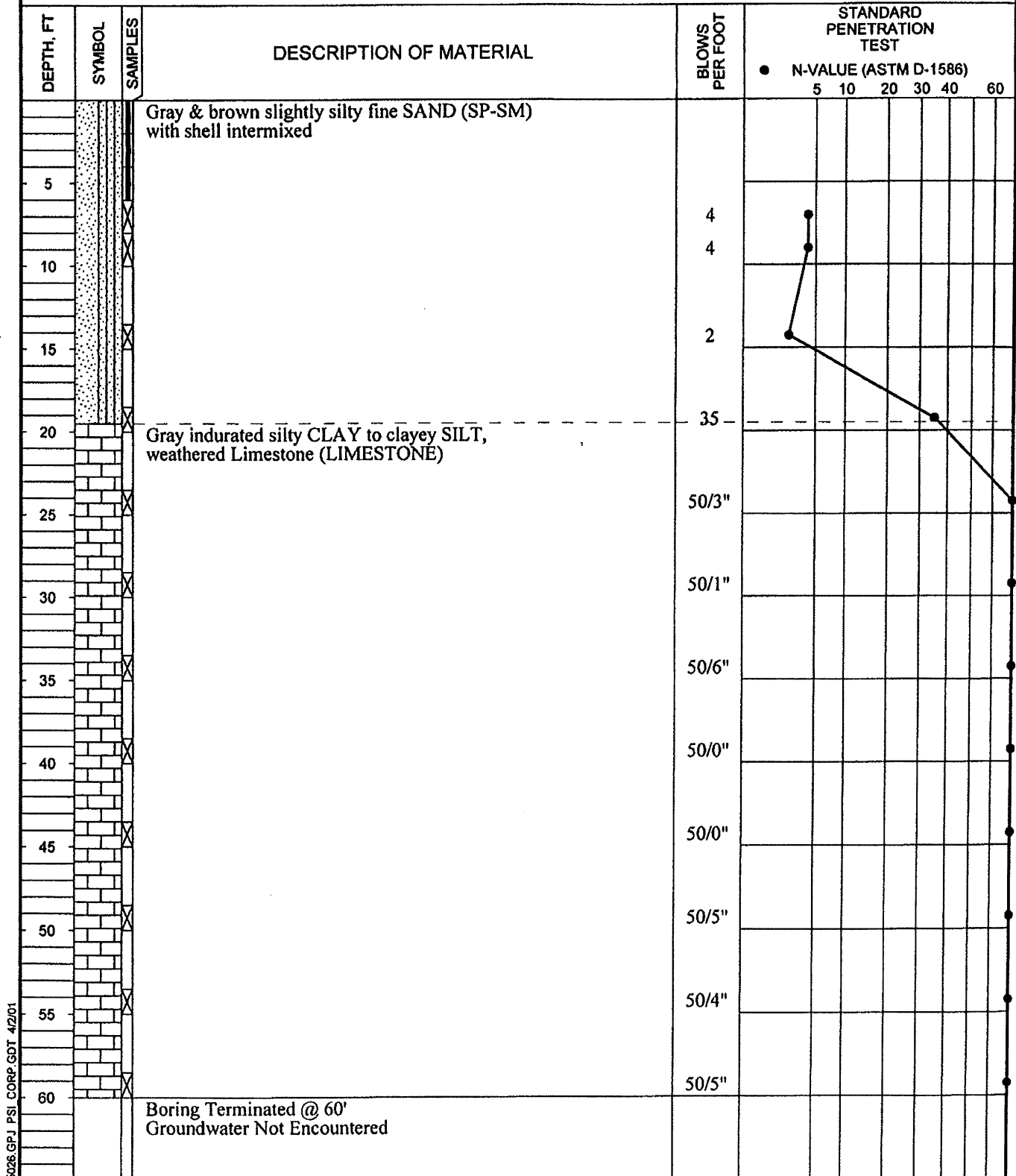
Riverview Blvd Bridge
Bradenton, Florida

Client: Wade-Trim, Inc.

