

REQUEST FOR QUALIFICATIONS
No. 25-R088461JH
CONSTRUCTION PHASE
GEOTECHNICAL SERVICES FOR
63RD AVENUE EAST FROM US 301
TO TUTTLE AVENUE
PROJECT NUMBERS: 6107860,
6065961
OCTOBER 1, 2025

Manatee County BCC
Procurement Division
1112 Manatee Avenue West, 7th Floor, Suite 705
Bradenton, FL 34205
purchasing@mymanatee.org



ADVERTISEMENT

REQUEST FOR QUALIFICATIONS NO. 25-R088461JH

CONSTRUCTION PHASE GEOTECHNICAL SERVICES FOR 63RD AVENUE EAST FROM US 301 TO TUTTLE AVENUE

Manatee County, a political subdivision of the State of Florida (hereinafter referred to as County) will receive qualification proposal responses (Proposals) from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida (Proposers), to provide construction phase geotechnical services as specified in this Request for Qualifications (RFQ).

DATE, TIME AND PLACE DUE:

The Due Date and Time for submission of Proposals in response to this RFQ is **November 6, 2025, by 11:00 A.M., ET**. Proposals must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., 7th Floor, Suite 705, Bradenton, FL 34205 and time stamped by a Procurement representative by the Due Date and Time. Proposals will be opened immediately following the Due Date and Time at the Manatee County Administration Building, 7th Floor, Suite 705.

SOLICITATION INFORMATION CONFERENCE:

There is no Solicitation Information Conference scheduled for this Request for Qualifications.

DEADLINE FOR QUESTIONS AND CLARIFICATION REQUESTS:

The deadline to submit all questions, inquiries, or requests concerning interpretation, clarification or additional information pertaining to this RFQ to the Manatee County Procurement Division is **October 20, 2025, by 4:00 P.M., ET**. Questions and inquiries should be submitted via email to the Designated Procurement Contact shown below.

Important: A prohibition of lobbying is in place. Review Section A.13 carefully to avoid violation and possible sanctions.

DESIGNATED PROCUREMENT CONTACT: Jeb Hayter, Procurement Agent III

(941) 941-749-3055, Fax (941) 749-3034

Email: jeb.hayter@mymanatee.org

Manatee County Financial Management Department

Procurement Division

AUTHORIZED FOR RELEASE:

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SECTION A, INSTRUCTIONS TO PROPOSERS

In order to receive consideration, Proposers must meet the minimum qualification requirements, submit the required forms and information, and comply with the instructions as follows. Proposals will be accepted from a single business entity, joint venture, partnership or corporation. The County intends to award an agreement(s) for the provision of construction phase geotechnical services as identified in this RFQ.

A.01 INFORMATION CONFERENCE

There is no Solicitation Information Conference scheduled for this Request for Qualifications.

A.02 DUE DATE AND TIME

The Due Date and Time for submission of Proposals in response to this RFQ is **November 6, 2025, by 11:00 A.M., ET.** Proposals must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., 7th Floor, Suite 705, Bradenton, FL 34205 prior to the Due Date and Time.

Proposal(s) received after the Due Date and Time will not be considered. It will be the sole responsibility of the Proposer to deliver its Proposal to the Manatee County Procurement Division for receipt on or before the Due Date and Time. If a Proposal is sent by U.S. Mail, courier or other delivery services, the Proposer will be responsible for its timely delivery to the Procurement Division. Proposals delayed in delivery will not be considered, will not be opened at the public opening, and arrangements will be made for their return at the Proposer's request and expense.

A.03 PUBLIC OPENING OF RESPONSES

Sealed Proposals will be publicly opened at Manatee County Administration Procurement Division, 1112 Manatee Avenue West, 7th Floor, Suite 705, Bradenton, Florida 34205, in the presence of County officials immediately upon expiration of the Due Date and Time. Proposers or their representatives may attend the Proposal opening.

Manatee County will make public at the opening the names of the business entities which submitted a Proposal and city and state in which they reside. No review or analysis of the Proposals will be conducted at the Proposal opening.

A.04 SUBMISSION OF RESPONSES

The contents of the Proposal sealed package must include:

- One (1) bound original clearly identifying Proposer and marked "ORIGINAL".
- Three (3) bound copy(s) clearly identifying Proposer and marked "COPY" with all required information and identical to the original.
- One (1) electronic format copy(s) clearly identifying Proposer.

Electronic format copies should be submitted on separate Universal Serial Bus (USB) portable flash memory drives or compact disc (CD) in MicroSoft Office® or Adobe Acrobat® portable document format (PDF) in one continuous file. Do not password

protect or otherwise encrypt electronic Proposal copies. Electronic copies must contain an identical Proposal to the original.

Upon submission, all Proposals become the property of Manatee County which has the right to use any or all ideas presented in any Proposal submitted in response to this Request for Qualifications whether, or not, the Proposal is accepted.

Submit the Proposal package in a sealed container with the following information clearly marked on the outside of the package: RFQ No. 25-R088461JH, Construction Phase Geotechnical Services for 63rd Avenue East from US 301 to Tuttle Avenue, Proposer's name, and Proposer's address. Proposals must be received by the Manatee County Procurement Division prior to the Due Date and Time at the following address:

Manatee County
Procurement Division
1112 Manatee Avenue West, 7th Floor, Suite 705
Bradenton, FL 34205

A.05 ORGANIZATION OF RESPONSES

Proposals must be organized and arranged with tabs in the same order as listed in the subsections within Exhibit 2, Proposal Response, identifying the response to each specific item.

Proposals must clearly indicate the legal name, address and telephone number of the Proposer. Proposal Signature Form must be signed by an official or other individual authorized to make representations for the Proposer.

A.06 DISTRIBUTION OF SOLICITATION DOCUMENTS

All documents issued pursuant to this RFQ are distributed electronically and available for download at no charge at www.mymanatee.org > *Business* > *Bids and Proposals*. Documents may be viewed and downloaded for printing using Adobe Reader[®] or Microsoft software, as applicable.

At its sole discretion, the County may utilize a third-party provider to distribute Proposals. For more information regarding this service visit the Procurement webpage of the County website. Utilization of this third-party service is not a requirement for doing business with Manatee County.

Additionally, the RFQ and all related documents are available for public inspection at the Manatee County Procurement Division, 1112 Manatee Avenue West, 7th Floor, Suite 705, Bradenton, FL 34205. Call (941) 749-3014 to schedule an appointment. Documents are available between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, with the exception of County holidays.

As a courtesy, Manatee County notifies the Manatee County Chamber of Commerce and the Manasota Black Chamber of Commerce of all active solicitations, who then distributes the information to its members.

A.07 ADDENDA

Any interpretations, corrections or changes to this RFQ will be made by addendum. Addenda will be posted on the Procurement Division’s web page of the County website at <http://www.mymanatee.org/> > *Business > Bids and Proposals*. For those solicitations that are advertised on a third-party website, addenda will likewise be posted on the third-party website.

All addenda are a part of the RFQ and each Proposer will be bound by such addenda. It is the responsibility of each Proposer to obtain, read and comprehend all addenda issued. Failure of any Proposer to acknowledge an issued addendum in its Proposal will not relieve the Proposer from any obligation contained therein.

A.08 RESPONSE EXPENSES

All costs incurred by Proposer in responding to this RFQ and to participate in any interviews/presentations/demonstrations, including travel, will be the sole responsibility of the Proposer.

A.09 QUESTION AND CLARIFICATION PERIOD

Each Proposer shall examine all RFQ documents and will judge all matters relating to the adequacy and accuracy of such documents. Any questions or requests concerning interpretation, clarification or additional information pertaining to this RFQ shall be made in writing via email to the Manatee County Procurement Division to the Designated Procurement Contact or to purchasing@mymanatee.org. All questions received and responses given will be provided to potential Proposers via an addendum to this RFQ

Manatee County will not be responsible for oral interpretations given by other sources including County staff, representative, or others. The issuance of a written addendum by the Procurement Division is the only official method whereby interpretation, clarification or additional information will be given.

A.10 FALSE OR MISLEADING STATEMENTS

Proposals which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Proposer, may be rejected. If, in the opinion of the County, such information was intended to mislead the County in its evaluation of the Proposal, and the attribute, condition or capability is a requirement of this RFQ. Such Proposer will be disqualified from consideration for this RFQ and may be disqualified from submitting a response on future solicitation opportunities with the County.

A.11 WITHDRAWAL OR REVISION OF RESPONSES

Proposers may withdraw Proposals under the following circumstances:

- a. If Proposer discovers a mistake(s) prior to the Due Date and Time. Proposer may withdraw its Proposal by submitting a written notice to the Procurement Division. The notice must be received in the Procurement Division prior to the Due Date and Time for receiving Proposals. A copy of the request shall be retained, and the

unopened Proposal returned to the Proposer; or

- b. After the Proposals are opened but before a contract is signed, Proposer alleges a material mistake of fact if:
 1. The mistake is clearly evident in the solicitation document; or
 2. Proposer submits evidence which clearly and convincingly demonstrates that a mistake was made in the Proposal. Request to withdraw a Proposal must be in writing and approved by the Purchasing Official.

A.12 JOINT VENTURES

Proposers intending to submit a Proposal as a joint venture with another entity are required to have filed proper documents with the Florida Department of Business and Professional Regulation and all other State or local licensing agencies as required by Florida Statute Section 489.119, prior to the Due Date and Time.

A.13 LOBBYING

After the issuance of any solicitation, no prospective Proposer, or their agents, representatives or persons acting at the request of such Proposer, shall contact, communicate with or discuss any matter relating in any way to the solicitation with any County officers, agents or employees, other than the Purchasing Official or designee, unless otherwise directed by the Purchasing Official or designee. This prohibition includes copying such persons on written communications (including email correspondence) but does not apply to presentations made to evaluation committees or at a County Commission meeting where the Commission is considering approval of a proposed contract/purchase order. This requirement ends upon final execution of the contract/purchase order or at the time the solicitation is cancelled. Violators of this prohibition will be subject to sanctions as provided in the Manatee County Code of Ordinances Section 2-26-31 and 2-26-32. Sanctions may include (a) written warning; (b) termination of contracts; and (c) debarment or suspension.

A.14 EXAMINATION OF RESPONSES

The examination and evaluation of the Proposals submitted in response to this solicitation generally requires a period of not less than ninety (90) calendar days from the Due Date and Time.

A.15 ERRORS OR OMISSIONS

Once a Proposal is opened, the County will not accept any request by Proposer to correct errors or omissions in the Proposal other than as identified in paragraph A.11.

A.16 DETERMINATION OF RESPONSIBLENESS AND RESPONSIVENESS

The County will conduct a due diligence review of all Proposals received to determine if the Proposer is responsible and responsive.

To be responsive a Proposer must submit a Proposal that conforms in all material respects to the requirements of this RFQ and contains all the information, fully

completed attachments and forms, and other documentation required. Proposals that are deemed non-responsive will not be considered or evaluated.

To be responsible, a Proposer must meet the minimum qualification requirements and have the capability to perform the Scope of Services contained in this RFQ. Proposals submitted by Proposers that are deemed non-responsive will not be considered or evaluated.

A.17 RESERVED RIGHTS

The County reserves the right to accept or reject any and all Proposals, to waive irregularities and technicalities, to request additional information and documentation, and to cancel this solicitation at any time prior to execution of the contract. In the event only one Proposal is received, the County reserves the right to negotiate with the Proposer. The County reserves the right to award the contract to a responsive and responsible Proposer which in its sole determination is the best value and in the best interests of the County.

The County reserves the right to conduct an investigation as it deems necessary to determine the ability of any Proposer to perform the work or service requested. Upon request by the County, Proposer shall provide all such information to the County. Additional information may include, but will not be limited to, current financial statements prepared in accordance with generally accepted accounting practices and certified by an independent CPA or official of Proposer; verification of availability of equipment and personnel; and past performance records.

A.18 APPLICABLE LAWS

Proposer 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 contract. This solicitation process will be conducted in accordance with Manatee County Code of Ordinances, Chapter 2-26.

A.19 TAXES

Manatee County is exempt from Federal Excise and State Sales Taxes. (F.E.T. Cert. No. 59-78-0089K; Florida Sales Tax Exempt Cert. No. 85-8012622206C-6). Therefore, the Proposer is prohibited from delineating a separate line item in its Proposal for any sales or service taxes.

The Successful Proposer will be responsible for the payment of taxes of any kind, including but not limited to sales, consumer, use, and other similar taxes payable on account of the work performed and/or materials furnished under the award in accordance with all applicable laws and regulations.

A.20 SCRUTINIZED COMPANIES

Pursuant to Florida Statute Section 287.135, as of July 1, 2012, a company that, at the time of submitting a response for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida

Statute Section 215.473, is ineligible for, and may not submit a response for or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

A.21 COLLUSION

Proposer certifies that its Proposal is made without prior understanding, agreement, or connection with any other corporation, firm or person submitting a Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

Any such violation may result in contract cancellation, return of materials or discontinuation of services and the possible removal of Proposer from participation in future County solicitations for a specified period.

The County reserves the right to disqualify a Proposer during any phase of the solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud on the part of the Proposer.

A.22 CODE OF ETHICS

With respect to this Request for Qualifications, if any Proposer violates, directly or indirectly, the ethics provisions of the Manatee County Procurement Code and/or Florida criminal or civil laws related to public procurement, including but not limited to Florida Statutes Chapter 112, Part II, Code of Ethics for Public Officers and Employees, such Proposer will be disqualified from eligibility to perform the work described in this RFQ, and may also be disqualified from submitting any future bids or proposals to supply goods or services to Manatee County.

A.23 PUBLIC ENTITY CRIMES

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, Successful Proposer, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

In addition, Manatee County Code of Laws Chapter 2-26 Article V prohibits the award of County contracts 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 reasonable manner.

To ensure compliance with the foregoing, Manatee County Code of Laws requires all persons or entities desiring to contract with Manatee 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 Manatee County. Proposer is to complete Form 3 and submit with your Proposal.

A.24 AMERICANS WITH DISABILITIES

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

A.25 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Title VI of the Civil Rights Act of 1964, Title 15, Part 8 of the Code of Federal Regulations and the Civil Rights Act of 1992, Manatee County hereby notifies all Proposers that it will affirmatively ensure minority business enterprises are afforded full opportunity to participate in response to this Request for Qualifications and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status in consideration of award.

A.26 MINORITY AND/OR DISADVANTAGED BUSINESS ENTERPRISE

The State of Florida Office of Successful Proposer Diversity provides the certification process and maintains the database of certified MBE/DBE firms. Additional information may be obtained at <http://www.osd.dms.state.fl.us/iframe.htm> or by calling (850) 487-0915.

A.27 DISCLOSURE

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

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

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

Pursuant to Florida Statute 119.0701, to the extent Successful Proposer is performing services on behalf of County, Successful Proposer must:

- a. Keep and maintain public records required by public agency to perform the service. That information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Manatee County public record policies. Proposer agrees, prior to providing goods/services, it will implement policies and procedures, which are subject to approval by County, to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies including but not limited to Section 119.0701, Florida Statutes.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Successful Proposer does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of contractor or keep and maintain public records required by the public agency to perform the service. If the Successful Proposer transfers all public records to County upon completion of the contract, the Successful Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Successful Proposer keeps and maintains public records upon completion of the contract, the Successful Proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology systems of County.

IF THE SUCCESSFUL PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO ANY RESULTING CONTRACT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

PHONE: (941) 742-5845

EMAIL: LACY.PRITCHARD@MYMANATEE.ORG

ATTN: RECORDS MANAGER

1112 MANATEE AVENUE WEST

BRADENTON, FL 34205

A.28 TRADE SECRETS

Manatee County is subject to Chapter 119, Florida Statutes. Therefore, all documents, materials, and data submitted as part of a Proposal in response to a Request for Proposal are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes.

Notwithstanding any other provision in this solicitation, designation of the entire proposal as ‘trade secret’, ‘proprietary’, or ‘confidential’ is not permitted and may result in a determination that the Proposal is non-responsive and therefore the proposal will not be evaluated or considered.

Except for materials that are ‘trade secrets’ as defined by Chapter 812, Florida Statutes, ownership of all documents, materials and data submitted as part of a Proposal in response to the Request for Proposal shall belong exclusively to County.

To the extent that Proposer desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be segregated from the portions of the Proposal that are not declared as trade secret. In addition, Proposer shall cite, for each trade secret claimed, the Florida Statute number which supports the designation. Further, Proposer shall offer a brief written explanation as to why the cited Statute is applicable to the information claimed as trade secret. Additionally, Proposer shall provide a hard copy of its Proposal that redacts all information designated as trade secret.

In conjunction with trade secret designation, Proposer acknowledges and agrees that:

- a. Trade secret requests made after the opening will not be considered. However, County reserves the right to clarify the Proposers request for trade secret at any time; and
- b. County and its officials, employees, agents, and representatives are hereby granted full rights to access, view, consider, and discuss the information designated as trade secret throughout the evaluation process and until final execution of any awarded purchase order or contract; and
- c. That after notice from County that a public records request has been made pursuant to Proposer’s proposal, the Proposer at its sole expense, shall be responsible for defending its determination that submitted material is a trade secret and is not subject to disclosure. Action by Proposer in response to notice from the County shall be taken immediately, but no later than 10 calendar days from the date of notification or Proposer will be deemed to have waived the trade secret designation of the materials.

Proposer shall indemnify and hold County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney’s fees and costs), or claims arising from or related to the designation of trade secrets by the Proposer, including actions or claims arising from County’s non-disclosure of the trade secret materials.

A.29 CONFIDENTIALITY OF SECURITY RELATED RECORDS

- a. Pursuant to Florida Statutes § 119.071(3), the following records (hereinafter referred to collectively as “the Confidential Security Records”) are confidential and exempt from the disclosure requirements of Florida Statutes § 119.07(1):
 1. A Security System Plan or portion thereof for any property owned by or leased to County or any privately owned or leased property held by County.
 2. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by County.
 3. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout or structural elements of an attractions and recreation facility, entertainment or resort complex, industrial complex, retail and service development, office development, or hotel or motel development in the possession of, submitted to County.
- b. Successful Proposer agrees that, as provided by Florida Statute, it shall not, as a result of a public records request, or for other reason disclose the contents of, or release or provide copies of the Confidential Security Records to any other party absent the express written authorization of County’s Property Management Director or to comply with a court order requiring such release or disclosure. To the extent Successful Proposer receives a request for such records, it shall immediately contact the County’s designated Contract administrator who shall coordinate County’s response to the request.

A.30 E-VERIFY

Prior to the employment of any person under this contract, the Successful Proposer shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the Successful Proposer to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the Successful Proposer to perform work pursuant to the contract with Manatee County. For more information on this process, please refer to United States Citizenship and Immigration Service site at: <http://www.uscis.gov/>.

Only those individuals determined eligible to work in the United States shall be employed under this contract.

By submission of a Proposal in response to this RFQ, the successful Proposer commits that all employees and subcontractors will undergo e-verification before placement on this contract.

The successful Proposer shall maintain sole responsibility for the actions of its employees and subcontractors. For the life of the contract, all employees and new

employees brought in after contract award shall be verified under the same requirement stated above.

A.31 LICENSES AND PERMITS

The successful Proposer shall be solely responsible for obtaining all necessary license and permit fees, including, but not limited to, all license fees, permit fees, impact fees, or inspection fees, and responsible for the costs of such fees. Successful Proposer is solely responsible for ensuring all work complies with all Federal, State, local, and Manatee County ordinances, orders, codes, laws, rules, regulations, directives, and guidelines.