Project Number: 387-15026

Type: SPT

Location:



Boring Terminated @ 60'
Groundwater Not Encountered

COMPLETION DEPTH: 60.0

DEPTH TO WATER

ELEVATION:

DATE: 3/30/01-3/30/01

IN BORING:

LOGGED BY:

SAF



LOG OF BORING NO. B-2

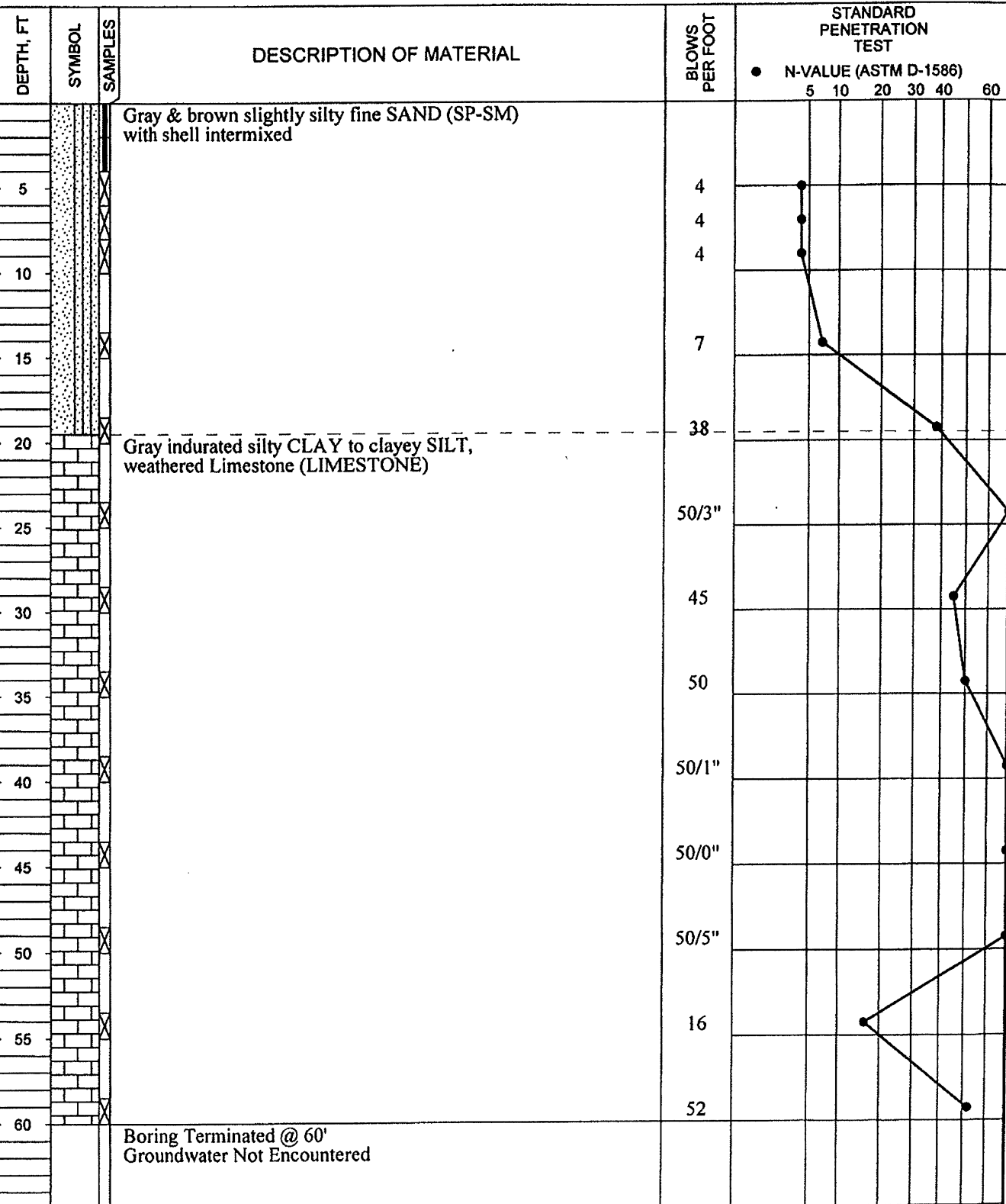
Riverview Blvd Bridge
Bradenton, Florida

Client: Wade-Trim, Inc.

Project Number: 387-15026

Type: SPT

Location:



COMPLETION DEPTH: 60.0

DEPTH TO WATER

ELEVATION:

DATE: 3/30/01-3/30/01

IN BORING:

LOGGED BY:

SAF

MTE 2047-01M(215)



25 April 2001

Wade-Trim, Inc.
4919 Memorial Highway; Suite 200
Tampa, Florida 33634

RECEIVED

MAY 08 2001

WADE-TRIM, INC.

Attention: Derek M. Gil; Project Manager

RE: **Supplemental Geotechnical Information**
Riverview Boulevard Bridge No. 134019
Manatee County, Florida
PSI Project No. 387-15026

Dear Mr. Gil:

In accordance with your request, Professional Service Industries, Inc. (PSI) has prepared supplemental geotechnical information relative to the referenced project. Attached herewith is a presentation of subsurface information in the format requested, and following is a table containing compression and uplift loads for various pile lengths.