A.32 MINIMUM WAGE REQUIREMENTS

The successful Proposer shall comply with all minimum wage requirements, such as Living Wage requirements, minimum wages based on Federal Law, minimum wages based on the Davis-Bacon Act, and the provisions of any other employment laws, as may be applicable to the Agreement.

A.33 PROTEST

Any actual bidder, Proposer, or contractor who is aggrieved in connection with the notice of intent to award of a contract with a value greater than \$250,000 where such grievance is asserted to be the result of a violation of the requirements of the Manatee County Procurement Code or any applicable provision of law by the officers, agents, or employees of the County, may file a protest to the Purchasing Official.

Protest must be in writing and delivered via email at purchasing@mymanatee.org or by hand delivery to the Procurement Division at 1112 Manatee Avenue West, 7th Floor, Suite 705, Bradenton, FL 34205 by 5:00 p.m. on the fifth business day following the date of posting of the Notice of Intent to Award on the County website. There is no stay of the procurement process during a protest. The Purchasing Official shall have the authority to settle and resolve a protest concerning the intended award of a contract.

For additional information regarding the County protest process, visit the Procurement Division webpage on the County website.

A.34 BINDING OFFER

Proposals will remain valid for a period of 120 days following the Due Date and Time and will be considered a binding offer to perform the required services and/or provide the required goods. The submission of a Proposal will be taken as prima facie evidence that the Proposer has familiarized itself with the contents of this Solicitation

A.35 ACCESSIBILITY

The County is committed to making its documents and information technologies accessible to individuals with disabilities by meeting the requirements of Section 508 of the Rehabilitation Act and best practices (W3C WCAG 2). **For assistance with accessibility regarding this solicitation, contact the Manatee County Procurement Division via email at purchasing@mymanatee.org or by phone at 941-748-4501, X3014.**

Successful Proposer shall ensure all its electronic information, documents, applications, reports, and deliverables required in the proposal are in a format that meets the requirements of Section 508 of the Rehabilitation Act and best practices (W3C WCAG 2).

Where not fully compliant with these requirements and best practices, Successful Proposer shall provide clear points of contact for each document and information technology to direct users in how to obtain alternate formats. Further, Successful Proposer shall develop accommodation strategies for those non-compliant resources and implement strategies to resolve the discrepancies.

A.36 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTS

This section shall serve as notification that this solicitation is in accordance with Florida Statutes Chapter 287.05701.

A.37 SOLICITATION SCHEDULE

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

Scheduled Item	Scheduled Date
Question and Clarification Deadline	October 20, 2025
Proposal due Date and Time	November 6, 2025, by 11:00 A.M., ET
Technical Evaluation Meeting	TBD
Technical Evaluation Meeting	TBD
Interviews/Presentations/Demonstrations (if conducted)	TBD
Final Evaluation Meeting (if required)	TBD
Projected Award	January 2026

END SECTION A

SECTION B, EVALUATION OF RESPONSES

B.01 EVALUATION

A due diligence review will be conducted to determine if the Proposal is responsive to the submission requirements outlined in this Solicitation and to determine if the Proposer is a responsible Proposer.

A responsive Proposal is one that follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive. A responsible Proposer is a Proposer which the County affirmatively determines has the ability, capability and skill to perform under the terms of the agreement; can provide the materials and/or service promptly within the time specified, without delay or interference; has a satisfactory record of integrity and business ethics; and meets the minimum qualification requirements in this RFQ.

Evaluation of Proposals will be conducted by an evaluation committee. Each evaluation committee member will evaluate and score the Proposals for each of the evaluation criteria. The committee will consider all information submitted by each responsible and responsive Proposer; clarification information provided by Proposer; information obtained during the interviews, presentations, or demonstrations; feedback received from Proposer's references; and any other relevant information received during any investigation of Proposer to ascertain the ability of the Proposer to perform the Scope of Services as stated in this RFQ.

B.02 EVALUATION CRITERIA

The following evaluation criteria have been established for this RFQ.

<u>Evaluation Criteria</u>	<u>Maximum Points</u>
Proposer & Team's Experience	30
Approach to Geotechnical Services	32
Organizational Structure and Capacity	30
Similar Completed Projects	8

B.03 CLARIFICATIONS, INTERVIEWS, PRESENTATIONS, DEMONSTRATIONS

As part of the evaluation process, the evaluation committee will determine a list of those responsive and responsible Proposals that are deemed by the committee as having a reasonable probability of being selected for award (Short List). At a minimum, the evaluation committee shall conduct discussions with the Short List Proposers and may request additional information or clarification from Proposers for the purpose of further evaluation of (a) conformance to the solicitation requirements, (b) the abilities of the Proposer, and (c) understanding of the Proposal submitted. Additional information and clarification must be submitted by Proposer within the requested time-period.

Additionally, interviews, presentations or demonstrations may be conducted with Proposers as part of the evaluation process. If conducted, the Short List Proposers will be invited to meet with the committee. The information gained from these interviews, presentations, or demonstrations will be part of the committee's consideration in making a recommendation for award. Therefore, Proposers should make arrangements to attend, if invited.

The interviews, presentations and demonstrations are closed to the public to the extent permitted by law.

In the final evaluations, each evaluator will consider the information obtained from the proposals as well as the discussions and clarifications presented during the presentations. As part of the final evaluations, the initial technical evaluation scores for each short-listed firm, in each of the evaluation criterion, will be discussed by the evaluation committee and are subject to change.

B.04 RECOMMENDATION FOR NEGOTIATION

The evaluation committee will determine from the responses to this RFQ and subsequent investigations, the Proposer(s) who best meets the County's requirements. Upon completion of the technical evaluations, the evaluation committee will make a recommendation as to the Proposer(s) which the County should enter into negotiations, if any. The County will notice the Intent to Negotiate, in the same manner the original Request for Qualifications document was noticed prior to commencing negotiations.

Upon approval to commence negotiations, the recommended Proposer(s) shall submit one original hard copy and one electronic copy on a CD or USB flash drive of its pricing proposal. The pricing information should show a categorical breakout of the pricing, with any alternates or options clearly identified. The pricing information shall be clear and unambiguous to facilitate evaluation of the prices submitted.

The County will conduct negotiations with the highest scoring Proposer. If the County and the highest-scored Proposer cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may, at its sole discretion, begin negotiations with the next highest-scored Proposer(s). This process may continue until a contract acceptable to the County has been negotiated or all Proposals are rejected.

B.05 RECOMMENDATION FOR AWARD

Upon successful completion of negotiations, a recommendation for award to the successful Proposer(s) will be presented for approval per County ordinances, policies and procedures.

END SECTION B

SECTION C, AWARD OF THE AGREEMENT

C.01 GENERAL

By submitting a Proposal, Proposer understands and agrees:

- a. The Proposal and all subsequent information requested by the County during the procurement process will serve as a basis for the Agreement.
- b. All products and papers produced during the Agreement period become the property of Manatee County upon termination or completion of the engagement.

C.02 AGREEMENT

The successful Proposer(s) will be required to execute the Agreement in a form and with provisions acceptable to the County (See Section F, Sample Agreement). The County (as Owner) will execute this Agreement with the successful Proposer (as Consultant).

The negotiated Agreement may or may not include all elements of this RFQ or the Proposal submitted by the successful Proposer(s) where alternatives provide best value, are desirable to the County, and the parties agree to such terms. Negotiations of the terms of the Agreement, may include specifications, scope of project, price, the Agreement period, renewal, or any other relevant provisions.

C.03 AWARD

County does not make award to a Proposer who is delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to County, or is in default on any contractual or regulatory obligation to County. By submitting this solicitation response, Proposer attests that it is not delinquent in payment of any such debts due and owed to County, nor is it in default on any contractual or regulatory obligation to County. In the event the Proposer's statement is discovered to be false, Proposer will be subject to suspension and debarment and County may terminate any contract it has with Proposer.

Award of the Agreement is subject to approval as provided for in the Manatee County Procurement Code.

END SECTION C

SECTION D, FORMS

**FORM 1 - ACKNOWLEDGMENT OF ADDENDA
RFQ NO. 25-R088461JH**

The undersigned acknowledges receipt of the following addenda:

Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:

Print or type Proposer's information below:

_____ Name of Proposer	_____ Telephone Number
_____ Street Address	_____ City/State/Zip
_____ Email Address	_____ Website Address
_____ Print Name & Title of Authorized Officer	_____ Signature of Authorized Official Date

Return this fully executed form with your Proposal.

FORM 2 - PROPOSAL SIGNATURE FORM
RFQ NO. 25-R088461JH

The undersigned represents that by signing this Proposal Signature Form that:

- (1) He/she has the authority and approval of the legal entity purporting to submit the Proposal and any additional documentation which may be required such as the Joint Venture Agreement or Joint Venture Affidavit, if applicable; and
- (2) All facts and responses set forth in the Proposal are true and correct; and
- (3) If the Proposer is selected by County to negotiate an agreement, that Proposer's negotiators will negotiate in good faith to establish an agreement to provide the services described in this RFQ; and
- (4) By submitting a Proposal and signing below, the Proposer agrees to the terms and conditions in this RFQ, which incorporates all addenda, appendices, exhibits, and attachments, in its entirety, and is prepared to sign the Agreement, of which a sample is incorporated into this RFQ as Section F. The Proposer understands that if it submits exceptions to the Sample Agreement in its Proposal, the Proposer may be determined non-responsive.

Print or type Proposer's information below:

_____ Name of Proposer	_____ Telephone Number
_____ Street Address	_____ City/State/Zip
_____ Email Address	_____ Web Address
_____ Print Name & Title of Authorized Officer	_____ Signature of Authorized Officer Date
_____	_____

Return this fully executed form with your Proposal.

**FORM 3 - PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES
CERTIFICATION
RFQ NO. 25-R088461JH**

SWORN STATEMENT PURSUANT TO MANATEE COUNTY PROCUREMENT CODE
SECTION 2-26 ARTICLE V,

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 Manatee County by

[print individual's name and title]

for _____

[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, the undersigned, 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 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 Proposers or prospective
Proposers 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, as determined by the
County, reflects negatively upon the ability of the person or entity to conduct business in
a responsible manner; or

(4) made an admission of guilt of such conduct described in items (1), (2) or (3) above,
which is a matter of record, but has not been prosecuted for such conduct, or has made an
admission of guilt of such conduct, which is a matter of record, pursuant to formal

prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or

(5) where an officer, official, agent or employee of a business entity has been convicted of, or has admitted guilt to, any of the crimes set forth above on behalf of such and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he/she 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 amount family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

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

I UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE PROCUREMENT DIVISION OR THE COUNTY ADMINISTRATOR DETERMINES THAT SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.

Signature of Contractor Representative

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____
by _____ . Personally known OR Produced the
following 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.

Return this fully executed form with your Proposal.

**FORM 4 - CONFLICT OF INTEREST DISCLOSURE FORM
RFQ NO. 25-R088461JH**

The award of an agreement resulting from this RFQ is subject to the provisions of Manatee County Code of Laws. Proposer must disclose within its Proposal: the name of any officer, director, or agent who is also an employee of Manatee County. Furthermore, Proposer must disclose the name of any County employee who owns, directly or indirectly, an interest of more than five percent (5%) in the Proposer's firm or any of its branches, divisions, or affiliates.

By signing below, Proposer confirms that it is not currently engaged or will not become engaged in any obligations, undertakings or contracts that will require the firm to maintain an adversarial role against the County or that will impair or influence the advice or recommendations it provides to the County.

Please check one of the following statements and attach additional documentation if necessary:

_____ To the best of my knowledge, the undersigned firm has no potential conflict of interest for this RFQ.

_____ The undersigned firm, by execution of this form, submits information which may be a potential conflict of interest for this RFQ.

Acknowledged and attested to by:

Firm Name

Signature

Name and Title (Print or Type)

Date

Return this fully executed form with your Proposal.

**FORM 5 - NON-COLLUSION AFFIDAVIT
RFQ NO. 25-R088461JH**

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- a. He/She is _____ of _____, the Proposer that has submitted a Proposal to perform work for the following:
RFQ No.: _____ Title: _____
- b. He/She is fully informed respecting the preparation and contents of the attached Request for Qualifications, and of all pertinent circumstances respecting such Solicitation.
Such Proposal is genuine and is not a collusive or sham Proposal.
- c. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Solicitation and contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed contract.
- d. The price or prices to be submitted shall be fair and proper and shall not be tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature: _____

Subscribed and sworn to (or affirmed) before me this _____ day of _____ 20____, by _____, who is personally known to me OR has produced _____ as identification.

Notary Signature _____

Notary Name: _____

Notary Public (State): _____

My Commission No: _____

Expires on: _____ + _____

SEAL

Return this fully executed form with your Proposal.

**FORM 6 - TRUTH – IN – NEGOTIATION CERTIFICATE
RFQ NO. 25-R088461JH**

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and (ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

(This document must be executed by an authorized official of Proposer (e.g., President, CEO, Partner, Managing Partner))

Name: _____

Title: _____

Date: _____

Signature: _____

Return this fully executed form with your Proposal.

**FORM 7 – SCRUTINIZED COMPANY CERTIFICATION
RFQ NO. 25-R088461JH**

This certification is required pursuant to Florida State Statute Section 287.135 and must be executed and returned with Proposer’s Proposal.

As of July 1, 2011, a company that, at the time of bidding or submitting a Proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is ineligible for, and may not bid on, submit a Proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

Companies must complete and return this form with its response.

Company: _____

FEIN: _____

Address. _____

City/State/Zip. _____

I, _____, as a representative of _____
_____ certify and affirm that this entity is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Signature

Title

Printed Name

Date

Return this fully executed form with your Proposal.

**FORM 8, INSURANCE REQUIREMENTS
RFQ NO. 25-R088461JH**

The Successful Proposer will not commence work under the resulting Agreement until all insurance coverages indicated by an “X” herein have been obtained. The Successful Proposer shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, at its expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy): Work under this Agreement cannot commence until all insurance coverages indicated herein have been obtained on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

Automobile Liability Insurance Required Limits

Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than:

- \$1,000,000 Combined Single Limit; OR
- \$500,000 Bodily Injury and \$500,000 Property Damage
- \$10,000 Personal Injury Protection (No Fault)
- \$500,000 Hired, Non-Owned Liability
- \$10,000 Medical Payments

This policy shall contain severability of interests' provisions.

Commercial General Liability Insurance Required Limits (per Occurrence form only; claims-made form is not acceptable)

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$1,000,000 Single Limit Per Occurrence
- \$2,000,000 Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal and Advertising Injury Liability
- \$50,000 Fire Damage Liability
- \$10,000 Medical Expense, and
- \$1,000,000, Third Party Property Damage
- \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

This policy shall contain severability of interests' provisions.

Employer's Liability Insurance

Coverage limits of not less than:

- \$100,000 Each Accident
- \$500,000 Disease Each Employee
- \$500,000 Disease Policy Limit

- Worker's Compensation Insurance
- US Longshoremen & Harbor Workers Act**
- Jones Act Coverage**

Coverage limits of not less than:

- Statutory workers' compensation coverage shall apply for all employees in compliance with the laws and statutes of the State of Florida and the federal government.
- If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act.

Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers' Compensation coverage and Employer's Liability coverage for all personnel on the worksite and in compliance with the above Workers' Compensation requirements. NOTE: Workers' Compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.

Aircraft Liability Insurance Required Limits

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Each Occurrence Property and Bodily Injury with no less than \$100,000 per passenger each occurrence or a 'smooth' limit.
- \$ General Aggregate.

Un-Manned Aircraft Liability Insurance (Drone)

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Each Occurrence Property and Bodily Injury; Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage.
- \$ General Aggregate

Installation Floater Insurance

When the contract or agreement **does not** include construction of, or additions to, above ground building or structures, but does involve the installation of machinery or equipment, Installation Floater Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- 100% of the completed value of such addition(s), building(s), or structure(s)

Professional Liability and/or Errors and Omissions (E&O) Liability Insurances

Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- \$ 1,000,000 Bodily Injury and Property Damage Each Occurrence
- \$ 2,000,000 General Aggregate

Builder's Risk Insurance

When the contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, Builder's Risk Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed
- The policy shall not carry a self-insured retention/deductible greater than \$10,000

Coverage shall be for all risks and include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.

Cyber Liability Insurance

Coverage shall comply with Florida Statute 501.171, shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Security Breach Liability
- \$ Security Breach Expense Each Occurrence
- \$ Security Breach Expense Aggregate
- \$ Replacement or Restoration of Electronic Data
- \$ Extortion Threats
- \$ Business Income and Extra Expense
- \$ Public Relations Expense

NOTE: Policy must not carry a self-insured retention/deductible greater than \$25,000.

Hazardous Materials Insurance (As Noted Below)

Hazardous materials include all materials and substances that are currently designated or defined as hazardous by the law or rules of regulation by the State of Florida or federal government. All coverage shall be afforded under either an occurrence policy form or a claims-made policy form, and the policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- Pollution Liability**

Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

Asbestos Liability (If handling within scope of Contract)

Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

Disposal

When applicable, Successful Proposer shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability.

- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate.
- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate.

Hazardous Waste Transportation Insurance

Successful Proposer shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials. EPA identification number shall be provided.

All coverage shall be afforded under either an occurrence policy form or a claims-made policy form and the policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, per accident.

Liquor Liability Insurance

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- \$1,000,000 Each Occurrence and Aggregate

Garage Keeper’s Liability Insurance

Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the lot or garage.

Bailee’s Customer Liability Insurance

Coverage shall be required for damage and/or destruction when County property is temporarily under the care or custody of a person or organization, including property that is on, or in transit to and from the person or organization’s premises. Perils covered should include fire, lightning, theft, burglary, robbery, explosion, collision, flood, earthquake and damage or destruction during transportation by a carrier.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the County asset(s) in the Successful Proposer’s care, custody and control.

Hull and Watercraft Liability Insurance

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- \$ Each Occurrence
- \$ General Aggregate
- \$ Fire Damage Liability
- \$10,000 Medical Expense, and
- \$ Third Party Property Damage
- \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

Other [Specify]

BOND REQUIREMENTS

Bid Bond

A Bid Bond in the amount of 5% of the total offer. Bid bond shall be submitted with the sealed response and shall include project name, location, and / or address and project number. In lieu of the bond, the bidder may file an alternative form of security in the amount of 5% of the total offer. in the form of a money order, a certified check, a cashier’s check, or an irrevocable letter of credit issued to Manatee County. NOTE: A construction project over \$200,000 requires a Bid Bond in the amount of 5% of the total bid offer.

Payment and Performance Bond

A Payment and Performance Bond shall be submitted by Successful Bidder for 100% of the award amount and shall be presented to Manatee County within ten (10) calendar days of

issuance of the notice of intent to award. NOTE: A construction project over \$200,000 requires a Payment and Performance Bond.

INSURANCE REQUIREMENTS

I. THE POLICIES ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:

Commercial General Liability and Automobile Liability Coverages

- a. **“Manatee County, a Political Subdivision of the State of Florida,” is to be named as an Additional Insured in respect to:** Liability arising out of activities performed by or on behalf of the Successful Proposer, his agents, representatives, and employees; products and completed operations of the Successful Proposer; or automobiles owned, leased, hired or borrowed by the Successful Proposer. The coverage shall contain no special limitation(s) on the scope of protection afforded to the COUNTY, its officials, employees or volunteers.
In addition to furnishing a Certificate of Insurance, the Successful Proposer shall provide the endorsement that evidences Manatee COUNTY being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists “Manatee County, a Political Subdivision of the State of Florida,” as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.
- b. The Successful Proposer's insurance coverage shall be primary insurance with respect to the COUNTY, its officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officials, employees or volunteers shall be excess of Successful Proposer's insurance and shall be non-contributory.
- c. The insurance policies must be on an occurrence form.

Workers' Compensation and Employers' Liability Coverages

The insurer shall agree to waive all rights of subrogation against the COUNTY, its officials, employees and volunteers for losses arising from work performed by the Successful Proposer for the COUNTY.

II. General Insurance Provisions Applicable to All Policies

1. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, Successful Proposer shall furnish the COUNTY with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming “Manatee County, a Political Subdivision of the State of Florida” as an Additional Insured on the applicable coverage(s) set forth above.
2. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance. In addition, when requested in writing from the COUNTY, Successful Proposer will provide the COUNTY with a certified copy

of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

Manatee County, a Political Subdivision of the State of Florida
Attn: Risk Management Division
1112 Manatee Avenue West, Suite 969
Bradenton, FL 34205

3. The project's solicitation number and title shall be listed on each certificate.
4. Successful Proposer shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
5. Successful Proposer agrees that should at any time Successful Proposer fail to meet or maintain the required insurance coverage(s) as set forth herein, the COUNTY may terminate this contract.
6. The Successful Proposer waives all subrogation rights against COUNTY, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
7. The Successful Proposer has sole responsibility for all insurance premiums and policy deductibles.
8. It is the Successful Proposer's responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. Successful Proposer shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or Successful Proposer shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.
9. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the COUNTY has the right to review the Successful Proposer's deductible or self-insured retention and to require that it be reduced or eliminated.
10. Successful Proposer understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the COUNTY, or to others, and the COUNTY'S failure to request evidence of this insurance coverage shall not be construed as a waiver of Successful Proposer's obligation to provide and maintain the insurance coverage specified.
11. Successful Proposer understands and agrees that the COUNTY does not waive its immunity and nothing herein shall be interpreted as a waiver of the COUNTY'S rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the COUNTY expressly reserves these rights to the full extent allowed by law.
12. No award shall be made until the Procurement Division has received the Certificate of Insurance in accordance with this section.

BONDING REQUIREMENTS

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

Payment and Performance Bonds. Prior to commencing work, the Successful Proposer shall obtain, for the benefit of and directed to COUNTY, a Payment and Performance Bond satisfying the requirements of Florida Statutes § 255.05, covering the faithful performance by the Successful Proposer of its obligation under the Contract Documents, including but not limited to the construction of the project on the project site and the payment and obligations arising thereunder, including all payments to Subcontractors, laborers, and materialmen. The surety selected by the Successful Proposer to provide the Payment and Performance Bond shall be approved by COUNTY prior to issuance of such Bond, which approval shall not be unreasonably withheld or delayed provided that surety is rated A- or better by Best's Key Guide, latest edition.

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

Bonds shall be in an amount equal to 100% of the contract price issued by a duly authorized and nationally recognized surety company, authorized to do business in the State of Florida, satisfactory to COUNTY. Surety shall be rated as "A-" or better by Best's Key Guide, latest edition. The attorney-in-fact who signs the bonds must file with the bonds, a certificate and effective dated copy of power-of-attorney. Payment and Performance Bonds shall be issued to "Manatee County, a political subdivision of the State of Florida", **within ten (10) calendar days after issuance of notice of intent to award.**

In addition, pursuant to Florida Statutes § 255.05(1)(b), Florida Statutes, prior to commencing work, the Successful Proposer shall be responsible and bear all costs associated to record the Payment and Performance Bond with the Manatee County Clerk of the Circuit Court. A certified copy of said recording shall be furnished to the Procurement Division upon filing. Pursuant to Florida Statutes § 255.05(1)(b), Florida Statutes, COUNTY will make no payment to the Successful Proposer until the Successful Proposer has complied with this paragraph.

Furnishing Payment and Performance Bonds shall be requisite to execution of an Agreement with COUNTY. Said Payment and Performance Bonds will remain in force for the duration of this Agreement with the premiums paid by the Successful Proposer. Failure of the Successful Proposer to execute such Agreement and to supply the required bonds shall be just cause for cancellation of the award. COUNTY may then contract with the next lowest, responsive and responsible Successful Proposer or re-advertise this RFP.

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

FORM 8, INSURANCE STATEMENT
RFQ NO. 25-R088461JH

THE UNDERSIGNED has read and understands the insurance requirements applicable to any Agreement resulting from this solicitation and shall provide the insurances required in this RFQ within ten (10) days from the date of Notice of Intent to Award.

Proposer Name: _____ Date: _____

Signature
(Authorized
Official): _____

Printed Name/Title: _____

Insurance Agency: _____

Agent Name: _____ Agent Phone: _____

Return this fully executed form with your Proposal.

**FORM 9, INDEMNITY AND HOLD HARMLESS
RFQ NO. 25-R088461JH**

MANATEE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

The Successful Proposer shall indemnify and hold harmless County, its officers, and employees from liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Successful Proposer, its personnel, design professionals and other persons employed or utilized by the Successful Proposer in the performance of the Agreement, including without limitation, defects in design, or errors or omissions that result in material cost increases to County. Such indemnification shall include the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs. County reserves the right to defend itself.

Signature of Authorized Official of Proposer: _____

Title: Date: _____

Project Number and /or Name: _____

Insurance Agent: _____

Acknowledgement:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,
20___ by _____ [FULL LEGAL NAME],
who is

Personally known to me

OR

has produced _____ as identification.

Notary Signature _____

Print Name _____

Seal

Return this fully executed form with your Proposal.

FORM 10, ANTI-HUMAN TRAFFICKING AFFIDAVIT

(Section 787.06, Florida Statutes)

Before me, the undersigned authority, personally appeared _____, who was sworn and says that the following information is true and correct:

- 1. My name is _____ of _____. I have been authorized by the Company to provide and execute this affidavit.
- 2. I am over eighteen years of age and the following information is given from my own personal knowledge.
- 3. Company is a nongovernmental entity and I hereby attest that Company does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
- 4. This affidavit is made and given by affiant under penalty of perjury with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

Signature

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of

- physical presence or
- online notarization

this _____ day of _____, 2025, by _____, who

- is personally known to me or
- has produced _____ as identification.

[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]

Signature of Notary Public

My Commission Expires: _____

Return this fully executed form with your Proposal.

SECTION E, EXHIBITS

Exhibit 1, Scope of Services

Exhibit 2, Proposal Response

Exhibit 3, SWFWMD Permit

Exhibit 4, Geotechnical Reports

EXHIBIT 1, SCOPE OF SERVICES

RFQ NUMBER 25-R088461JH

1.01 BACKGROUND INFORMATION

The County is requesting proposals from qualified firms for the provision of construction phase geotechnical engineering, soils & materials testing for the following projects:

1. 63rd Avenue East – US 301 to Tuttle Avenue – CIP #6107860
2. Tuttle Avenue at 63rd Avenue East (Honore Avenue) Traffic Signal and Intersection Improvements – CIP # 6065961

1.02 PROJECT DESCRIPTION

The successful Proposer (hereinafter in this scope referred to as Consultant) shall provide all labor and materials to perform construction phase geotechnical engineering and soil and material testing services for the project(s) listed above in Article 1.01.

The project consists of widening 63rd Avenue East to a four-lane divided roadway with improvement safety amenities as well as intersection improvements at the intersections with 31st Street East, 33rd Street East, Prospect Rd. and Tuttle Avenue.

1.03 SCOPE OF SERVICES

Consultant shall provide all labor (note: the county does not pay overtime), materials, equipment, supplies and travel to perform the construction phase geotechnical engineering services to include:

1. Soils testing;
2. Materials testing;
3. Hydrological testing;
4. Asphalt Paving reports;
5. Drill Shaft testing;
6. Field sampling and testing;
7. Laboratory testing;
8. Geotechnical Engineering Services;
9. Perform all the services in accordance with generally accepted geotechnical engineering professional standards;

10. Develop and maintain a project reporting system tracking all critical events, both scheduled and actual as necessary;
11. At a minimum, participate in project meetings on an as required basis to inform the Contract Manager of the status of the overall project schedule; noting exceptions and suggesting actions required to correct schedule exceptions;
12. Provide quality assurance and performance tracking of each project;
13. Ensure delivery schedules and the integrity of the products and materials required for the project;
14. Utilize e-Builder for project records including test results, reports, requests for information, invoicing, and other correspondence as required.

1.04 GENERAL DUTIES OF THE CONSULTANT

The relationship of the Consultant to the County will be that of a professional consultant, and the Consultant will provide the professional and technical services required under the resulting Agreement in accordance with professional practices and ethical standards. No employer/employee relationships shall be deemed to be established and the consultant, its agents, subcontractors, and employees shall be independent contractors at all times.

It shall be the responsibility of the Consultant to work with the County and apprise it of solutions to problems and the approach or technique to be used towards accomplishment of the County objectives as set forth in this RFQ, which will be made a part of the Agreement upon execution by both parties.

The Consultant shall be responsible for professional quality, technical accuracy, timely completion, compliance with laws, regulations, and rules, and the coordination with all appropriate agencies of all designs, drawings, specifications, reports, and other Professional Services provided by the Consultant. If the County, in its sole discretion, determines there are errors, omissions or other deficiencies in the Consultant's designs, drawings, specifications, reports and other services, the Consultant shall, without additional compensation, correct or revise said errors or omissions to the satisfaction of the County.

END OF EXHIBIT 1

EXHIBIT 2, PROPOSAL RESPONSE
RFQ No. 25-R088461JH

This section identifies specific information which must be contained within the Proposal response and the order in which such information should be organized. The information each Proposer provides will be used to determine those Proposers with the background, experience, and capacity to perform the scope of services as stated in this RFQ and which Proposer(s) best meets the overall needs of the County. For more information on the evaluation process, refer to Section B, Evaluation of Responses.

2.01 INFORMATION TO BE SUBMITTED

The contents of each Response will be organized and arranged with tabs in the same order as listed below and with the same TAB name & numbers. The Response should contain sufficient detail to permit the County to conduct a meaningful evaluation. However, overly elaborate responses are not requested or desired. **TAB'S 6,7,8, & 9 ARE LIMITED TO 5 DOUBLE-SIDED PAGES, PAGE LIMITS DO NOT APPLY TO RESUMES.**

2.02 PROPOSAL FORMAT

A. TAB 1 - INTRODUCTION

In Tab 1, include the following in the Response.

1. A cover page that identifies Proposer, the RFQ by title and the RFQ number.
2. An introductory letter/statement that describe your Response in summary form (limit 2 pages).
3. A table of contents.

B. TAB 2 – MINIMUM QUALIFICATION REQUIREMENTS

In Tab 2, submit the information and documentation requested that confirms Proposers meets the following minimum qualification requirement(s):

1. Proposer must be registered with the State of Florida, Division of Corporations to do business in Florida.

No documentation is required. The County will verify registration.

2. Proposer and/or its subcontractor(s) must possess current, valid licenses and certifications required under Florida Statute to perform construction phase geotechnical services.

Submit information and documentation from the issuing agency that confirms Proposer and/or its subcontractor(s) meet the following:

- a. **Certified under Section 471.023, Florida Statutes, to practice or to offer to practice engineering; or Certified under Section 481.219, Florida Statutes, to practice or to offer to practice architecture.**

No documentation is required. The County will verify.

3. Proposer is not on the Florida Department of Management Services Suspended, Debarred, and Convicted Vendor Lists.

No documentation is required. The County will verify.

4. Proposer is not on the Federal Convicted Vendor or Excluded Parties list. (SAM/EPLS)

No documentation is required. The County will verify.

5. Proposer is not on the Florida Department of Transportation Contractor Suspended List.

No documentation is required. The County will verify.

6. If Proposer is submitting as a joint venture, it must have file the required documents with the Florida Department of Business and Professional Regulation as required by Florida Statute Section 489.119, prior to the Due Date and Time.

If Proposer is a joint venture, provide a copy of Proposer's approved filing with the Florida Department of Business and Professional Regulation.

7. Proposer has no reported conflict of interests in relation to this RFQ.

If no conflicts of interests are present, Proposer must submit a fully completed copy of Form 4.

If there is a potential conflict of interest, on a separate page submit a statement to that affect and disclose the name of any officer, director or agent who is an employee of the County. Disclose the name of any County employee who owns, directly or indirectly, any interest in Proposer's firm or any of its branches.

[Remainder of page intentionally left blank]

C. TAB 3 – FORMS

In Tab 3, provide the completed and executed Forms listed below.

- Form 1, Acknowledgement of Addenda
- Form 2, Response Signature Form
- Form 3, Public Contracting and Environmental Crimes Certification
- Form 4, Conflict of Interest Disclosure
- Form 5, Non-Collusion Affidavit
- Form 6, Truth in Negotiation Certification
- Form 7, Scrutinized Company Certification
- Form 8, Insurance Statement
- Form 9, Indemnity and Hold Harmless
- Form 10, Anti-Human Trafficking Affidavit

D. TAB 4 - TRADE SECRETS

In Tab 4, Pursuant to Section A.28, Trade Secrets, identify any trade secret being claimed.

NOTE: Designation of the entire Proposal as “Trade ‘Secret’, ‘Proprietary’ or ‘Confidential’ is not permitted and may result in a determination that the Proposal is non-responsive and therefore will not be evaluated or considered.

Proposer must submit purported trade secret as follows:

1. Trade secret material must be segregated, within the applicable TAB, from the portions of the Response that are not being declared as trade secret. **NOTE:** Responses cannot be designated as ‘Proprietary’ or ‘Confidential’ in their entirety.
2. Proposer shall cite, for each trade secret being claimed, the Florida Statute number which supports the designation.
3. Proposer shall provide a brief written explanation as to why information claimed as trade secret fits the cited Statute.
4. Proposer shall provide an additional electronic copy of its Response that redacts all designated trade secrets.

[Remainder of page intentionally left blank]

E. TAB 5 - PROPOSER STATEMENT OF ORGANIZATION

In Tab 5, provide information and documentation on Proposer as follows:

1. Legal contracting name including any dba.
2. State of organization or incorporation.
3. Ownership structure of Proposer's company.
(e.g., Sole Proprietorship, Partnership, Limited Liability Corporation, Corporation)
4. Federal Identification Number.
5. A fully completed (signed and dated) copy of Proposer's W-9.
6. Contact information for Proposer's corporate headquarters and local office (if different)
NOTE: local is defined as Manatee, DeSoto, Hardee, Hillsborough, Pinellas or Sarasota counties.
 - a. Address
 - b. County, State, Zip
 - c. Phone
 - d. Number of years at this location
7. List of officers, owners and/or partners, or managers of the firm. Include names, addresses, email addresses, and phone numbers.
8. Provide supporting documentation from the certifying agent indicating Proposer is a certified Minority-owned Business Enterprise, if applicable.
9. Contact information for Proposer's primary and secondary representatives during this RFQ process to include the following information:
 - a. Name
 - b. Phone
 - c. E-mail
 - d. Mailing Address
 - e. County, State, Zip
10. Provide a brief summary regarding any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its partners, employees or subcontractors is or has been involved within the last three years.
11. Provide details of any ownership changes to Proposer's organization in the past three years or changes anticipated within six months of the Due Date and Time (e.g., mergers, acquisitions, changes in executive leadership).
12. Detail Proposer's accessibility under Section 508 of the Rehabilitation Act strategies and processes as follows:
 - a. Detail Proposer's strategies and approach to meeting the ADA accessibility compliance standards of Section 508 and/or WCAG 2.0 AA for all documents to be submitted under the Agreement.
 - b. Briefly describe Offeror's ADA accessibility conformance testing process.

F. TAB 6 – PROPOSER AND TEAM’S EXPERIENCE (MAXIMUM POINTS 30)

In Tab 6, provide details of Proposer and its team’s experience to include the following:

1. Provide a summary of Proposer’s background, size and years in business.
2. Describe Proposer’s experience in construction phase geotechnical services for other government agencies, particularly those within Florida.
3. Provide Proposer’s years of experience in construction phase geotechnical services.
4. Identify and include information regarding experience and qualifications of Proposer’s key staff to be assigned to the services. Include a resume for each with the name of the firm(s) for their current and previous employers, their full names, professional credentials (e.g., certifications and/or licenses), and roles and duties which the individuals will provide to the County only relevant to the project. Include the address of their current primary office location, email address and phone number.
5. Identify any proposed sub-consultants to accomplish the work. Include the company name, the name of the individual(s) to be assigned, and an overview of their experience and qualifications applicable to their role in the provision of construction phase geotechnical services for the County.
6. Describe any significant or unique accomplishments, recognition, or awards received by Proposer, its key personnel, or its subcontractors for previous similar services.
7. Provide a minimum of three (3) client references for construction phase geotechnical services performed by Proposer, who are agreeable to responding to an inquiry by the County. References should include the following information:
 - a. Client name
 - b. Client address
 - c. Client contact name
 - d. Client contact phone and fax numbers
 - e. Client contact email address
 - f. Brief description of work (1-2 sentences)
 - g. Performance period (start/end dates)
 - h. Total dollar value of contract

[Remainder of page intentionally left blank]

G. TAB 7 – APPROACH (MAXIMUM POINTS 32)

In Tab 7, provide Proposer’s project approach to include the following:

1. A narrative of the project approach and an explanation of how this approach meets County objectives and requirements as specified in this RFQ.
2. An explanation of Proposer’s technical ability to perform all facets of the scope of services defined in Exhibit 1. If more than one Proposer is jointly filing a Response, details must be provided to clearly demonstrate individual roles and responsibility for all components of the project.
3. Details of implementation plan and schedule. Provide an implementation schedule for each component of services (e.g., design, demolition, construction).
4. Provide a narrative of the methodology for engaging with County representatives in-the-course of performing the duties.
5. Proposer shall thoroughly explain:
 - a. Its accessibility in the areas of availability for meetings, general communications, coordination, and supervision
 - b. How Proposer physically plans on attending pre-scheduled meetings
 - c. How Proposer plans on ensuring accessibility and availability during the term of the Agreement
6. Provide a statement on company letterhead and signed by an authorized official of Proposer attesting to its commitment to meet the County’s project and budget requirements for all assigned work.
7. Submit any additional information not previously requested which Proposer believes would assist County in the evaluation of Proposer’s approach to provide the required services.

[Remainder of page intentionally left blank]

H. TAB 8 - ORGANIZATIONAL STRUCTURE AND CAPACITY (MAXIMUM POINTS 30)

In Tab 8, provide Proposer's organizational structure and capacity to include the following:

1. Submit details of Proposer's staffing resources, at the location that will provide services to the County as well as corporately; by discipline and the number of personnel within each discipline.
2. Detail the location of the managing office and what plans will be adopted to ensure County citizens receive consideration for employment; and vendors located within the County will be used for the acquisition of goods and services needed to perform the scope of services.
3. If Proposer's staffing resources includes sub-consultants, submit the name of the firm(s) who will perform each discipline. If more than one firm is listed for a discipline, then label which firm is the primary firm for that discipline. Firms may perform more than one discipline.
4. Submit an organizational diagram clearly identifying key personnel as well as other staffing resources who are designated to provide services to the County. For each individual in the organization diagram, include each individual's name, title, firm and indicate their functional relationship to each other.
5. If Proposer is teaming with other entities to provide the required goods and services, detail any prior similar work any two or more team members have jointly performed.
6. If a joint venture is proposed, provide an affidavit attesting to the formulation of the joint venture and provide proof of incorporation as a joint venture or a copy of the formal joint venture agreement between all joint venture parties, indicating their respective roles, responsibilities, and levels of participation in the project.
7. An explanation, in general terms, of Proposers' financial capacity to perform the scope of services. If Proposer is jointly filing a Response with other entities, details must be provided to demonstrate financial capacity of each entity.
8. Provide a statement on company letterhead and signed by a company official authorizing a County auditor and/or financial analysts access to your financial records, including all records prepared by an independent firm, or the financial records of other entities for which you have ownership interest. Such access will occur at the primary location of the Proposer, or such other location as may be agreed, for the purposes of verifying financial representations, and/or to review and assess the historical and current financial capacity of Proposer's business entity and its expected ability to meet ongoing financial obligations related to the required services, if awarded a contract. If an audit is conducted, the County's audit and/or financial analysts will report their findings in a summary report to the Purchasing Official, which will be placed in the Response files for subsequent use, review, and discussions during evaluations.
9. Disclose any ownership interest in other entities proposed for services. This ownership disclosure includes ownership by the Proposer through a parent, subsidiary or holding company or any other form of business entity. Submit entity names and the percent of ownership for each.
10. Detail Proposer and any subcontractor's current workloads and any projected changes to the workload within the next six months.
11. Provide a list of geotechnical soils and material testing projects that have been awarded to the Proposer by Manatee County in the past two years since October 1, 2023. Include

- the following information for each:
- a. Name of the project.
 - b. Date of award.
 - c. Dollar value of the design work.
12. Submit any additional information not previously requested which Proposer believes would assist County in the evaluation of Proposer's capacity to provide the required services.