PILE LENGTH (feet below ground surface)	ALLOWABLE PILE CAPACITY (tons)			
	18" Square Precast Concrete		24" Square Precast Concrete	
	Compression	Uplift	Compression	Uplift
10	25	1	45	2
15	50	3	75	4
20	85	12	135	16
25	100	18	150	23

Because of the very loose to loose fine sand in the first 19.5 feet of the soil profile, very low uplift capacity is available and some additional settlement should be expected for piles shorter than 20 feet. A minimum pile length of 25 feet, measured from the ground surface, should be utilized in order to provide adequate uplift capacity and minimum settlement, with bearing in the hard weathered Limestone formation.

We trust this will be adequate for your immediate needs, however, should additional information be required, please feel free to call.

Sincerely;

Professional Service Industries, Inc.


Samuel A. Fusco, P.E.

Senior Geotechnical Engineer

SAF/fas



An Equal
Opportunity
Employer

Southwest Florida Water Management District

PERMIT FILE MTE 2047.02M

LF
LM

2379 Broad Street, Brooksville, Florida 34604-6899

(352) 796-7211 or 1-800-423-1476 (FL only)

TDD only: 1-800-231-6103 (FL only)

On the Internet at WaterMatters.org

Bartow Service Office

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

Sarasota Service Office

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

Tampa Service Office

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

November 29, 2011

RECEIVED

DEC 01 2011

Sia Mollanazar, P.E.
Manatee County Engineering Department
1022 26th Avenue East
Bradenton, FL 34208

WADE TRIM, INC.

Subject: **Project Evaluation - Project Exempt**

Project Name:	Riverview Boulevard Bridge over McLewis Bayou
File Number:	656742
County:	MANATEE
Sec/Twp/Rge:	S28/T34S/R17E

Reference: Rule 40D-4.051(13)(c) Florida Administrative Code (F.A.C.)

Dear Sia Mollanazar, P.E.:

The District has reviewed the information you submitted for the project referenced above and has determined that an Environmental Resource Permit (ERP) **will not be required** for the proposed minor roadway safety improvements for a 375 ft section of Riverview Boulevard, located in Manatee County. Authorizations for work related to the bridge replacement and maintenance dredging are being obtained through the FDEP.

The information received by the District will be kept on file to support the District's determination regarding your project. This information is available for viewing or downloading through the District's Application and Permit Search Tools located at www.WaterMatters.org/permits.

The District's determination that your project does not require an ERP is only applicable pursuant to the statutes and rules in effect at the time the information was submitted and may not be valid in the event subsequent changes occur in the applicable rules and statutes. Additionally, this notification does not mean that the District has determined that your project is permanently exempt from permitting requirements. Any subsequent change you make in the project's operation may necessitate further evaluation or permitting by the District. Therefore, you are advised to contact the District before beginning the project and before beginning any activity which is not specifically described in your submittal. Your timely pursuit of this activity is encouraged to avoid any potential rule changes that could affect your request.

This letter constitutes notice of Final Agency Action of the project referenced above. The District's action in this matter only becomes closed to future legal challenges from members of the public if such persons have been properly notified of the District's action and no person objects to the District's action within the prescribed period of time following the notification. The District does not publish notices of agency action. If you wish to limit the time within which a person who does not receive actual written notice from the District may request an administrative hearing regarding this action, you are strongly encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of

general circulation in the county or counties where the activity will occur. Publishing notice of agency action will close the window for filing a petition for hearing. Legal requirements and instructions for publishing notice of agency action, as well as a noticing form that can be used is available from the District's website at www.WaterMatters.org/permits/noticing. If you publish notice of agency action, a copy of the affidavit of publishing provided by the newspaper should be sent to the District Regulation Department that reviewed your permit or other agency action, for retention in the File of Record for this agency action.

If you have questions regarding this matter, please contact Ken Kohn in the Sarasota Service Office, extension 6540. Please reference the Project Name and Inquiry/Permit Number in future communications concerning this project.

Sincerely,

Ross T. Morton, P.W.S., Director
Sarasota Regulation Department

Enclosures: Notice of Rights
cc: File of Record
Terri Behling
Lawrence Josephson, P.E.

Notice of Rights

Administrative Hearing

1. You or any person whose substantial interests are or may be affected by the District's action may request an administrative hearing on that action by filing a written petition in accordance with Sections 120.569 and 120.57, Florida Statutes (F.S.), Uniform Rules of Procedure Chapter 28-106, Florida Administrative Code (F.A.C.) and District Rule 40D-1.1010, F.A.C. Unless otherwise provided by law, a petition for administrative hearing must be filed with (received by) the District within 21 days of receipt of written notice of agency action. "Written notice" means either actual written notice, or newspaper publication of notice, that the District has taken or intends to take agency action. "Receipt of written notice" is deemed to be the fifth day after the date on which actual notice is deposited in the United States mail, if notice is mailed to you, or the date that actual notice is issued, if sent to you by electronic mail or delivered to you, or the date that notice is published in a newspaper, for those persons to whom the District does not provide actual notice.
2. Pursuant to Subsection 373.427(2)(c), F.S., for notices of agency action on a consolidated application for an environmental resource permit and use of sovereignty submerged lands concurrently reviewed by the District, a petition for administrative hearing must be filed with (received by) the District within 14 days of receipt of written notice.
3. Pursuant to Rule 62-532.430, F.A.C., for notices of intent to deny a well construction permit, a petition for administrative hearing must be filed with (received by) the District within 30 days of receipt of written notice of intent to deny.
4. Any person who receives written notice of an agency decision and who fails to file a written request for a hearing within 21 days of receipt or other period as required by law waives the right to request a hearing on such matters.
5. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding District action is not available prior to the filing of a petition for hearing.
6. A request or petition for administrative hearing must comply with the requirements set forth in Chapter 28-106, F.A.C. A petition for a hearing must: (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's action or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no material facts in dispute, and (3) otherwise comply with Rules 28-106.201 and 28-106.301, F.A.C. Chapter 28-106, F.A.C., can be viewed at <http://www.flrules.org/> or at the District's website at www.WaterMatters.org/permits/rules.
7. A petition for administrative hearing is deemed filed upon receipt of the complete petition by the District Agency Clerk at the District's Brooksville headquarters during normal business hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding District holidays. Filings with the District Agency Clerk may be made by mail, hand-delivery or facsimile transfer (fax). The District does not accept petitions for administrative hearing by electronic mail. Mailed filings must be addressed to, and hand-delivered filings must be delivered to, the Agency Clerk, Southwest Florida Water Management District, 2379 Broad Street, Brooksville, FL 34604-6899. Faxed filings must be transmitted to the District Agency Clerk at (352) 754-6874. Any petition not received during normal business hours shall be filed as of 8:00 a.m. on the next business day. The District's acceptance of faxed petitions for filing is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation, available for viewing at www.WaterMatters.org/about.

Judicial Review

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



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
JACKSONVILLE DISTRICT CORPS OF ENGINEERS
10117 PRINCESS PALM AVE, SUITE 120
TAMPA, FLORIDA 33610-8302

December 13, 2011

Tampa Regulatory Office
SAJ-2004-00021 (NW-JPF)

RECEIVED
DEC 16 2011
WADE TRIM, INC.

Lawrence I. Josephson, PE
Project Manager, Wade Trim, Inc
8745 Henderson Road, Suite 220
Tampa, Florida 33634

Dear Mr. Josephson:

Your application for a Department of the Army permit received on November 2, 2011, has been assigned number SAJ-2004-00021. A review of the information and drawing provided shows the proposed work is the placement of 0.028 acre of fill and 135 cubic yards of maintenance dredging over a 0.08 acre area associated with the replacement of the Riverview Boulevard Bridge at McLewis Bayou. The project is located at Riverview Boulevard over McLewis Bayou, in Section 20, Township 34 South, Range 17 East, Manatee County, Florida.

Your project is authorized by Nationwide Permit (NWP) Numbers 3 (for the maintenance dredging) and NW15 (for the bridge replacement). In addition, project specific conditions have been enclosed. This verification is valid until March 18, 2012. This verification is valid until the NWP is modified, reissued, or revoked prior to March 18, 2012. It is incumbent upon you to remain informed of changes to the NWPs. We will issue a public notice when the NWPs are issued. 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 webpage to access web links to view the Final Nationwide Permits, Federal Register Vol. 72, dated March 12, 2007, the Corrections to the Final Nationwide Permits, Federal Register 72, May 8, 2007, and the List of Regional Conditions. The website address is as follows:

<http://www.saj.usace.army.mil/Divisions/Regulatory/sourcebook.htm>.

Please be aware this web address is case sensitive and should be entered as it appears above. Once there you will need to 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 & NWP 15. 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. 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 Ave, Suite 120, Tampa, Florida 33610.
2. No structure or work shall adversely affect or disturb properties listed in the National Register of Historic Places or those eligible for inclusion in the National Register. Prior to the start of work, the Applicant/Permittee or other party on the Applicant's/Permittee's behalf, shall conduct a search of known historical properties by contracting a professional archaeologist, contacting the Florida Master Site File at 850-245-6440 or SiteFile@dos.state.fl.us. The Applicant/Permittee can also research sites in the National Register Information System (NRIS). Information can be found at <http://www.cr.nps.gov/nr/research/>.