[Remainder of page intentionally left blank]

I. TAB 9 - SIMILAR COMPLETED PROJECTS (MAXIMUM POINTS: 8)

In Tab 9, provide a list of up to three (3) projects, particularly those within Florida, which Proposer has provided construction phase geotechnical services since October 1, 2018. Include the following information:

- a. Organization/Owner name
- b. Address (County/State)
- c. Project date (Start/End)
- d. Proposer's role in the project (e.g., prime/lead, sub)
- e. Scope of work (Brief description 1-2 sentences)
- f. Total project costs

NOTE: Representative photographs and exhibits supporting the above projects are permitted as an attachment to this section.

END OF EXHIBIT 2



Southwest Florida Water Management District

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

An Equal
Opportunity
Employer

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

Sarasota Service Office
78 Sarasota Center Boulevard
Sarasota, Florida 34240-9770
(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)

August 10, 2023

Manatee County Public Works
Attn: Scott May, P.E.
1022 26th Avenue East
Bradenton, FL 34208

Subject: **Notice of Intended Agency Action - Approval
ERP Individual Construction**

Project Name: 63rd Avenue East Roadway Imp. from US 301 to Tuttle Ave, County
Project 6107860
App ID/Permit No: 865268 / 43046626.000
County: Manatee
Sec/Twp/Rge: S20/T35S/R18E, S17/T35S/R18E, S21/T35S/R18E

Dear Permittee(s):

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

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

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

Sincerely,

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

cc: SWFWMD Data Steward
FDEP Southwest District
Richard Uptegraff, P.E., Patel, Greene and Associates, LLC
Susan Durrance



Southwest Florida Water Management District

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Sarasota, Florida 34240-9770
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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)

August 10, 2023

Manatee County Public Works
Attn: Scott May, P.E.
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Subject: **Notice of Agency Action - Approval
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County: Manatee
Sec/Twp/Rge: S20/T35S/R18E, S17/T35S/R18E, S21/T35S/R18E

Dear Permittee(s):

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

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

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

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

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

Sincerely,

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

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

 Notice of Rights
cc: SWFWMD Data Steward
 FDEP Southwest District
 Richard Uptegraff, P.E., Patel, Greene and Associates, LLC
 Susan Durrance

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE
INDIVIDUAL CONSTRUCTION
PERMIT NO. 43046626.000**

EXPIRATION DATE: August 10, 2028

PERMIT ISSUE DATE: August 10, 2023

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

PROJECT NAME: 63rd Avenue East Roadway Imp. from US 301 to Tuttle Ave, County Project 6107860

GRANTED TO: Manatee County Public Works
Attn: Scott May, P.E.
1022 26th Avenue East
Bradenton, FL 34208

OTHER PERMITTEES: N/A

ABSTRACT: This permit authorization is for the construction of a new stormwater management system and for the modification of a stormwater system approved under Permit No. 40003390.000, serving a 40.37-acre roadway improvement project for a 0.97-mile segment of 63rd Avenue E, from US 301 to Tuttle Avenue. The proposed activities include the widening of 63rd Avenue from two lanes to four lanes with bicycle lanes, sidewalks, and intersection improvements at Tuttle Ave at 63rd Ave E. The proposed drainage improvements include one new pond (Pond 2B), the expansion of Lake A previously approved under Permit No. 40003390.000 (Pond 1), and a floodplain compensation area. The new Pond 2B and the expanded Pond 1 will provide treatment and attenuation for the proposed widening and improvements along 63rd Avenue E. Pond 1 will also provide treatment and attenuation for the Woodruff Industrial Park Subdivision as approved under Permit No. 40003390.000. Prior to beginning construction, the Permittee (Manatee County) is required to provide a cross drainage agreement between the County and the Woodruff industrial subdivision for the shared use of Pond 1 (previously named Lake A as approved under Permit No. 40003390.000) documenting all drainage easements and assigned responsibilities for the shared stormwater system components. The operation and maintenance responsibilities are proposed to be taken over by Manatee County. The project is located on 63rd Avenue, E from US 301 to Tuttle Avenue, in Manatee County.

OP. & MAIN. ENTITY: Manatee County Public Works

OTHER OP. & MAIN. ENTITY: N/A

COUNTY: Manatee

SEC/TWP/RGE: S20/T35S/R18E, S17/T35S/R18E, S21/T35S/R18E

**TOTAL ACRES OWNED
OR UNDER CONTROL:** 40.37
PROJECT SIZE: 40.37 Acres
LAND USE: Road Projects
DATE APPLICATION FILED: February 17, 2023
AMENDED DATE: N/A

I. Water Quantity/Quality

POND No.	Area Acres @ Top of Bank	Treatment Type
1	3.65	MAN-MADE WET DETENTION
2B	2.66	MAN-MADE WET DETENTION
FP Comp Area	4.13	NO TREATMENT SPECIFIED
	Total: 10.44	

Water Quantity/Quality Comments:

The stormwater system provides attenuation of the post-development 25-year, 24-hour peak discharge rate to the pre-development 25-year, 24-hour peak discharge rate. The expanded Pond 1 (approved under Permit No. 40003390.000 as Lake A) and the new Pond 2B provide treatment for runoff from the site via wet detention. The proposed modifications include the expansion of the existing Pond 1 with the removal of the existing outfall structure to the south, the construction of a new outfall structure (S-202) discharging south to a drainage ditch, and a new outfall structure (S-42 smart box) discharging to Pearce Canal located at the intersection of 63rd Ave and 31st Street E. The operation and maintenance tracking and re-certification requirements for the expanded Pond 1 (a.k.a. Lake A) will no longer be associated with Permit No. 40003390.000 upon transfer of this permit to the operation phase. The operation and maintenance tracking and re-certification requirements for the modified Pond 1 will now be tracked under this Permit No. 43046626.000 with the operation and maintenance responsibilities changed to Manatee County as described in the furnished drainage agreement. The plans and calculations reflect the North American Vertical Datum of 1988 (NAVD 88).

A mixing zone is not required.

A variance is not required.

II. 100-Year Floodplain

Encroachment (Acre-Feet of fill)	Compensation (Acre-Feet of excavation)	Compensation Type	Encroachment Result* (feet)
3.21	34.97	Equivalent Excavation	N/A

Floodplain Comments:

Onsite floodplain elevations have been established by the Pearce Drain/Gap Creek Watershed Model. Encroachment into the 100-year floodplain has been demonstrated to have no adverse impacts on offsite locations by the construction of a floodplain compensation area.

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

III. Environmental Considerations

Wetland/Other Surface Water Information

Wetland/Other Surface Water Name	Total Acres	Not Impacted Acres	Permanent Impacts		Temporary Impacts	
			Acres	Functional Loss*	Acres	Functional Loss*
Wetland 1	0.44	0.00	0.44	0.14	0.00	0.00
Wetland 2	0.67	0.00	0.67	0.21	0.00	0.00
Wetland 3	0.45	0.00	0.45	0.26	0.00	0.00
OSW 1	0.09	0.00	0.09	0.00	0.00	0.00
OSW 2	0.03	0.00	0.03	0.00	0.00	0.00
OSW 3	0.18	0.00	0.18	0.00	0.00	0.00
OSW 5	0.08	0.00	0.08	0.00	0.00	0.00
OSW 6	0.02	0.00	0.02	0.00	0.00	0.00
OSW 7	0.25	0.00	0.25	0.00	0.00	0.00
OSW 8	0.11	0.00	0.11	0.00	0.00	0.00
OSW 9	0.06	0.00	0.06	0.00	0.00	0.00
OSW 10	0.25	0.00	0.25	0.00	0.00	0.00
OSW 11	0.03	0.00	0.03	0.00	0.00	0.00
OSW 12	0.04	0.00	0.04	0.00	0.00	0.00
OSW 13	0.01	0.00	0.01	0.00	0.00	0.00
SW 4 (Pearce Canal)	0.02	0.02	0.00	0.00	0.00	0.00
SW 2	0.87	0.00	0.00	0.00	0.87	0.00
Total:	3.60	0.02	2.71	0.61	0.87	0.00

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

Wetland/Other Surface Water Comments:

There are 1.56 acres of wetlands (FLUCCS 617 and 641) located within the project area for this ERP. Permanent dredging and filling impacts to 0.57 acre of wetlands will occur for construction of the project. Permanent dredging and filling impacts to 0.57 acres of qualifying wetlands were evaluated using the Uniform Mitigation Assessment Method (UMAM) as required pursuant to Chapter 62-345, F.A.C. The results of the UMAM analysis indicate a functional loss of 0.57 units due to the permanent impacts proposed. Secondary wetland impacts to 0.58 acre of qualifying wetlands were evaluated using the UMAM as required pursuant to Chapter 62-345, F.A.C. The results of the Secondary UMAM analysis indicate a functional loss of 0.04 units due to the secondary impacts associated with the project. The results of the UMAM analysis identify a total functional loss of 0.61 units due to the project's proposed permanent and secondary wetland impacts.

There are 2.04 acres of surface waters (FLUCCS 510 and 534) located within the project area. Permanent dredging and filling impacts to 1.15 acres of surface waters and temporary impacts to 0.87 acre of surface water will occur for construction of the project.

Mitigation Information

Name	Creation		Enhancement		Preservation		Restoration		Enhancement + Preservation		Other	
	Acres	Functional Gain	Acres	Functional Gain	Acres	Functional Gain	Acres	Functional Gain	Acres	Functional Gain	Acres	Functional Gain
Manatee Mitigation Bank	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.35
Manatee Mitigation Bank	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.26
Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.61

Mitigation Comments:

Wetland mitigation for permanent dredging and filling impacts will be provided by the purchase of 0.35 freshwater forested credits and 0.26 freshwater herbaceous credits from the Manatee Mitigation Bank, ERP No. 43043384.000. The results of the UMAM analysis indicate a relative functional gain of 0.61 units. The UMAM analysis determined that the mitigation provided by the permit adequately offsets the project's proposed impacts to functional wetland habitat.

Wetland mitigation will not be required for permanent dredging and filling impacts to 0.12 acre of hydric-cut ditches pursuant to Subsection 10.2.2 of the ERP Applicant's Handbook Vol. I. Under this Section, wetland mitigation is not required for impacts that have been determined to be de minimis to fish, wildlife and listed species.

Mitigation will not be required for permanent and temporary dredging and filling impacts to 1.90 acres of upland cut ditches and ponds pursuant to Subsection 10.2.2.2 of the ERP Applicant's Handbook Vol. I. Under this Subsection, mitigation is not required for impacts to wholly owned ponds that were constructed in uplands, which are less than one acre in area and do not provide significant habitat for threatened or endangered species or to drainage ditches that were constructed in uplands and do not provide significant habitat for threatened or endangered species and were not constructed to divert natural stream flow.

Specific Conditions

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

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

4. All construction is prohibited within the permitted project area until the Permittee acquires legal ownership or legal control of the project area as delineated in the permitted construction drawings.
5. This Construction Permit No. 43046626.000 amends the previously issued Construction Permit No. 40003390.000 and all conditions shall be replaced by the conditions herein upon transfer of this permit modification to the operation phase.
6. If limestone bedrock is encountered during construction of the stormwater management system, the District must be notified and construction in the affected area shall cease.
7. The Permittee shall notify the District of any sinkhole development in the stormwater management system within 48 hours of discovery and must submit a detailed sinkhole evaluation and repair plan for approval by the District within 30 days of discovery.
8. No construction is authorized by this permit until the Permittee submits to the District a recorded deed documenting the transfer of ownership of the project site to the Permittee.
9. The Permitted Plan Set for this project includes the set received by the District on June 7, 2023.
10. The operation and maintenance entity shall provide for the inspection of the permitted project after conversion of the permit to the operation and maintenance phase. For systems utilizing wet detention, the inspections shall be performed five (5) years after operation is authorized and every five (5) years thereafter.

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

Within 30 days of any failure of a stormwater management system or deviation from the permit, an inspection

report shall be submitted using Form 62-330.311(1), "Operation and Maintenance Inspection Certification" describing the remedial actions taken to resolve the failure or deviation.

11. District staff must be notified in advance of any proposed construction dewatering. If the dewatering activity is likely to result in offsite discharge or sediment transport into wetlands or surface waters, a written dewatering plan must either have been submitted and approved with the permit application or submitted to the District as a permit prior to the dewatering event as a permit modification. A water use permit may be required prior to any use exceeding the thresholds in Chapter 40D-2, F.A.C.
12. Off-site discharges during construction and development shall be made only through the facilities authorized by this permit. Water discharged from the project shall be through structures having a mechanism suitable for regulating upstream stages. Stages may be subject to operating schedules satisfactory to the District.
13. The permittee shall complete construction of all aspects of the stormwater management system, including wetland compensation (grading, mulching, planting), water quality treatment features, and discharge control facilities prior to beneficial occupancy or use of the development being served by this system.
14. The following shall be properly abandoned and/or removed in accordance with the applicable regulations:
 - a. Any existing wells in the path of construction shall be properly plugged and abandoned by a licensed well contractor.
 - b. Any existing septic tanks on site shall be abandoned at the beginning of construction.
 - c. Any existing fuel storage tanks and fuel pumps shall be removed at the beginning of construction.
15. All stormwater management systems shall be operated to conserve water in order to maintain environmental quality and resource protection; to increase the efficiency of transport, application and use; to decrease waste; to minimize unnatural runoff from the property and to minimize dewatering of offsite property.
16. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the occupation of the site or operation of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of that phase or portion of the system to a local government or other responsible entity.
17. This permit is valid only for the specific processes, operations and designs indicated on the approved drawings or exhibits submitted in support of the permit application. Any substantial deviation from the approved drawings, exhibits, specifications or permit conditions, including construction within the total land area but outside the approved project area(s), may constitute grounds for revocation or enforcement action by the District, unless a modification has been applied for and approved. Examples of substantial deviations include excavation of ponds, ditches or sump areas deeper than shown on the approved plans.
18. The Permittee shall not begin construction within the project area until the Manatee Mitigation Bank has received a permit modification authorizing the withdrawal of 0.35 freshwater forested credits and 0.26 freshwater herbaceous credits from mitigation bank permit number 43043384.000, and a copy of this modification is provided to the District, or this permit has been modified to provide an equivalent level of mitigation to be completed by the Permittee. Initiation of construction prior to issuance of the required permit modification shall be a violation of this permit.
19. Issuance of this authorization also constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.
20. This permit does not authorize the Permittee to cause any adverse impact to or "take" of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of "take" and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a "take" permit cannot be issued. Requests for further information or review can be sent to FWCConservationPlanningServices@MyFWC.com.

21. The Permittee shall not begin construction within the project area until a Dewatering Plan is submitted to the District and approved as part of the erosion and sediment control requirements. Initiation of construction prior to submittal and approval of the required Dewatering Plan shall be a violation of this permit. [Section 11.1 A.H.V.I.]
22. The Permittee shall not begin construction within the project area until a fully executed copy of the Cross Drainage Agreement between the Permittee (Manatee County) and the Woodruff industrial subdivision is provided to the District regarding the operation and maintenance of Pond 1 (Lake A previously approved under Permit No. 40003390.000). Initiation of construction prior to submittal of the required drainage agreement shall be a violation of this permit.

GENERAL CONDITIONS

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

David Kramer, P.E.

Authorized Signature

EXHIBIT A

GENERAL CONDITIONS:

- 1 The following general conditions are binding on all individual permits issued under this chapter, except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate, project-specific conditions.
 - a. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C., or the permit may be revoked and the permittee may be subject to enforcement action.
 - b. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
 - c. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007)*, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, which are both incorporated by reference in subparagraph 62-330.050(8)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
 - d. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice,"[effective date], incorporated by reference herein (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>), indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5),F.A.C. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.
 - e. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
 - f. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
 1. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex - "Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
 2. For all other activities - "As-Built Certification and Request for Conversion to Operation Phase" [Form 62-330.310(1)].
 3. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
 - g. If the final operation and maintenance entity is a third party:

1. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as- built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
 2. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity" [Form 62-330.310 (2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
- h. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
- i. This permit does not:
1. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
 2. Convey to the permittee or create in the permittee any interest in real property;
 3. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
 4. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
- j. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
- k. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
- l. The permittee shall notify the Agency in writing:
1. Immediately if any previously submitted information is discovered to be inaccurate; and
 2. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.
- m. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
- n. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving

subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S. (2012).

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

SOUTHWEST FLORIDA
WATER MANAGEMENT DISTRICT

**NOTICE OF
AUTHORIZATION
TO COMMENCE CONSTRUCTION**

63rd Avenue East Roadway Imp. from US 301 to Tuttle Ave, County Project
6107860

PROJECT NAME

Road Projects

PROJECT TYPE

Manatee

COUNTY

S20/T35S/R18E, S17/T35S/R18E, S21/T35S/R18E

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

Manatee County Public Works

PERMITTEE

APPLICATION ID/PERMIT NO: 865268 / 43046626.000

DATE ISSUED: August 10, 2023



David Kramer, P.E.

Issuing Authority

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

Notice of Rights

ADMINISTRATIVE HEARING

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

JUDICIAL REVIEW

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

EXHIBIT 4

July 12, 2023

Patel, Greene, & Associates, LLC
7020 Professional Parkway E. Unit E.
Sarasota, FL 34240

Attn: Mr. Richard Uptegraff, P.E.

**Re: Report of Geotechnical Engineering Services
63rd Ave E from U.S. 301 to Tuttle Avenue
Signalization of 63rd Ave & 33rd St.
Manatee County, Florida
Manatee County Project No.: 6107860
Tierra Project No.: 6511-22-126**

Mr. Uptegraff:

Tierra, Inc. (Tierra) has performed a geotechnical study for the 63rd Avenue Signal Plans submittal for the proposed mast arm signal pole structures to be located at the intersection of 63rd Avenue and 33rd Street East in Manatee County, Florida. This report presents the findings of our field exploration and our geotechnical engineering recommendations for use in the design of the proposed mast arm signal pole foundations.

Review of Topographic Information

Based on a review of the USGS Quadrangle Map titled "Bradenton, Florida" it appears that the project site natural elevations range from approximately +10 feet to +20 feet, National Geodetic Vertical Datum of 1929 (NGVD 29). This is reasonably consistent with elevations obtained by design files for the borings performed.

Review of Potentiometric Information

Based on a review of the "Potentiometric Surface of the Upper Floridan Aquifer, West-Central Florida" map published by the USGS, the potentiometric surface elevation of the Upper Floridan Aquifer at the intersection is approximately +20 to +25 feet, NGVD 29. The natural ground elevation at the project site ranges from approximately +10 to +20 feet, NAVD 88. Artesian flow conditions were not encountered during the field exploration; however the contractor's tools and construction methods should be able to handle artesian head up to +25 feet, at no additional cost to the County.