If, during the initial ground disturbing activities and construction work, there are archaeological/cultural materials unearthed (which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the permittee shall immediately stop all work in the vicinity and notify the Compliance and Review staff of the State Historic Preservation Office at 850-245-6333 and the Corps Regulatory Project Manager to assess the significance of the discovery and devise appropriate actions, including salvage operations. 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.

In the unlikely event that human remains are identified, they will be treated in accordance with Section 872.05, Florida Statutes; all work in the vicinity shall immediately cease and the local law authority, the State Archaeologist (850-245-6444), and the Corps Regulatory Project Manager shall immediately be notified. Such activity shall not resume unless specifically authorized by the State Archaeologist and the Corps.

3. This letter of authorization does not obviate the necessity to obtain any other Federal, State, or local permits, which may be required. In Florida, projects qualifying for this NWP must be authorized under Part IV of Chapter 373 by the Department of Environmental Protection, a water management district under §. 373.069, F.S., or a local government with delegated authority under §. 373.441, F.S., and receive Water Quality Certification (WQC) and Coastal Zone Consistency Concurrence (CZCC) (or a waiver), as well as any authorizations required by the State for the use of

sovereign submerged lands. You should check State-permitting requirements with the Florida Department of Environmental Protection or the appropriate water management district.

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 Caitlin Hoch by telephone at 813-769-7074.

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 take a few minutes to visit <http://per2.nwp.usace.army.mil/survey.html> and complete our automated Customer Service Survey. Your input is appreciated – favorable or otherwise. Again, please be aware this web address is case sensitive and should be entered as it appears above.

Sincerely,


Charles A. Schnepel
Chief, Tampa Section

Enclosures

Copy/ies Furnished:

**Sia Mollanazar, PE
Deputy Director, Manatee County
1022 26th Ave East
Bradenton, Florida 34208**

**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 date identified in the letter. 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

SELF-CERTIFICATION STATEMENT OF COMPLIANCE

Permit Number: NW-3 & NW-15
Application Number: SAJ-2004-00021

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

Telephone Number: _____

Location of the Work: _____

Date Work Started: _____ Date Work Completed: _____

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

DEPARTMENT OF THE ARMY PERMIT TRANSFER REQUEST

PERMIT NUMBER: SAJ-2004-00021 (NW-JPF)

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)



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

REPLY TO
ATTENTION OF

February 6, 2009

Tampa Regulatory Office
SAJ-2004-0021 (NW-JPF)

Manatee County
c/o Lesli Montes de Oca
Wade-Trim, Inc.
VIA FACSIMILE (813) 884-5990

Dear Applicant:

Your application for a Department of the Army permit received on November 3, 2008, has been assigned number SAJ-2004-0021 (NW-JPF). A review of the information and drawings provided shows the proposed work is the placement of 0.028 acre of fill and 135 cubic yards of maintenance dredging over a 0.08 acre area associated with the replacement of the Riverview Boulevard Bridge over McLewis Bayou. The proposed project is located at Riverview Boulevard over McLewis Bayou, in Section 20, Township 34 South, Range 17 East, Manatee County, Florida.

Your project, as depicted on the received drawings, is authorized by Nationwide Permit (NWP) Numbers 3 (for the maintenance dredging) and 15 (for the bridge replacement). In addition, project specific conditions have been enclosed. This verification is valid for a period of two years after the date of this letter. Please access the U.S. Army Corps of Engineers' Jacksonville District's Regulatory web address at <http://www.saj.usace.army.mil/regulatory/permitting/nwp/nwp.htm> to access web links to view the Final Nationwide Permits, Federal Register Vol. 72, dated March 12, 2007, the Corrections to the Final Nationwide Permits, Federal Register 72, May 8, 2007, and the List of Regional Conditions. 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 14. Additionally, 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.

-2-

The following special conditions are included with this verification:

1. 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, Enforcement Section, Post Office Box 4970, Jacksonville, Florida 32232-0019.
2. No structure or work shall adversely affect or disturb properties listed in the National Register of Historic Places or those eligible for inclusion in the National Register. Prior to the start of work, the Permittee or other party on the Permittee's behalf, shall conduct a search in the National Register Information System (NRIS). Information can be found at; <http://www.cr.nps.gov/nr/research/nris.htm>. Information on properties eligible for inclusion in the National Register can be identified by contacting the Florida Master File Office by email at fmsfile@dos.state.fl.us or by telephone at 850-245-6440.

If unexpected cultural resources are encountered at any time within the project area that was not the subject of a previous cultural resource assessment survey, work should cease in the immediate vicinity of such discoveries. The permittee, or other party, should notify the SHPO immediately, as well as the appropriate Army Corps of Engineers office. After such notifications, project activities should not resume without verbal and/or written authorization from the SHPO.

If unmarked human remains are encountered, all work shall stop immediately, and the proper authorities notified in accordance with Section 872.05, Florida Statutes, unless on Federal lands. After such notifications, project activities on non-Federal lands shall not resume without verbal and/or written authorization from the Florida State Archaeologist for finds under his or her jurisdiction.

3. The permittee shall comply with the "Standard Manatee Conditions for In-Water Work - July 2005" as attached to this letter.

This letter of authorization does not obviate the necessity to obtain any other Federal, State, or local permits, which may be required. In Florida, projects qualifying for this NWP must

-3-

be authorized under Part IV of Chapter 373 by the Department of Environmental Protection, a water management district under S. 373.069, F.S., or a local government with delegated authority under S. 373.441, F.S., and receive Water Quality Certification (WQC) and Coastal Zone Consistency Concurrence (CZCC) (or a waiver), as well as any authorizations required by the State for the use of sovereignty submerged lands. You should check State-permitting requirements with the Florida Department of Environmental Protection or the appropriate water management district.


This letter 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 John Fellows by telephone at 813-769-7067.

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 take a few minutes to visit the following link and complete our automated Customer Service Survey:

http://www.saj.usace.army.mil/permit/forms/customer_service.htm.
Your input is appreciated - favorable or otherwise.

Sincerely,



for
Charles A. Schnepel
Chief, Tampa Section

Enclosures

-4-

GENERAL CONDITIONS33 CFR PART 320-330

PUBLISHED FEDERAL REGISTER DATED 13 NOVEMBER 1986

1. The time limit for completing the work authorized ends two years after the date of the verification letter. 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 representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

U.S. Department of
Homeland Security

United States
Coast Guard



Commander
Seventh Coast Guard District

909 S. E. First Avenue
Miami, FL 33131
Staff Symbol: (dpb)
Phone: (305) 415-6989
Fax: (305) 415-6763
Email: evelyn.smart@uscg.mil

16211/FL-AA
Serial: 1829
November 12, 2009

Ms. Lesli S. Montes de Oca, El
Project Engineer
Wade Trim, Inc.
Renaissance 5
8745 Henderson Road, Ste 220
Tampa, FL 33634

RECEIVED

NOV 18 2009

Wade Trim, Inc.

Dear Ms. Montes de Oca:

This is in response to your bridge permit application last revised on 30 September 2009 requesting a bridge permit to replace the Riverview Blvd. Bridge across McLewis Bayou, mile 0.1 near Bradenton, Manatee County, Florida.

On November 4, 2009 we conducted a field investigation to determine the type and extent of navigation in the vicinity and upstream of the existing Riverview Blvd. Bridge. Our investigation revealed that larger vessels navigate downstream of the Riverview Blvd. Bridge to access the Manatee River. These vessels are unable to transit upstream of the existing bridge. Both sides of the waterway were observed along 40th Street Ct NW and 39th Street Ct NW. There are small single family homes on the waterway from Riverview Blvd to the alignment of 1st Avenue. Only small motorboats were observed along this stretch of the waterway. The southern portion below 1st Avenue W is occupied by the St. Stephen's Episcopal School. There is a pedestrian bridge that has been constructed near the alignment of 1st Avenue on the property of the school. The waterway has been filled in by the school at this location and does not extend as far as shown on maps and navigation is prohibited beyond this point. The depth of the waterway between Riverview Blvd. and the pedestrian bridge is only able to support small boats (rowboats, rafts, canoes and small watercraft with outboard motors). No sailing or cabin cruiser craft were observed upstream of the Riverview Blvd. Bridge.

There is sufficient factual support for concluding that McLewis Bayou is a navigable waterway of the United States. Although navigable waters of the United States and subject to Coast Guard jurisdiction, the waterway at this location has been placed in the Advance Approval category. The Commandant has given his advance approval for the location and plans of bridges constructed across reaches of waterways navigable in law, but not actually navigated other than by rowboats, canoes, and small motorboats. In such cases, the clearances provided for high water stages are considered adequate to meet the reasonable needs of navigation (33 CFR 115.70).