Subsurface Investigation

To evaluate the subsurface conditions, Tierra performed two (2) Standard Penetration Test (SPT) borings to a depth of 35 feet below existing grades. SPT borings were performed in the intersection quadrants associated with Mast Arm 1 and Mast Arm 3. Due to limited Right-of-Way and utility restraints, an SPT boring was unable to be performed in the quadrant of Mast Arm 2. As a result, Tierra reviewed the 2 SPT borings able to be performed and is recommending that Mast Arm 2 be designed to the strength of the lesser quality boring.

The borings were located in the field by a representative of Tierra using project design information provided by Patel, Greene, & Associates, LLC (PGA) and our hand-held, non-survey grade Global Positioning System (GPS) equipment with a manufacturer's reported accuracy of

**Tierra, Inc.
7351 Temple Terrace Highway · Tampa, Florida 33637
(813) 989-1354**

±10 feet. The boring locations should be considered approximate. If the boring locations become critical to design, Tierra recommends that the boring locations be survey located. The approximate boring locations are provided on the attached **Report of Core Borings** sheet. The SPT borings were performed in general accordance with American Society for Testing and Materials (ASTM) Test Designation D-1586. The initial 6 feet of the borings were advanced manually by hand auger to verify clearance of underground utilities. SPT resistance values were then recorded on intervals of 2 feet to a depth of 10 feet and on intervals of 5 feet thereafter to the boring termination depths.

The SPT borings encountered sandy soils with varying amounts of silt underlain by clayey soils the boring termination depths. Detailed soil information at each boring location is presented on the attached **Report of Core Borings** sheet.

Groundwater Information

The groundwater table was encountered within the borings at depths ranging from 5 to 6 feet below existing grades. Groundwater levels are depicted adjacent to the soil profiles on the attached **Report of Core Borings** sheet. 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. In addition, a seasonal effect can occur in which higher groundwater levels are normally recorded in rainy seasons.

Geotechnical Considerations and Recommendations

Shaft Embedment/Length

It is our understanding that the design of the proposed mast arm signal pole structure foundations will be performed by PGA utilizing the FDOT Mathcad program. The program models the subsurface as a uniform soil type with consistent strength properties; however, the result of the borings indicates different soil types and properties throughout the boring depths. Recommended soil parameters for the proposed mast arm signal pole foundations are provided on the attached **Recommended Soil Parameters for Mast Arm Signal Structure Foundations** table. These parameters include soil type, soil unit weight, and internal angle of friction. We recommend the foundations be designed based on saturated conditions, i.e. the groundwater table at the ground surface.

The torsional resistance calculation for a SAND profile requires an average SPT N-value. Tierra recommends that the mast arm signal pole foundations be designed using the SAND model. Tierra's **Recommended Average N-Values for Mathcad Spreadsheet** are provided in the attachments of this report.

If the proposed structure foundations are to be installed on a berm or on a slope, the foundation designer should include the portion of the shaft with less than 2.5D (D=shaft diameter) horizontal soil cover (face-of-shaft to face-of-slope) in the unsupported length and design the portion of the shaft with more than 2.5D horizontal soil cover as though founded in level ground.

Shaft Installation

The proposed mast arm signal structure foundations should be installed in accordance with the FDOT Specifications. In addition, we recommend that a qualified shaft inspector be present during foundation installation and that the installation procedures comply with FDOT Specifications.

Loose soils were encountered within the borings performed in the vicinity of the proposed mast arm signal foundations. The Contractor should anticipate that concrete volume overruns may occur during the shaft installation process. In addition, temporary casing methods for shaft installation beyond what is required in the FDOT Specifications may be required in order to prevent the collapse of the sandy soils and/or groundwater intrusion during shaft construction.

Report Limitations

Our services have been performed, our findings obtained, and our recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices at the time of this report. Tierra is not responsible for the conclusions, opinions or recommendations made by others based on this data.

The scope of the exploration was intended to evaluate soil conditions within the influence zone of the proposed structure foundations. The analyses and recommendations submitted in this report are based upon the data obtained from the soil borings performed at the locations indicated. If any subsoil variations become evident during the course of this project, a re-evaluation of the recommendations contained in this report will be necessary after we have had an opportunity to observe the characteristics of the condition encountered. The applicability of the report should also be reviewed in the event significant changes occur in the design, nature or location of the proposed structures.

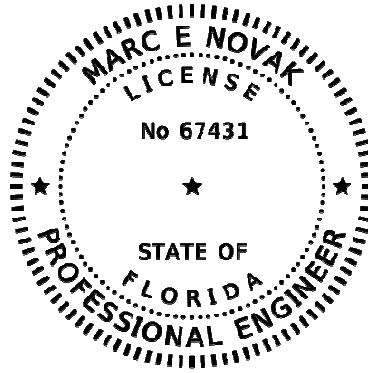
The scope of our services did not include an environmental assessment for determining the presence or absence of wetlands or hazardous or toxic materials in the soil, bedrock, groundwater, or air, on or below or around this site. The scope of our services did not include determination of the potential for sinkhole activity. Any statements in this report or on the boring logs regarding odors, colors, unusual or suspicious items or conditions are strictly for the information of PGA and their consultants for evaluating the design of the project as it relates to the geotechnical aspects discussed herein.

Report of Geotechnical Engineering Services
63rd Ave E from U.S. 301 to Tuttle Avenue
Signalization of 63rd Ave & 33rd St.
Manatee County, Florida
Manatee County Project No.: 6107860
Tierra Project No.: 6511-22-126
Page 4 of 4

Tierra appreciates the opportunity to be of service to PGA on this project. If you have any questions or comments regarding this report, please contact our office at your earliest convenience.

Respectfully Submitted,

TIERRA, INC.



This item has been digitally signed and sealed by Marc E. Novak on the date adjacent to the seal.

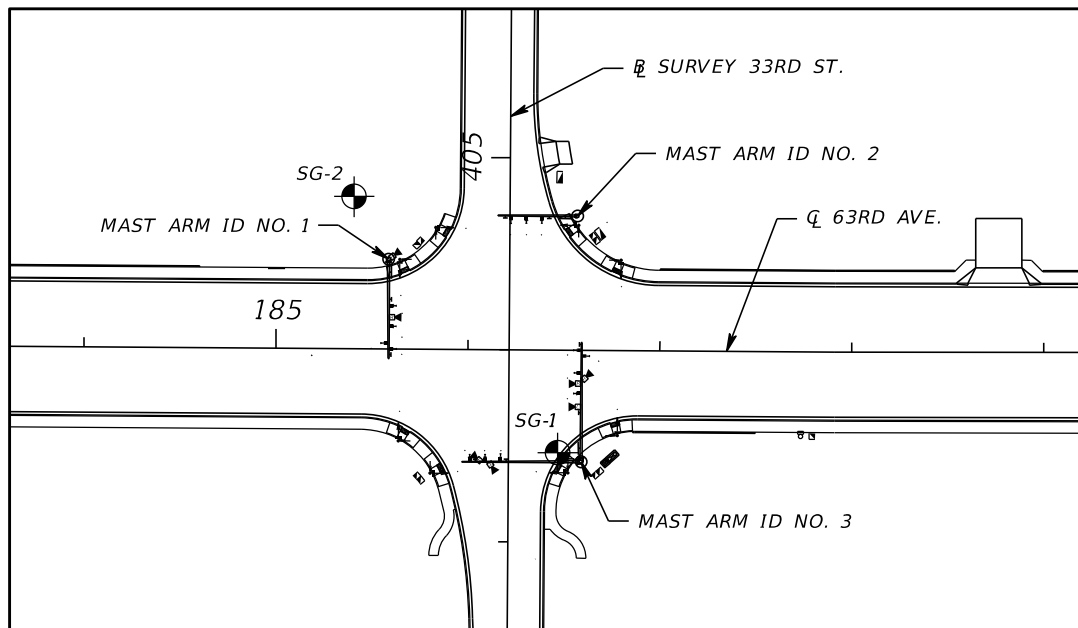
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic documents.

Kevin L. Hill, E.I.
Geotechnical Engineer Intern

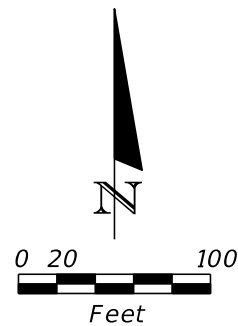
Marc E. Novak, Ph.D., P.E.
Senior Geotechnical Engineer
Florida License No. 67431

Daniel Ruel, P.E.
Geotechnical Engineer
Florida License No. 82404

Attachments: Report of Core Borings
Recommended Soil Parameters for Mast Arm Signal Structure Foundations
Recommended Average N-Values for Mathcad Spreadsheet



BORING LOCATION PLAN



NOTES:

1. THE BORINGS WERE LOCATED IN THE FIELD USING A HAND-HELD GARMIN ETREX NON-SURVEY GRADE GLOBAL POSITIONING SYSTEM GPS DEVICE WITH A REPORTED ACCURACY OF ± 10 FEET AND SHOULD BE CONSIDERED APPROXIMATE.
2. BASED ON THE REVIEW OF THE "UPPER FLORIDAN AQUIFER POTENTIOMETRIC SURFACE" MAPS PUBLISHED BY THE USGS, THE POTENTIOMETRIC SURFACE ELEVATION IN THE PROJECT VICINITY IS REPORTED UP TO APPROXIMATELY +25 FEET, NGVD 29. ARTESIAN FLOW CONDITIONS WERE NOT ENCOUNTERED WITHIN THE BORINGS PERFORMED AT THE TIME OF THE FIELD ACTIVITIES; HOWEVER, THE CONTRACTOR SHOULD BE PREPARED TO ADDRESS ARTESIAN LEVELS UP TO A HEAD OF +25 FEET, NGVD 29, AT NO ADDITIONAL COST TO THE COUNTY.
3. TEMPORARY CASING METHODS BEYOND WHAT IS REQUIRED IN THE PROJECT SPECIFICATIONS FOR THE SHAFT INSTALLATION MAY BE REQUIRED IN ORDER TO PREVENT THE COLLAPSE OF THE SANDY SOILS AND/OR GROUNDWATER INTRUSION DURING THE SHAFT INSTALLATION.

RECOMMENDED ENVIRONMENTAL CLASSIFICATION:

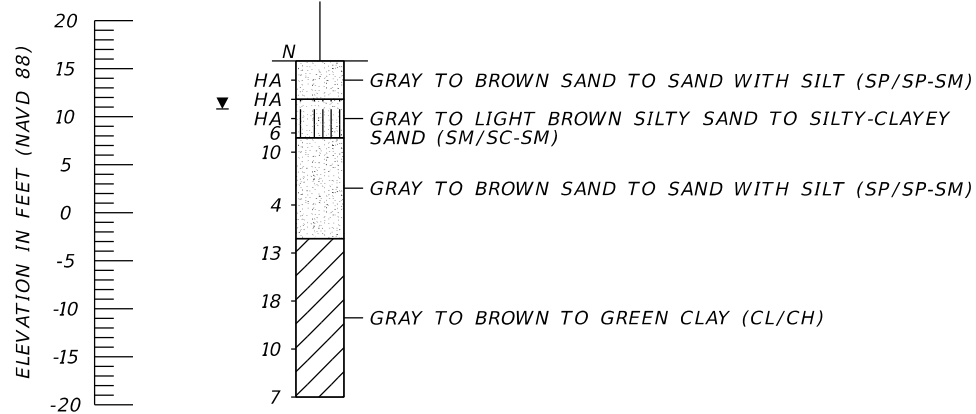
SUBSTRUCTURE CONCRETE: EXTREMELY AGGRESSIVE
 SUBSTRUCTURE STEEL: EXTREMELY AGGRESSIVE
 SUPERSTRUCTURE SLIGHTLY AGGRESSIVE

LEGEND

- GRAY TO BROWN SAND TO SAND WITH SILT (SP/SP-SM)
- GRAY TO LIGHT BROWN SILTY SAND TO SILTY-CLAYEY SAND (SM/SC-SM)
- GRAY TO BROWN CLAYEY SAND (SC)
- GRAY TO BROWN TO GREEN CLAY (CL/CH)
- SP UNIFIED SOIL CLASSIFICATION SYSTEM (ASTM D 2487) GROUP SYMBOL AS DETERMINED BY VISUAL REVIEW AND LABORATORY TESTING ON SELECTED SAMPLES FOR CONFIRMATION OF VISUAL REVIEW.
- N NUMBERS TO THE LEFT OF BORINGS INDICATE SPT VALUE FOR 12 INCHES OF PENETRATION (UNLESS OTHERWISE NOTED).
- HA HAND AUGERED TO VERIFY UTILITY CLEARANCE
- 200 PERCENT PASSING #200 SIEVE
- NMC NATURAL MOISTURE CONTENT (%)
- LL LIQUID LIMIT (%)
- PI PLASTICITY INDEX (%)
- NP NON-PLASTIC
- NAVD 88 NORTH AMERICAN VERTICAL DATUM OF 1988
- APPROXIMATE SPT BORING LOCATION
- GROUNDWATER LEVEL ENCOUNTERED DURING FIELD EXPLORATIONS

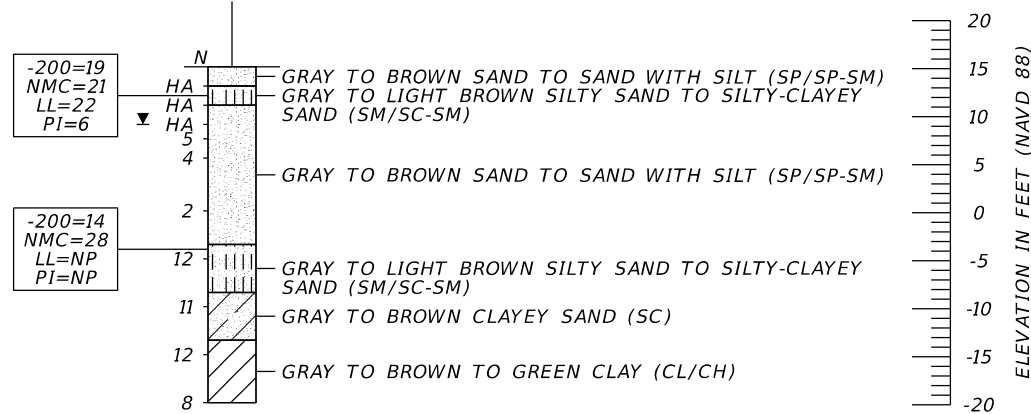
BOR # SG-2
 STA. 185+40
 REF. Q 63RD AVE.
 OFF. 79' LT.
 ELEV. 15.8
 DATE 5/1/2023
 DRILLER C. VIRGEN
 HAMMER AUTOMATIC
 RIG D-25

BOR # SG-1
 STA. 186+47
 REF. Q 63RD AVE.
 OFF. 53' RT.
 ELEV. 15.2
 DATE 2/9/2023
 DRILLER J. SHAW
 HAMMER AUTOMATIC
 RIG D-25



BORING TERMINATED AT ELEVATION -19.2 FT (NAVD 88)

LATITUDE: N 27.42924
 LONGITUDE: W 82.52213



BORING TERMINATED AT ELEVATION -19.8 FT (NAVD 88)

LATITUDE: N 27.42888
 LONGITUDE: W 82.52180

	SAFETY HAMMER	AUTOMATIC HAMMER
GRANULAR MATERIALS-RELATIVE DENSITY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY LOOSE	LESS THAN 4	LESS THAN 3
LOOSE	4 to 10	3 to 8
MEDIUM DENSE	10 to 30	8 to 24
DENSE	30 to 50	24 to 40
VERY DENSE	GREATER THAN 50	GREATER THAN 40
SILTS AND CLAYS CONSISTENCY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY SOFT	LESS THAN 2	LESS THAN 1
SOFT	2 to 4	1 to 3
FIRM	4 to 8	3 to 6
STIFF	8 to 15	6 to 12
VERY STIFF	15 to 30	12 to 24
HARD	GREATER THAN 30	GREATER THAN 24

NUMBER	DESCRIPTION	DATE	SCALE	AS NOTED	DATE
			DESIGNED BY	BMG	05/2023
			DRAWN BY	BMG	PROJECT NO.
			CHECKED BY	MEN	6107860

MARC E. NOVAK, Ph.D., P.E.
 P.E. LICENSE NUMBER 67431
 TIERRA, INC.
 7351 TEMPLE TERRACE HIGHWAY
 TAMPA, FLORIDA 33637

PUBLIC WORKS DEPARTMENT
 ENGINEERING SERVICES
 1022 26th Avenue East
 Bradenton, FL 34208

REPORT OF CORE BORINGS

SHEET NO.
 T-27

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

Recommended Soil Parameters for Mast Arm Signal Structure Foundations 63rd Ave E from U.S. 301 to Tuttle Avenue Manatee County, Florida Manatee County Project No.: 6107860 Tierra Project No.: 6511-22-126						
Structure No.	Reference Boring	Soil Type	Total Saturated Unit Weight (γ, lb/ft³)⁽¹⁾	Effective Unit Weight (γ, lb/ft³)⁽²⁾	Friction Angle (ϕ, °)	Recommended N-Value
2 & 3	SG-1	SAND	105	43	29	Refer to N-Average Table
1	SG-2	SAND	105	43	29	Refer to N-Average Table
Notes: ⁽¹⁾ Recommend analysis be based on saturated conditions, i.e. analyze with the groundwater at the surface. ⁽²⁾ Effective unit weight based on submerged conditions.						

**Recommended Average N Value for MathCAD Spreadsheet
63rd Ave E from U.S. 301 to Tuttle Avenue - Mast Arm Signal Structure
Manatee County, Florida
Manatee County Project No.: 6107860
Tierra Project No.: 6511-22-126**

Approximate Boring Elevation (feet, NAVD 88):		15.2	Reference Boring: Approximate Boring Station & Offset	SG-1 186+47 53' RT.
Approximate Structure Ground Elevation (feet, NAVD 88):		17.0	Structure Identification	2 & 3
Approximate Shaft Depth (feet)	Elevation (feet, NAVD 88)	Automatic Hammer SPT N Value	Corrected Safety Hammer N Value ⁽¹⁾	Average Weighted N Value for use in MATHCAD Torsional Calculation
1	16.0	FILL ⁽²⁾	4.0	4
2	15.0	FILL ⁽²⁾	4.0	4
3	14.0	HA ⁽²⁾	4.0	4
4	13.0	HA ⁽²⁾	4.0	4
5	12.0	HA ⁽²⁾	4.0	4
6	11.0	HA ⁽²⁾	4.0	4
7	10.0	HA ⁽²⁾	4.0	4
8	9.0	HA ⁽²⁾	4.0	4
9	8.0	5	6.2	4
10	7.0	5	6.2	4
11	6.0	4	5.0	4
12	5.0	4	5.0	4
13	4.0	4	5.0	4
14	3.0	4	5.0	4
15	2.0	4	5.0	4
16	1.0	2	2.5	4
17	0.0	2	2.5	4
18	-1.0	2	2.5	4
19	-2.0	2	2.5	3
20	-3.0	2	2.5	3
21	-4.0	12	14.9	4
22	-5.0	12	14.9	5
23	-6.0	12	14.9	6
24	-7.0	12	14.9	7
25	-8.0	12	14.9	7
26	-9.0	11	13.6	7
27	-10.0	11	13.6	7
28	-11.0	11	13.6	7
29	-12.0	11	13.6	7
30	-13.0	11	13.6	7
31	-14.0	12	14.9	6
32	-15.0	12	14.9	6
33	-16.0	12	14.9	6
34	-17.0	12	14.9	6
35	-18.0	12	14.9	6
36	-19.0	8	9.9	6
37	-20.0	8	9.9	6

⁽¹⁾ Automatic Hammer SPT N Value is corrected by a factor of 1.24 to equivalent Safety Hammer N Value in accordance with FDOT Specifications.