Based on our determination the proposed bridge project across McLewis Bayou will not require a Coast Guard bridge permit. Although this project will not require a bridge permit other areas of Coast Guard jurisdiction apply. The following stipulations must be met:

a. The lowest portion of the superstructure of the bridge across the waterway shall clear the 100-year flood height elevation. Coordinate with the Federal Emergency Management Administration if this is not possible.

b. Upon completion of design and finalization of the location, this office shall be contacted regarding approval of lights and other signals that may be required under 33 CFR 118. Approval of said lighting or waiver shall be obtained prior to construction.

c. Upon completion of construction, the bridge owner shall submit "as built" drawings (8 1/2 X 11") showing clearances through the bridge and sufficient data to permit this office to prepare a completion report. This report is used for Coast Guard and other mariner publications. Also submit an 8 1/2 X 11" photo of the completed bridge for our bridge file and database.

d. For the safety of navigation (rowboats, canoes and small motorboats) that may use the waterway, at no time shall the waterway be closed to navigation without 60 days notification and approval of the Seventh Coast Guard District Bridge Branch, Operations Section. The 60 day notification shall be provided to Mr. Michael Lieberum at (305) 415-6744 or Mr. Gene Stratton at (305) 415-6740.

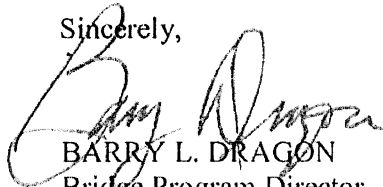
e. A bridge fendering system shall be installed and maintained in good condition by and at the expense of the owner of the bridge when so required by the District Commander. Said installation and maintenance shall be for the safety of navigation and be in accordance with plans submitted to and approved by the District Commander prior to its construction. A Coast Guard permit will be required for said installation.

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

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

Please contact Ms. Evelyn Smart at (305) 415-6989, if you have any questions about our approval.

Sincerely,



BARRY L. DRAGON
Bridge Program Director
U. S. Coast Guard
By direction

Copy: USCG Sector St. Petersburg

OWNER'S CERTIFICATION OF BRIDGE COMPLETION

Please complete this form and return to Commander (dpb) Seventh Coast Guard District, 909 S.E. 1st Avenue, Miami, Florida, 33131

COAST GUARD USE ONLY:

Bridge Name: Riverview Blvd Bridge

Permit Number: Advance Approval Date: (12 November 2009)

Limit Date for Commencement: (12 November 2011)

.....
BRIDGE OWNER/AUTHORIZED AGENT:

Date of Commencement: _____ Date of Completion _____

Fixed Bridge:

As-Built vertical clearance above M.H.W. _____ M.L.W. _____

Fixed Bridge: Horizontal clearance between fenders: _____ ; or,

Fixed Bridge: Horizontal clearance between piers/pilings: _____

Clearance Gauges have been installed in accordance with 33 CFR 117.47: Yes _____ No _____

Navigational Lights have been installed in compliance with 33 CFR 118: Yes _____ No _____

Fender System installed: Yes _____ No _____

Bridge Removal: (If applicable)

All parts of the Existing Bridge not utilized in the new bridge have been removed in its entirety from the waterway:
Yes _____ No _____

Print Name of Owner/Authorized Agent _____

Date Certified: _____ Signature: _____
Owner/Authorized Agent

U.S. Department of
Homeland Security

United States
Coast Guard



Commander
Seventh Coast Guard District

309 S. E. First Avenue
Miami, FL 33131
Staff Symbol: (dpb)
Phone: (305) 415-6989
Fax: (305) 415-6763
Email: evelyn.smart@uscg.mil

16211/FL-AA
Serial: 2079
October 18, 2011

Ms. Lesli S. Montes de Oca, El
Project Engineer
Wade Trim, Inc.
Renaissance 5
8745 Henderson Road, Ste 220
Tampa, FL 33634

Dear Ms. Montes de Oca:

This is in response to your e-mail dated October 6, 2011 regarding the Advance Approval (AA) determination for the Riverview Blvd Bridge replacement across McLewis Bayou, mile 0.1 at Bradenton, Manatee County, Florida. The AA letter dated November 12, 2009 stated if construction of this bridge has not commenced within 2 years from the date of the letter, the advance approval determination is rendered null and void. Thank you for notifying the Coast Guard that the proposed project has not been commenced and the AA approval is about to expire.

On November 4, 2009 we conducted a field investigation to determine the type and extent of navigation in the vicinity and upstream of the existing Riverview Blvd. Bridge. No sailing or cabin cruiser craft were observed upstream of the Riverview Blvd. Bridge. This information remains the same.