⁽²⁾ HA: Hand augered. Corrected Safety Hammer N Value treated as 4 for HA and Fill.

**Recommended Average N Value for MathCAD Spreadsheet
63rd Ave E from U.S. 301 to Tuttle Avenue - Mast Arm Signal Structure
Manatee County, Florida
Manatee County Project No.: 6107860
Tierra Project No.: 6511-22-126**

Approximate Boring Elevation (feet, NAVD 88):		15.8	Reference Boring: Approximate Boring Station & Offset	SG-2 185+40 79' LT.
Approximate Ground Structure Elevation (feet, NAVD 88):		17.0	Structure Identification	1
Approximate Shaft Depth (feet)	Elevation (feet, NAVD 88)	Automatic Hammer SPT N Value	Corrected Safety Hammer N Value ⁽¹⁾	Average Weighted N Value for use in MATHCAD Torsional Calculation
1	16.0	FILL ⁽²⁾	4.0	4
2	15.0	HA ⁽²⁾	4.0	4
3	14.0	HA ⁽²⁾	4.0	4
4	13.0	HA ⁽²⁾	4.0	4
5	12.0	HA ⁽²⁾	4.0	4
6	11.0	HA ⁽²⁾	4.0	4
7	10.0	HA ⁽²⁾	4.0	4
8	9.0	6	7.4	4
9	8.0	6	7.4	5
10	7.0	10	12.4	6
11	6.0	10	12.4	7
12	5.0	10	12.4	8
13	4.0	10	12.4	9
14	3.0	10	12.4	9
15	2.0	4	5.0	8
16	1.0	4	5.0	8
17	0.0	4	5.0	8
18	-1.0	4	5.0	7
19	-2.0	4	5.0	7
20	-3.0	13	16.1	7
21	-4.0	13	16.1	8
22	-5.0	13	16.1	8
23	-6.0	13	16.1	8
24	-7.0	13	16.1	8
25	-8.0	18	22.3	8
26	-9.0	18	22.3	9
27	-10.0	18	22.3	9
28	-11.0	18	22.3	9
29	-12.0	18	22.3	9
30	-13.0	10	12.4	9
31	-14.0	10	12.4	8
32	-15.0	10	12.4	8
33	-16.0	10	12.4	8
34	-17.0	10	12.4	8
35	-18.0	7	8.7	8
36	-19.0	7	8.7	7

⁽¹⁾ Automatic Hammer SPT N Value is corrected by a factor of 1.24 to equivalent Safety Hammer N Value in accordance with FDOT Specifications.

⁽²⁾ HA: Hand augered. Corrected Safety Hammer N Value treated as 4 for HA and Fill.

December 13, 2023

Patel, Greene, & Associates, LLC
7020 Professional Parkway E. Unit E.
Sarasota, FL 34240

Attn: Mr. Richard Uptegraff, P.E.

**RE: Roadway Soil Survey Report
63rd Ave E from U.S. 301 to Tuttle Avenue
Manatee County, Florida
Manatee County Project No.: 6107860
Tierra Project No.: 6511-22-126**

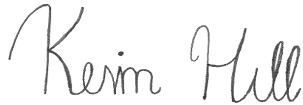
Mr. Uptegraff:

Tierra, Inc. (Tierra) has completed a Roadway Soil Survey Report for the above referenced project. This report is being provided to assist in preparation of the Roadway Plans for the 63rd Avenue Roadway Plans submittal. The results of our field exploration program and laboratory testing performed to date and subsequent geotechnical recommendations are presented herein.


Tierra, Inc. appreciates the opportunity to be of service to Patel, Greene, & Associates, LLC (PGA) on this project. If you have any questions or comments regarding this report, please contact our office at your earliest convenience.

Sincerely,

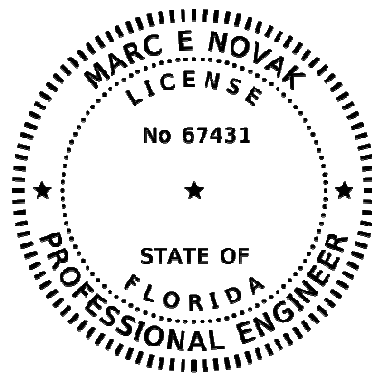
TIERRA, INC.



Kevin L. Hill, E.I.
Engineering Intern



Daniel Ruel, P.E.
Geotechnical Engineer
Florida License No. 82404



This item has been digitally signed and sealed by Marc E. Novak on the date adjacent to the seal.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic documents.

Marc E. Novak, Ph.D., P.E.
Senior Geotechnical Engineer
Florida License No. 67431

Tierra, Inc.
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(813) 989-1354

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USDA Soil Survey & USGS Quadrangle Maps
Summary of USDA Soil Survey - Manatee County, Florida

APPENDIX B

Roadway Soil Survey
Roadway Boring Location Plan
Roadway Soil Profiles
Pond Soil Survey
Muck Delineation

APPENDIX C

Summary of Roadway Seasonal High Groundwater Table Estimates
Summary of Pond Seasonal High Groundwater Table Estimates
Summary of Permeability Test Results in Pond 2B
Design LBR Calculations
Results of Limerock Bearing Ratio Test within Ponds
Pavement Data Table
Photographs of Test Pits

APPENDIX D

Summary of Laboratory Test Results for soil classification
Summary of Corrosion Test Results for Environmental Classification

1.0 PROJECT INFORMATION

1.1 Project Authorization

Authorization to proceed with this project was issued by PGA in accordance with the Subconsultant Agreement for the referenced project.

1.2 Project Description

The project consists of preparing construction plans for the widening and improvements along the existing 63rd Avenue East from US 301 to Tuttle Avenue.

The purpose of this report is to provide geotechnical (i.e. soils and groundwater) input to the design team to assist in design of the proposed improvements. This report was generated to support the Roadway Plans submittal.

1.3 General Site Conditions

The existing roadway is generally a two-lane undivided roadway with side ditches/swales on either side. Land use adjacent to the roadway in the project area generally consists of residential, commercial developments and undeveloped land.

2.0 PURPOSE AND SCOPE OF SERVICES

This geotechnical study was performed to obtain information on the existing subsurface conditions along the limits of the proposed roadway and drainage improvements along the alignment to assist in design of the construction plans for the project. The following services were provided:

1. Reviewed published soil information obtained from the "Soil Survey of Manatee County, Florida" published by the United States Department of Agriculture (USDA) Natural Resources Conservation Services (NRCS). Reviewed topographic data obtained from the "Bradenton, Florida" Quadrangle Map and potentiometric information from the "Potentiometric Surface of the Upper Floridan Aquifer, West-Central Florida" Maps published by the United States Geological Survey (USGS).
2. Conducted a visual reconnaissance of the project site and coordinated utility clearances via Sunshine State One Call.
3. Performed a geotechnical field study to evaluate the existing subsurface conditions along the project alignment and stormwater areas consisting of borings, pavement cores, subsurface sampling and field-testing.
4. Collected bulk soil samples for Limerock Bearing Ratio (LBR) testing.
5. Obtained the necessary Manatee County permits and coordinate with maintenance of traffic support to obtain asphalt pavement cores within travel lanes.

6. Coordinated with the project surveyor to provide survey data (location and elevation) for the borings performed along the project alignment where the Seasonal High Groundwater Table (SHGWT) was estimated.
7. Visually classified and stratified recovered soil samples in the laboratory. Performed laboratory tests on selected representative samples to develop the soil legend for the project in accordance with the (AASHTO) soil classification system.
8. Prepared this Roadway Soil Survey Report for the project.

3.0 REVIEW OF PUBLISHED DATA

3.1 Regional Geology

The following paragraphs have been paraphrased from the Florida Geological Survey, Open-File Report 80, 2001 and other geologic references.

The near surface geologic deposits and formations from youngest to oldest in Manatee County include: Undifferentiated sediments (Qu, TQu), Shelly sediments (TQsu), the Hawthorn Group Peace River Formation (Thp), the Hawthorn Group Peace River Formation Bone Valley Member (Thpb), the Hawthorn Group Arcadia Formation (Tha), and the Hawthorn Group Arcadia Formation Tampa Member (That).

The Undifferentiated sediments and Beach and Ridge dunes are siliciclastics that are light gray, tan, brown to black, unconsolidated to poorly consolidated, clean to clayey silty, unfossiliferous, variably organic-bearing sands to blue green to olive green, poorly to moderately consolidated, sandy, silty clays. The Shelly sediments are variably calcareous and fossiliferous quartz sands to well indurated, sandy, fossiliferous limestones with clayey sands and sandy clays present.

The Peace River Formation is primarily found near the surface in northwestern Manatee County and is composed of interbedded sands, clays and carbonates. The sands are generally light gray to olive gray, poorly consolidated, clayey, variably dolomitic, very fine to medium grained and phosphatic. The clays are yellowish gray to olive gray, poorly to moderately consolidated sandy, silty, phosphatic and dolomitic. The carbonates are light gray to yellowish gray, poorly to well indurated, variably sandy and clayey, and phosphatic. The carbonates often include opaline chert. The Bone Valley Member is a clastic unit consisting of sand-sized and larger phosphate grains in a matrix of quartz sand, silt and clay. The lithology is highly variable ranging from sandy, silty, phosphatic clays and relatively pure clays to clayey, phosphatic sand to sandy, clayey phosphorites and is found within 50 feet of the surface in eastern Manatee County. The Peace River Formation is a semi-confining unit and forms an intermediate aquifer system in eastern Manatee County.

The Arcadia Formation is predominantly a carbonate unit with variable siliciclastic component. Arcadia Formation is composed of yellowish gray to light olive gray to light brown, micro to finely crystalline, variably sandy, clayey and phosphatic, fossiliferous limestones and dolostones. Thin beds of sand and clay are common. The sands are yellowish gray, very fine to medium grained, poorly to moderately indurated, clayey, dolomitic and phosphatic. The clays are

yellowish gray to light olive gray, poorly to moderately indurated, sandy, silty, phosphatic and dolomitic.

The Tampa member of the Arcadia Formation is white to yellowish gray, fossiliferous and variably sandy and clayey mudstones, wackestone and packstone with minor to no phosphate grains. In Manatee County the Tampa member is found about 300 feet bls and is approximately 100 to 150 feet thick and is part of the Floridan Aquifer System.

3.2 USDA Soil Survey

Based on a review of the Manatee County Soil Survey published by the USDA, it appears that there are nine (9) primary soil-mapping units noted along the project alignment. An illustration of the **USDA Soil Survey Map** and a summary of each soil unit is provided in **Appendix A**.

It should be noted that information contained in the USDA Soil Survey may not be reflective of actual soil and groundwater conditions, particularly if recent development in the project vicinity has modified soil conditions or surface/subsurface drainage.

3.3 USGS Quadrangle Maps

Based on a review of the USGS Quadrangle Map titled "Bradenton, Florida" it appears that the project site natural elevations range from approximately +10 feet to +20 feet, National Geodetic Vertical Datum of 1929 (NGVD 29) as illustrated on the **USGS Quadrangle Map** provided in **Appendix A**. This is reasonably consistent with survey elevations provided by the project surveyor for the borings performed.

3.4 Potentiometric Surface Elevation

Based on a review of the "Potentiometric Surface of the Upper Floridan Aquifer, West-Central Florida" map published by the USGS, the potentiometric surface elevation of the Upper Floridan Aquifer across the site is approximately +20 to +25 feet, NGVD 29. The natural ground elevation at the project site ranges from approximately +10 to +20 feet, NGVD 29. Artesian flow conditions were not encountered during the field exploration, however the contractor's tools and construction methods should be able to handle artesian head up to +25 feet, at no additional cost to the owner.

4.0 SUBSURFACE EXPLORATION

Prior to commencing our subsurface explorations, a boring location plan for the proposed roadway alignment and pond locations was produced. The boring location plan was generated based on a review of the project design files provided by PGA, general guidance provided in the FDOT "Soils and Foundations Handbook" and our engineering judgment.

To evaluate the subsurface conditions and groundwater table levels along the project corridor and within off-site ponds, Tierra performed auger borings, SPT borings, mechanical test pits, and pavement cores. The results of the explorations are provided in **Appendix B**.

The hand auger borings were performed by manually twisting and advancing a bucket auger into the ground, typically in 6-inch increments. As each soil type was revealed, representative samples were collected and returned to our office for confirmation of the field classification by a geotechnical engineer. The hand auger borings advanced to depths of less than 5 feet were terminated due to either shallow groundwater levels resulting in cave-in of the borehole or hand auger refusal on hard materials.

The pavement cores were performed with the use of a 4-inch outside diameter core bit. The asphalt pavement was visually classified using standard FDOT nomenclature. Beneath the pavement and base layer, a hand auger was performed to evaluate the subgrade soil conditions.

The SPT borings were performed with the use of a drill rig using Bentonite Mud drilling procedures. The SPT borings were performed in general accordance with American Society for Testing and Materials (ASTM) Test Designation D-1586. For most of the SPT borings, the initial 4 to 6 feet of the borings were performed by manual hand auger methods to verify utility clearances. SPT resistance N-values were then taken continuously to a depth of 10 feet and at intervals of 5 feet thereafter. The soil samples were sealed in glass jars, labeled and transported to our laboratory for classification by a geotechnical engineer.

Test pits were performed within the FPC site. The test pits were performed through the use of a mechanical back-hoe and explored the subsurface conditions to depths of 8 to 10 feet below grade.

Feld permeability testing was also performed within Pond 2B. This information was utilized by the drainage designer to evaluate Pond 2B groundwater modeling. The results of the field permeability testing are Shown in the **Appendix C**.

In addition, to evaluate the subsurface conditions within the bottom of existing Pond 1 which will be improved, hand probes were performed to depths ranging from 0.5 to 2 feet below existing grade/mudline. Probing was performed by pushing a probe rod into the ground until a firm layer was encountered. Samples were retrieved through the use of a hand auger. The results of the probing are shown on the **Pond Soil Survey Sheet** in **Appendix B**.

Bulk soil samples were retrieved for LBR testing at four (4) locations along the roadway alignment. In addition, two (2) bulk samples were collected from each Pond site for LBR testing for an additional four (4) tests. In general, these samples were collected from depths of 1 to 2 feet below the existing ground surface. These samples were delivered to our Tampa laboratory for LBR testing. The results of these tests are provided in **Appendix C** of this report.

The locations and ground surface elevations of the auger borings where SHGWT estimates were made were determined by the project surveyor. The locations of the cores and remaining borings were estimated using the GPS coordinates obtained in the field by representatives of Tierra using hand-held, non-survey grade Garmin eTrex® Global Positioning System (GPS) devices with a manufacturer's reported accuracy of ±10 feet in conjunction with project design files and therefore should be considered approximate.

The locations of the borings/pavement cores performed for this study are shown on the **Boring Location Plan** sheets and **Pond Soil Survey** sheets in **Appendix B**. The station and offset of each boring/ pavement core are labeled on the **Roadway Soil Profiles** sheets and **Pond Soil Survey** sheets in **Appendix B**.

5.0 LABORATORY TESTING

5.1 General

Representative soil samples collected from the borings performed along the project alignment was classified and stratified in general accordance with the AASHTO soil classification system. Our classification was based on visual observations, using the results from the laboratory testing as confirmation. These tests included grain-size analyses, fines content, organic content, Atterberg limits and natural moisture content determination. In addition, environmental corrosion tests were performed on selected soil samples to evaluate the corrosive nature of the subsurface soils encountered.

5.2 Test Designation

The following list summarizes the laboratory tests performed by Tierra and the respective test methods utilized.

- Grain-Size Analyses/Fines Content - The grain-size analyses and fines content tests were conducted in general accordance with the AASHTO test designation T-088 (ASTM test designations D-6913 and D-1140).
- Atterberg Limits - The liquid limit and the plastic limit tests ("Atterberg Limits") were conducted in general accordance with the AASHTO test designations T-089 and T-090, respectively (ASTM test designation D-4318).
- Organic Content - The organic content tests were conducted in general accordance with the AASHTO test designation T-267.
- Natural Moisture Content - The moisture content tests were conducted in general accordance with the AASHTO test designation T-265 (ASTM test designation D-2216).
- Environmental Corrosion - The environmental corrosion tests were conducted in general accordance with the FDOT test designations FM 5-550, FM 5-551, FM 5-552 and FM 5-553.
- Limerock Bearing Ratio - The Limerock Bearing Ratio tests were conducted in accordance with the Florida State Test Method designation FM 5-515.

A summary of the laboratory test results for each soil stratum encountered along the project alignment is presented on the **Roadway Soil Survey** sheet in **Appendix B**. These sheets include ranges of laboratory test results for different stratum soil samples collected from borings performed along the project alignment. A detailed summary of the laboratory test results performed for this report is presented in **Appendix D**.

6.0 RESULTS OF SUBSURFACE EXPLORATION

6.1 General Soil Conditions

The soil types encountered during this exploration have been assigned a stratum number. The stratum number and soil types associated with the roadway and pond portion of this project are provided below:

Stratum Number	Typical Soil Description	AASHTO Classification
1	Gray To Brown Sand to Sand with Silt	A-3
2	Gray to Light Brown Silty Sand	A-2-4
3	Dark Gray to Dark Brown Sand to Sand with Silt to Silty Sand with Trace Organics	A-3/A-2-4
4	Dark Gray to Dark Brown Organic Sand to Sand with Silt to Silty Sand	A-8
5	Gray to Brown Clayey Sand	A-2-6
6	Gray to Brown to Green Clayey Sand	A-4/A-6/A-7-5
7	Debris: Soil Mixed with Variable Amounts of Concrete, Brick, Metal, Plastic, Asphalt, and/or wood	---
8	Gray to Brown Sand to Sand with Silt (Disturbed)	A-3
9	Gray to Light Brown Silty Sand (Disturbed)	A-2-4
10	Dark Gray to Dark Brown Organic Silty Sand (Disturbed)	A-8
11	Gray to Brown Clayey Sand (Disturbed)	A-2-6
12	Gray to Brown to Green Clay (Disturbed)	A-7-5/A-7-6
13	Gray to Brown to Green Clay	A-7-6
14	Weathered Limestone to Calcareous Clay	---

A geotechnical engineer bases soil stratification on a visual review of the recovered samples, laboratory testing and interpretation of the field boring logs. The boring stratification lines represent the approximate boundaries between soil types of significantly different engineering properties; however, the actual transition may be gradual. In some cases, small variations in properties within the same boring not considered pertinent to our engineering evaluation may have been abbreviated or omitted for clarity. The boring profiles represent the conditions at the particular boring location and variations do occur among the borings.

The results of the borings performed for this project are presented on the **Roadway Soil Profiles** sheets and **Pond Soil Survey** sheets in **Appendix B** of this report.

6.2 Groundwater

The groundwater table, when encountered, was recorded at each of the boring locations during our field exploration. The depths to the groundwater table along the project alignment ranged from above existing grade to a depth of 8 feet below the existing ground surface at the locations of the borings performed. The groundwater table measured at each of the boring locations is presented on the **Roadway Soil Profiles** sheets in **Appendix B** and **Summary of Roadway Seasonal High Groundwater Table Estimates** in **Appendix C**. The groundwater table measured at each of the boring locations in the pond is presented on the **Pond Soil Survey** sheet in **Appendix B** and **Summary of Pond Seasonal High Groundwater Table Estimates** in **Appendix C**.

Where borings did not encounter the groundwater table within the boring depth, GNE (Groundwater Not Encountered) is indicated adjacent to the soil profiles. In addition, the groundwater table was not apparent prior to the introduction of drilling fluids (at a depth of 10 feet) within the SPT borings; therefore, GNA (Groundwater Not Apparent) is indicated on the soil profiles of these borings. Groundwater conditions will vary with environmental variations and seasonal conditions, such as the frequency and magnitude of rainfall patterns, as well as man-made influences (i.e., existing water management canals, swales, drainage ponds, underdrains, and areas of covered soils, such as paved parking lots and sidewalks).

6.3 Seasonal High Groundwater Estimates

Tierra performed hand auger borings at selected locations along the project alignment and within Pond locations to estimate the SHGWT. The SHGWT levels at these boring locations were estimated based on a review of the soil samples, natural indicators within the soils such as spodic horizons, stain lines/mottles, measured groundwater levels in the borings, and the USDA Manatee County Soil Survey information. A summary of the SHGWT estimates is presented in **Appendix C**.

6.4 Pavement Cores

Tierra performed seven (7) pavement cores along the existing 63rd Ave East and 33rd Street roadways. The locations of the pavement cores are presented on the **Boring Location Plan** in **Appendix B** and the results of the pavement coring operation are included on the **Pavement Data Table** in **Appendix C**.

7.0 ENGINEERING EVALUATIONS AND RECOMMENDATIONS

7.1 General

In general, the existing subsurface soils encountered in the borings performed along the project alignment are suitable for supporting the proposed improvements after proper subgrade preparation.

The removal and utilization of plastic soils, organic soils, top-soils and other surficial organic soils should be accomplished in accordance with the current FDOT Standard Plans Indices 120-001 and 120-002 and FDOT Specifications. Site preparation should consist of normal clearing

and grubbing followed by compaction of subgrade soils. Clearing and grubbing and compaction should be accomplished in accordance with FDOT Specifications.

All earthwork activities including the site preparation, clearing and grubbing, removal and utilization/placement of soils, compaction of subgrade soils and selection of backfill materials should be accomplished in accordance with the current FDOT Standards and Specifications.

7.2 Debris Materials Within FPC Site

Debris materials and disturbed soils (not in their *insitu* state) were encountered within the FPC Site.

The material from Stratum 7 is construction debris including sand to silty sand mixed with asphalt, concrete, brick, plastic and/or wood. The debris materials varied in depths and amounts. For instance, concrete pieces to entire concrete slabs were encountered. This material is deleterious and is not considered acceptable as roadway embankment fill nor general fill. Stratum 7 was encountered in a majority of the borings and test pits performed from depths ranging from 2 feet up to 15 feet. From an engineering perspective, Stratum 7 may remain in place within the FPC site if outside of the control line of any roadway embankment. If within the roadway embankment control line, Stratum 7 shall be treated as “muck” and removed per Index 120-002.

If excavated during FPC construction, Stratum 7 shall be removed and not used within the project limits and shall be disposed of offsite, in accordance with environmental guidelines.

The materials from Strata 8 through 12 consist of soils encountered in the disturbed FPC area that had been backfilled with debris and are not in their natural state. These materials are disturbed and are highly variable and may contain debris. Their ability for utilization as embankment fill shall be verified during construction. The utilization of these soils must be verified during construction for should be accomplished in accordance with the current FDOT Standard Plans Indices 120-001 and 120-002 and FDOT Specifications.

If the contractor can successfully sift or screen out the debris materials from the soil, the remaining soil may be used within the project provided it meets Project Engineering Specifications and is acceptable from a contamination/environmental perspective and approved by Manatee County.

The photographs of the encountered debris material are included on the **Photographs of Test Pits** in **Appendix C**

7.3 Organic Soils

Organic soils were encountered within two (2) general areas along the project alignment requirements removal per FDOT Index 120-002. Auger borings were performed to delineate the approximate horizontal and vertical limits of the organic soils. Recommended removal limits are presented on the roadway cross-sections and on the **Muck Delineation** sheet in **Appendix B**.

7.4 Embankment Settlement

Based on a review of the cross-sections, maximum proposed embankment heights are on the order of 6 feet. In general, most embankment heights are less than 4 feet.

Based on the current cross sections, soil encountered to date, assuming proper subgrade preparation, and adequate fill materials are utilized, it is anticipated that total settlements will be less than one (1) inch. These settlements are expected to occur predominately during construction.

7.5 Slope Stability

The cross sections in the project plans indicate the proposed embankment fill slopes are generally on the order of 3 Horizontal to 1 Vertical (3H:1V) to 4H:1V. Based on the soil conditions and if embankments are constructed in accordance with specifications, we do not anticipate conditions that would pose limitations to the construction of the proposed embankments. Based on soil conditions encountered throughout the site and based on our engineering judgement, slopes of 3H:1V or flatter will achieve factors of safety exceeding the minimum required safety factor of 1.3. As a result, Tierra does not anticipate limitations to the proposed roadway performance with embankments sloped at as currently shown provided that the embankments are constructed in accordance with FDOT and/or Manatee County Specifications.

7.6 Temporary Slopes and Trenches

Temporary side slopes and excavations should comply with the Occupational Safety and Health Administration's (OSHA) trench safety standards, 29 C.F.R., s. 1926.650, Subpart P, all subsequent revisions or updates of OSHA's referenced standard adopted by the Department of Labor and Employment Security and Florida's Trench Safety Act, Section 553.62, Florida Statutes. Excavated materials should not be stockpiled at the top of the slope within a horizontal distance equal to the excavation depth.

7.7 Groundwater Control

The groundwater levels presented in this report are the levels that were measured at the time of our field activities. Fluctuation should be anticipated. Tierra recommends that the Contractor determine the actual groundwater levels at the time of the construction to determine groundwater impacts on the planned construction procedure.

7.8 On-Site Soil Suitability

The general suitability and evaluations of the soils encountered during our geotechnical exploration is presented on the **Roadway Soil Survey** sheet in **Appendix B**. FDOT Standard Plans, Indices 120-001 and 120-002 of the FDOT Design Standards should be consulted to determine the specific use/suitability of the soil types present within the project limits.

7.9 General Roadway Construction

The overall site preparation and mechanical densification work for the construction of the proposed roadway should be in accordance with the Manatee County guidelines and FDOT Specifications.

7.10 Pavement Design Considerations

The design of the pavement section should be in accordance with Manatee County guidelines and FDOT Specifications.

As previously mentioned, bulk samples were collected and LBR tests were performed by Tierra on the soil samples obtained along the project alignment. The Design LBR value was obtained by applying the $\pm 2\%$ of Optimum Method and 90% Methods in accordance with the FDOT Soils and Foundations Handbook.

The design LBR value based on these methods for use in pavement design is 33 and is shown in **Appendix C**. Based on information provided in the FDOT Flexible Pavement Design Manual, Tierra converted the design LBR value to a design M_R value for the project. A design M_R value of 10,750 psi is converted for use per the flexible pavement design. A Summary Table of Design LBR is presented in **Appendix C**.

It should be noted that the design MR value is based on samples obtained of the in-situ soils at depths within 1 to 2 feet of the existing ground surface and may not be representative of borrow/import material which may support some of the proposed roadway.

Additionally, as requested, Tierra collected 4 bulk LBR Samples in the proposed ponds. The results of the LBR tests are included within **Appendix C**.

Grades for the roadway should be set to provide a minimum separation between the bottom of the base and the estimated seasonal high groundwater levels. Correspondingly, the base should remain equally above sustained water treatment levels in roadside ditches, making positive drainage of the ditches important. The choice of base material would depend upon the relationship of final roadway grades and the bottom of the base to the estimated seasonal high groundwater table levels. Depending on SHGWT to base separation, a reduction in MR Value may be warranted.

8.0 REPORT LIMITATIONS

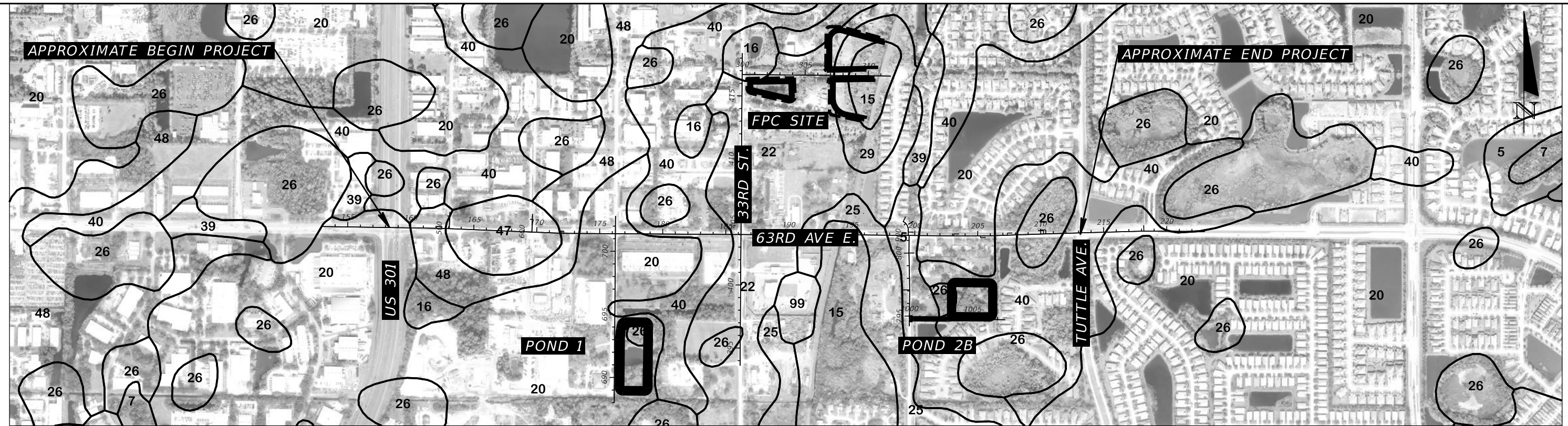
Our services have been performed, our findings obtained, and our recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices at the time of this report. Our geotechnical engineering evaluation of the site and subsurface conditions with respect to the planned roadway construction, and our recommendations are based upon the following: (1) site observations, (2) the field exploratory test data obtained during the geotechnical study, and (3) our understanding of the project information and anticipated grades as presented in this report. This company is not responsible for the conclusions, opinions or recommendations made by others based on these data.

The scope of the exploration was intended to evaluate soil conditions within the influence of the proposed Roadway Plan Set. The analyses and recommendations submitted in this report are based upon the anticipated location and type of construction and data obtained from the soil borings performed at the locations indicated and does not reflect any variations which did occur among these borings. If any variations become evident during the course of construction, a re-evaluation of the recommendations contained in this report will be necessary after we have had an opportunity to observe the characteristics of the conditions encountered.

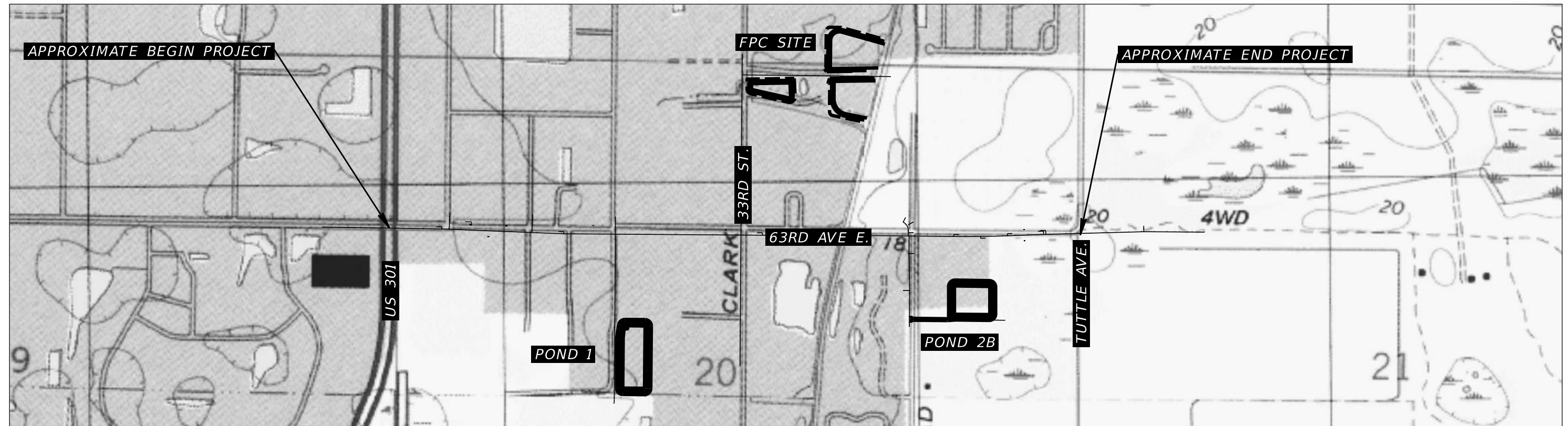
The scope of services, included herein, did not include any environmental assessment for the presence or absence of hazardous or toxic materials in the soil, surface water, groundwater, or air, on the site, below, and around the site. Any statements in this report or on the boring logs regarding odors, colors, unusual or suspicious items and conditions are strictly for the information of the PGA design team and Manatee County.

APPENDIX A

USDA Soil Survey & USGS Quadrangle Maps
Summary of USDA Soil Survey - Manatee County, Florida

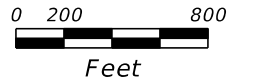


REFERENCE: USDA SOIL SURVEY OF MANATEE COUNTY, FLORIDA



REFERENCE: USGS QUADRANGLE MAP OF "BRADENTON, FLORIDA"

TOWNSHIP: 35S
 RANGE: 18E
 SECTION: 20



NUMBER	DESCRIPTION	DATE	PROJECT #	6107860	SURVEYED	---	---
			SURVEY #	---	DESIGNED	BJS	---
			SEC./TWN./RGE	00/00/00	DRAWN	BJS	---
			SCALE	AS NOTED	CHECKED	KH	---

MARC E. NOVAK, Ph.D., P.E.
 P.E. LICENSE NUMBER 67431
 TIERRA, INC.
 7351 TEMPLE TERRACE HIGHWAY
 TAMPA, FLORIDA 33637

PUBLIC WORKS DEPARTMENT
 ENGINEERING SERVICES
 1022 26th Avenue East
 Bradenton, FL 34208

*USDA SOIL SURVEY &
 USGS QUADRANGLE MAPS*

SHEET NO.

**Summary of USDA Soil Survey
Manatee County, Florida**

USDA Map Symbol and Soil Name	Soil Classification				pH	Seasonal High Water Table	
	Depth (in)	USCS	AASHTO	Permeability (in/hr)		Depth (feet)	Months
(5) Bradenton, Limestone substratum	0-6	SP-SM	A-2-4, A-3	6.0 - 20.0	5.6-7.3	0.0-1.0	June-Dec
	6-13	SP-SM, SM	A-2-4, A-3	6.0 - 20.0	5.6-7.3		
	13-47	SC-SM, SC, SM	A-2-4, A-2-6	0.6 - 2.0	6.6-7.8		
	47-51	Limestone					
(15) Delray	0-8	SC-SM, SP-SM, SM	A-2-4, A-3	6.0 - 20.0	5.6-7.3	+0.5-0.0	Jan-Mar, June-Dec
	8-51	SP-SM	A-2-4, A-3	6.0 - 20.0	5.6-7.3		
	51-80	SC-SM, SC, SM	A-2-4, A-2-6	0.6 - 6.0	6.6-7.8		
(20) Eaugallie, wet	0-6	SP-SM, SM	A-2-4, A-3	6.0 - 20.0	3.5-6.0	0.5-1.5	June-Nov
	6-23	SP-SM, SM	A-2-4, A-3	6.0 - 20.0	3.5-6.0		
	23-47	SP-SM, SM	A-2-4, A-3	6.0 - 20.0	3.5-7.3		
	47-55	SP-SM, SM	A-2-4, A-3	0.6 - 6.0	3.5-7.8		
	55-80	SC, SM	A-2-4, A-4, A-6	0.1 - 0.2	3.5-7.8		
	0-5	SP-SM, SM	A-2-4, A-3	6.0 - 20.0	3.5-6.0	0.3-1.5	July-Oct
	5-17	SP-SM, SM	A-2-4, A-3	6.0 - 20.0	3.5-6.0		
	17-26	SP-SM, SM	A-2-4, A-3	6.0 - 20.0	3.5-7.3		
	26-48	SP-SM, SM	A-2-4, A-3	0.6 - 2.0	3.5-7.8		
	48-72	SP-SM, SM	A-2-4, A-3	0.6 - 2.0	3.5-7.8		
72-80	CL, SC-SM, SC	A-2-4, A-4, A-6	0.6 - 2.0	3.5-7.8			
(25) Floridana	0-15	SP-SM, SM	A-2-4	6.0 - 20.0	5.6-6.0	+2.0-0.0	June, July-Oct, Nov
	15-32	SP-SM, SM	A-2-4, A-3	6.0 - 20.0	6.1-6.5		
	32-65	SC-SM, SC	A-2-4, A-4, A-7-6	0.1 - 0.2	7.9-8.4		
	65-80	SP-SM, SM	A-2-4	6.0 - 20.0	7.9-8.4		
(26) Floridana, depressional, Immokalee, Okeelanta	0-19	SP-SM, SM	A-2-4, A-3	6.0 - 20.0	5.6-7.8	+2.0-0.0	Jan-Feb, June-Dec
	19-36	SP-SM, SP	A-3	6.0 - 20.0	5.6-7.8		
	36-63	SC-SM, SC	A-2-4, A-2-6	0.1 - 0.2	5.6-7.8		
	63-80	SP-SM, SM	A-2-4, A-3	6.0 - 20.0	5.6-7.8	+2.0-0.0	Jan-Feb, June-Dec
	0-10	SP-SM, SP	A-3	6.0 - 20.0	4.5-5.5		
	10-34	SP-SM, SP	A-3	6.0 - 20.0	4.5-5.5		
	34-43	SP-SM, SM	A-2-4, A-3	0.6 - 2.0	4.5-5.5	+1.0-0.0	June-Oct
	43-80	SP-SM, SP	A-3	6.0 - 20.0	4.5-5.5		
	0-20	PT	A-8	6.0 - 20.0	5.6-8.4		
20-54	SP-SM, SM, SP	A-2-4, A-3	6.0 - 20.0	5.6-8.4			
(29) Manatee	0-13	SP-SM, SM	A-2-4, A-3	2.0 - 6.0	6.1-7.8	0.0-1.0	Jan-Feb, June-Dec
	13-34	SC-SM, SC	A-2-4	0.6 - 2.0	6.6-7.8		
	34-52	SC-SM, SC, SM	A-2-4	0.6 - 6.0	7.4-8.4		
	52-80	SC-SM, SC, SM	A-2-4	2.0 - 6.0	7.4-8.4		
	0-13	SP-SM, SM	A-2-4, A-3	2.0 - 6.0	6.1-7.8	+1.0-0.0	June-Sept
	13-34	SC-SM, SC	A-2-4	0.6 - 2.0	6.6-7.8		
	34-52	SC-SM, SC, SM	A-2-4	0.6 - 6.0	7.4-8.4		
52-80	SC-SM, SC, SM	A-2-4	2.0 - 6.0	7.4-8.4			
(40) Pinellas, non-hydric, hydric	0-5	SP	A-3	6.0 - 20.0	5.6-7.8	0.5-1.5	June-Nov
	5-11	SP	A-3	6.0 - 20.0	5.6-7.8		
	11-33	SP-SM	A-2-4, A-3	6.0 - 20.0	6.6-9.0		
	33-45	SC-SM, SC	A-2-4, A-2-6	0.6 - 2.0	6.6-9.0		
	45-60	SP-SM, SP	A-2-4, A-3	6.0 - 20.0	7.9-9.0		
	0-5	SP	A-3	6.0 - 20.0	5.6-7.8	0.0-1.0	June-Nov
	5-11	SP	A-3	6.0 - 20.0	5.6-7.8		
	11-33	SP-SM	A-2-4, A-3	6.0 - 20.0	6.6-9.0		
	33-45	SC-SM, SC	A-2-4, A-2-6	0.6 - 2.0	6.6-9.0		
45-60	SP-SM, SP	A-2-4, A-3	6.0 - 20.0	7.9-9.0			