There is sufficient factual support for concluding that McLewis Bayou is a navigable waterway of the United States. Although navigable waters of the United States and subject to Coast Guard jurisdiction, the waterway at this location has been placed in the Advance Approval category. The Commandant has given his advance approval for the location and plans of bridges constructed across reaches of waterways navigable in law, but not actually navigated other than by rowboats, canoes, and small motorboats. In such cases, the clearances provided for high water stages are considered adequate to meet the reasonable needs of navigation (33 CFR 115.70). The AA determination previously given for the proposed project is hereby extended for an additional two (2) more years.

Based on our determination the proposed bridge project across McLewis Bayou will not require a Coast Guard bridge permit. Although this project will not require a bridge permit other areas of Coast Guard jurisdiction apply. The following stipulations must be met:

a. The lowest portion of the superstructure of the bridge across the waterway shall clear the 100-year flood height elevation. Coordinate with the Federal Emergency Management Administration if this is not possible.

b. Upon completion of design and finalization of the location, this office shall be contacted regarding approval of lights and other signals that may be required under 33 CFR 118. Approval of said lighting or waiver shall be obtained prior to construction.

c. Upon completion of construction, the bridge owner shall submit "as built" drawings (8 1/2 X 11") showing clearances through the bridge and sufficient data to permit this office to prepare a completion report. This report is used for Coast Guard and other mariner publications. Also submit an 8 1/2 X 11" photo of the completed bridge for our bridge file and database.

d. For the safety of navigation (rowboats, canoes and small motorboats) that may use the waterway, at no time shall the waterway be closed to navigation without 60 days notification and approval of the Seventh Coast Guard District Bridge Branch, Operations Section. The 60 day notification shall be provided to Mr. Michael Lieberum at (305) 415-6744 or Mr. Gene Stratton at (305) 415-6740.

e. A bridge fendering system shall be installed and maintained in good condition by and at the expense of the owner of the bridge when so required by the District Commander. Said installation and maintenance shall be for the safety of navigation and be in accordance with plans submitted to and approved by the District Commander prior to its construction. A Coast Guard permit will be required for said installation.

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

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

Please contact Ms. Evelyn Smart at (305) 415-6989, if you have any questions about our approval.

Sincerely,



Evelyn Smart

Environmental Protection Specialist

U. S. Coast Guard

By direction

Charlie Crist
Governor



Ana M. Viamonte Ros, M.D., M.P.H.
State Surgeon General

November 25, 2008

Permit #: 0133068-878 DSGP

Mr. H. Wayne Roberts, Deputy Director – Engineering
Manatee County Project Management Department
1022 26th Avenue East
Bradenton, FL 34208

WATER SYSTEM: Manatee County
PROJECT NAME: Riverview Boulevard Bridge
Over McLewis Bayou
EXPIRES: November 04, 2013

Dear Mr. Roberts:

Our office received the Notice of Intent to Use a General Permit for construction of the referenced water distribution system on **November 04, and November 24, 2008.**

Please be advised that the activity must conform to the description contained in your Notice of Intent to Use a General Permit and that any deviation may subject the system to enforcement action.

Upon completion of the project, please provide us with the following:

- (1) A "Request for Letter of Release to Place Water Supply System into Service" DEP Form 62-555.900(9).
- (2) Copies of satisfactory bacteriological test results taken on two consecutive days at points indicated on approved plans. **Please see sheet 22 for sample location (1) at end of line connection.**
- (3) Pressure test results of the water system.

Following the receipt of this information we may then issue a clearance letter releasing the facilities for public use. This project may not be placed into service until a letter of clearance has been issued.

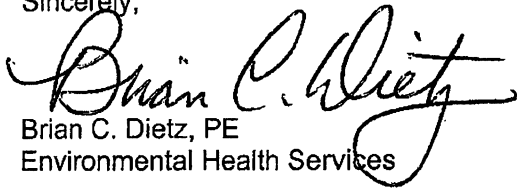
Manatee County Health Department
Environmental Health Services
410 Sixth Avenue East • Bradenton 34208-1928
PHONE (941) 748-0747 • FAX (941) 750-9364

Riverview Boulevard Bridge
Over McLewis Bayou
November 25, 2008
Page 2

This General Permit does not relieve the permittee of the responsibility for obtaining a Dredge and Fill Permit where it is required.

If you have any questions, please call Harry Messick at (941)748-0747, ext. 1355.

Sincerely,



Brian C. Dietz, PE
Environmental Health Services

BCD/hm/bb

cc: Jeffrey D. Trim, PE/Wade Trim, Inc.