**Summary of USDA Soil Survey
Manatee County, Florida**

USDA Map Symbol and Soil Name	Soil Classification				pH	Seasonal High Water Table	
	Depth (in)	USCS	AASHTO	Permeability (in/hr)		Depth (feet)	Months
(47) Tomoka	0-34	PT	A-8	6.0 - 20.0	3.5-4.4	+2.0-0.0	Jan, Feb, June, July-Oct, Nov- Dec
	34-39	SP-SM, SM	A-2-4, A-3	6.0 - 20.0	3.5-5.5		
	39-80	CL, SC-SM, SC	A-2-4, A-6	0.6 - 6.0	3.5-5.5		
(48) Wabasso, wet	0-7	SP-SM, SM	A-2-4, A-3	6.0 - 20.0	3.5-6.5	0.5-1.5	June-Nov
	7-24	SP-SM, SM	A-2-4, A-3	6.0 - 20.0	3.5-6.5		
	24-35	SP-SM, SM	A-2-4, A-3	0.6 - 2.0	3.5-5.9		
	35-39	SP-SM, SM	A-2-4, A-3	6.0 - 20.0	5.1-7.3		
	39-80	CL, SC-SM	A-2-4, A-6, A-7-6	0.6 - 2.0	5.1-8.4		
	0-7	SP-SM, SM	A-2-4, A-3	6.0 - 20.0	3.5-6.5	0.3-1.5	July-Oct
	7-24	SP-SM, SM	A-2-4, A-3	6.0 - 20.0	3.5-6.5		
	24-35	SP-SM, SM	A-2-4, A-3	0.6 - 2.0	3.5-5.9		
	35-39	SP-SM, SM	A-2-4, A-3	6.0 - 20.0	5.1-7.3		
	39-80	CL, SC-SM	A-2-4, A-6, A-7-6	0.6 - 2.0	5.1-8.4		

APPENDIX B

Roadway Soil Survey
Roadway Boring Location Plan
Roadway Soil Profiles
Pond Soil Survey sheets
Muck Delineation Sheets

DATE OF SURVEY: JULY 2022 TO JUNE 2023
 SURVEY MADE BY: TIERRA, INC.
 SUBMITTED BY: MARC E. NOVAK, Ph.D., P.E.

MANATEE COUNTY PUBLIC WORKS

CIP NO. : 6107860
 PROJECT NAME: 63RD AVE. E. FROM U.S. 301 TO TUTTLE AVENUE
 CROSS SECTION SOIL SURVEY FOR THE DESIGN OF ROADS

SURVEY BEGINS STA. : 161+30.00 SURVEY ENDS STA. : 210+40.00 REFERENCE: BASELINE SURVEY 63RD AVE.

STRATUM NO.	ORGANIC CONTENT		MOISTURE CONTENT		SIEVE ANALYSIS RESULTS PERCENT PASS (%)					ATTERBERG LIMITS (%)			DESCRIPTION	CORROSION TEST RESULTS						
	NO. OF TESTS	% ORGANIC	NO. OF TESTS	MOISTURE CONTENT	10 MESH	40 MESH	60 MESH	100 MESH	200 MESH	NO. OF TESTS	LIQUID LIMIT	PLASTIC INDEX		AASHTO GROUP	NO. OF TESTS	RESISTIVITY ohm-cm	CHLORIDE ppm	SULFATES ppm	pH	
1	1	1	1	26	28	100	94-95	78-95	39-42	2-10	--	--	--	A-3	GRAY TO BROWN SAND TO SAND WITH SILT	5	3,300-29,000	15	<5-183	6.7-7.7
2	--	--	14	10-37	24	100	95	82	49	11-22	14	NP-23	NP-5	A-2-4	GRAY TO LIGHT BROWN SILTY SAND	--	--	--	--	--
3	5	2-4	5	21-36	5	--	--	--	--	3-15	--	--	--	A-3/A-2-4	DARK GRAY TO DARK BROWN SAND TO SAND WITH SILT TO SILTY SAND WITH TRACE ORGANICS	--	--	--	--	--
4	11	5-11	11	26-94	11	--	--	--	--	7-20	--	--	--	A-8	DARK GRAY TO DARK BROWN ORGANIC SAND TO SAND WITH SILT TO SILTY SAND	--	--	--	--	--
5	--	--	5	19-48	5	--	--	--	--	21-35	5	26-32	13-15	A-2-6	GRAY TO BROWN CLAYEY SAND	--	--	--	--	--
6	--	--	4	34-53	4	--	--	--	--	38-43	4	24-39	7-22	A-4/A-6/A-7-5	GRAY TO BROWN TO GREEN CLAY TO SILT	--	--	--	--	--
7	--	--	--	--	--	--	--	--	--	--	--	--	--	--	DEBRIS: SOIL MIXED VARIABLE AMOUNTS OF CONCRETE, BRICK, METAL, PLASTIC, ASPHALT, AND/OR WOOD	--	--	--	--	--
8	--	--	--	--	1	--	--	--	--	10	--	--	--	A-3	GRAY TO BROWN SAND TO SAND WITH SILT (DISTURBED)	--	--	--	--	--
9	1	2	1	19	4	--	--	--	--	11-21	--	--	--	A-2-4	GRAY TO LIGHT BROWN SILTY SAND (DISTURBED)	--	--	--	--	--
10	1	6	1	32	1	--	--	--	--	20	--	--	--	A-8	DARK GRAY TO DARK BROWN ORGANIC SILTY SAND (DISTURBED)	--	--	--	--	--
11	--	--	1	23-25	2	--	--	--	--	26-31	2	32-39	11-25	A-2-6	GRAY TO BROWN CLAYEY SAND (DISTURBED)	--	--	--	--	--
12	--	--	1	54-60	2	--	--	--	--	55-80	2	50-84	41-54	A-7-5/A-7-6	GRAY TO BROWN TO GREEN CLAY (DISTURBED)	--	--	--	--	--
13	--	--	4	50-87	4	--	--	--	--	72-97	4	50-66	29-40	A-7-6	GRAY TO BROWN TO GREEN CLAY	--	--	--	--	--
14	--	--	--	--	--	--	--	--	--	--	--	--	--	--	WEATHERED LIMESTONE TO CALCAEOUS CLAY	--	--	--	--	--

EMBANKMENT AND SUBGRADE MATERIAL

STRATA BOUNDARIES ARE APPROXIMATE. MAKE FINAL CHECK AFTER GRADING.

▼ - WATER TABLE ENCOUNTERED

▽ - ESTIMATED SEASONAL HIGH GROUNDWATER TABLE

GNE - GROUNDWATER NOT ENCOUNTERED

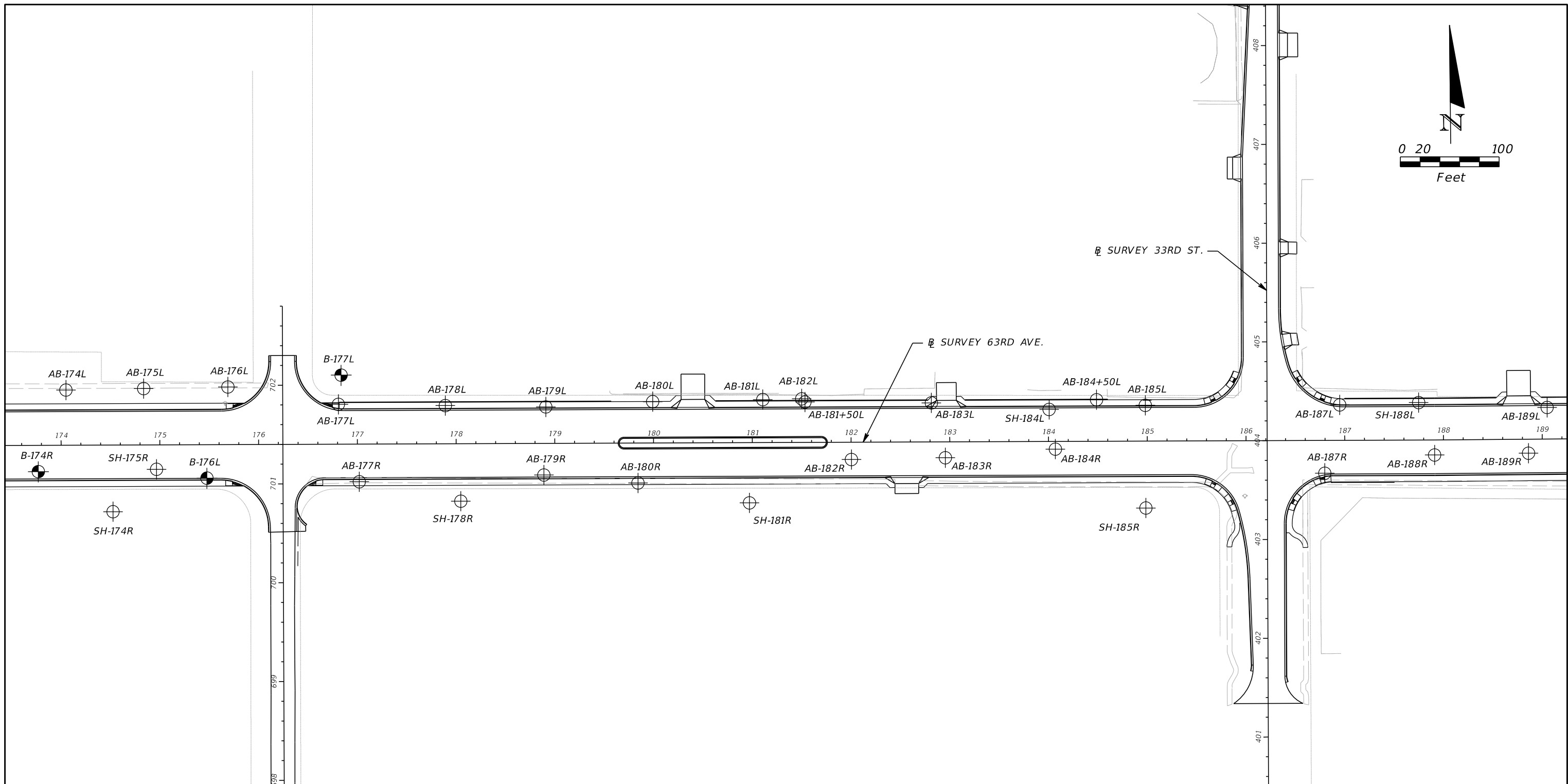
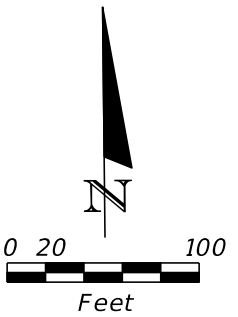
NP - NON-PLASTIC

NOTES:

- STRATA 1 THROUGH 6 AND STRATUM 13 ARE SOILS IN THEIR NATURAL INSITU STATE. STRATA 8 THROUGH 12 ARE SOILS THAT WERE ENCOUNTERED IN THE FPC SITE AND APPEAR TO BE DISTURBED AS PART OF THE EXCAVATION OF THE BURYING OF DEBRIS AND ARE NOT IN THEIR NATURAL STATE. STRATA 8 THROUGH 12 CAN BE HIGHLY VARIABLE AND MIXED AND DIFFICULT TO SEPARATE. THEIR ABILITY FOR UTILIZATION FOR EMBANKMENT MATERIALS SHALL BE VERIFIED DURING CONSTRUCTION AND SUBJECT TO MANATEE COUNTY SPECIFICATIONS.
- THE MATERIAL FROM STRATUM 1 (A-3) APPEARS SATISFACTORY FOR USE IN THE EMBANKMENT WHEN UTILIZED IN ACCORDANCE WITH STANDARD PLANS, INDEX 120-001.
- THE MATERIAL FROM STRATUM 2 (A-2-4) APPEARS SATISFACTORY FOR USE IN THE EMBANKMENT WHEN UTILIZED IN ACCORDANCE WITH STANDARD PLANS, INDEX 120-001. HOWEVER, THIS MATERIAL IS LIKELY TO RETAIN EXCESS MOISTURE AND MAY BE DIFFICULT TO DRY AND COMPACT. IT SHOULD BE USED IN THE EMBANKMENT ABOVE THE WATER LEVEL EXISTING AT THE TIME OF CONSTRUCTION.
- THE MATERIAL FROM STRATUM 3 (A-3/A-2-4) APPEARS SATISFACTORY FOR USE IN THE EMBANKMENT WHEN UTILIZED IN ACCORDANCE WITH STANDARD PLANS, INDEX 120-001. HOWEVER, THIS MATERIAL MAY NOT BE USED IN THE SUBGRADE PORTION OF THE ROADBED DUE TO ITS ORGANIC CONTENT.

- THE MATERIAL FROM STRATUM 4 (A-8) IS MUCK MATERIAL AND SHALL BE REMOVED IN ACCORDANCE WITH STANDARD PLANS, INDEX 120-002 AND UTILIZED IN ACCORDANCE WITH STANDARD PLANS, INDEX 120-001. THE REMOVAL LIMITS ARE DEPICTED ON THE ROADWAY CROSS-SECTIONS AND ON THE MUCK DELINEATION SHEETS.
- THE MATERIAL FROM STRATA 5&6 (A-2-6/A-6/A-4) IS PLASTIC MATERIAL AND SHALL BE REMOVED IN ACCORDANCE WITH STANDARD PLANS, INDEX 120-002 AND UTILIZED IN ACCORDANCE WITH STANDARD PLANS, INDEX 120-001.
- THE MATERIAL FROM STRATUM 13 (A-7-6) IS HIGH PLASTIC MATERIAL AND SHALL BE REMOVED IN ACCORDANCE WITH STANDARD PLANS, INDEX 120-002 AND UTILIZED IN ACCORDANCE WITH STANDARD PLANS, INDEX 120-001.
- THE MATERIAL FROM STRATUM 7 IS CONSTRUCTION DEBRIS INCLUDING SOIL MIXED WITH VARIABLE AMOUNTS OF CONCRETE, BRICK, METAL, PLASTIC, ASPHALT, AND/OR WOOD. THIS MATERIAL WAS ENCOUNTERED WITHIN THE FPC SITE. IF ENCOUNTERED, THESE MATERIALS SHALL BE REMOVED AND DISPOSED OF OFFSITE AND NOT USED WITHIN THE PROJECT LIMITS.
- THE MATERIAL FROM STRATUM 14 (LIMESTONE) IS ROCK. EXCAVATION INTO OR THROUGH THIS MATERIAL MAY BE DIFFICULT. THE CONTRACTOR SHOULD BE PREPARED TO USE SPECIALIZED EQUIPMENT TO EXCAVATE INTO OR THROUGH LIMESTONE. LIMESTONE IS ALSO POROUS AND WILL BE DIFFICULT DEWATERING.

NUMBER	DESCRIPTION	DATE	PROJECT #	6107860	SURVEYED	----	DESIGNED	BJS	7/2023	Manatee County PUBLIC WORKS DEPARTMENT ENGINEERING SERVICES 1022 26th Avenue East Bradenton, FL 34208	ROADWAY SOIL SURVEY	SHEET NO.
			SURVEY #	----	DESIGNED	BJS	DRAWN	BJS	7/2023			
			SEC./TWN./RGE	00/00/00	DRAWN	BJS	CHECKED	KH	7/2023			
			SCALE	AS NOTED	CHECKED	KH						GR-1



LEGEND

- APPROXIMATE SPT BORING LOCATION
- APPROXIMATE AUGER BORING LOCATION
- APPROXIMATE PAVEMENT CORE LOCATION

NUMBER	DESCRIPTION	DATE
	PROJECT #	6107860
	SURVEY #	----
	SEC./TWN./RGE	00/00/00
	SCALE	AS NOTED

MARC E. NOVAK, Ph.D., P.E.
P.E. LICENSE NUMBER 67431
TIERRA, INC.
7351 TEMPLE TERRACE HIGHWAY
TAMPA, FLORIDA 33637

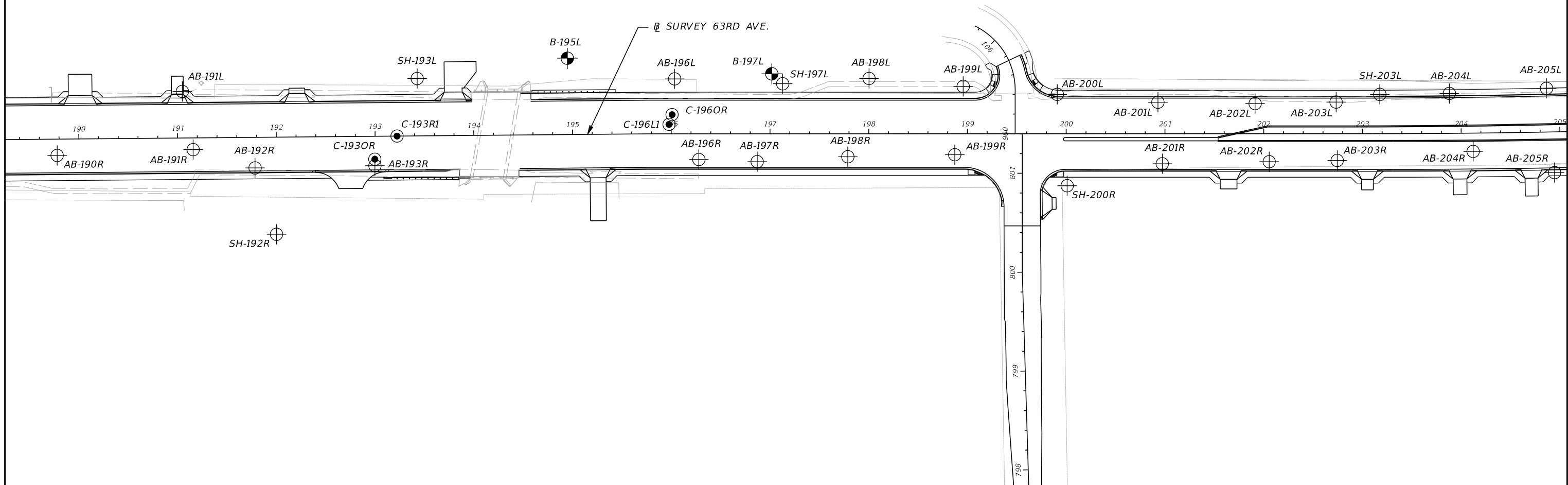
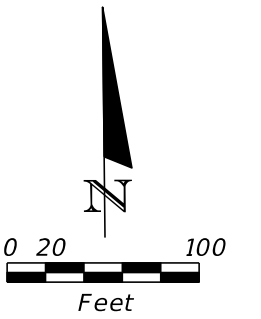


PUBLIC WORKS DEPARTMENT
ENGINEERING SERVICES
1022 26th Avenue East
Bradenton, FL 34208

**ROADWAY BORING
LOCATION PLAN (2)**

SHEET NO.

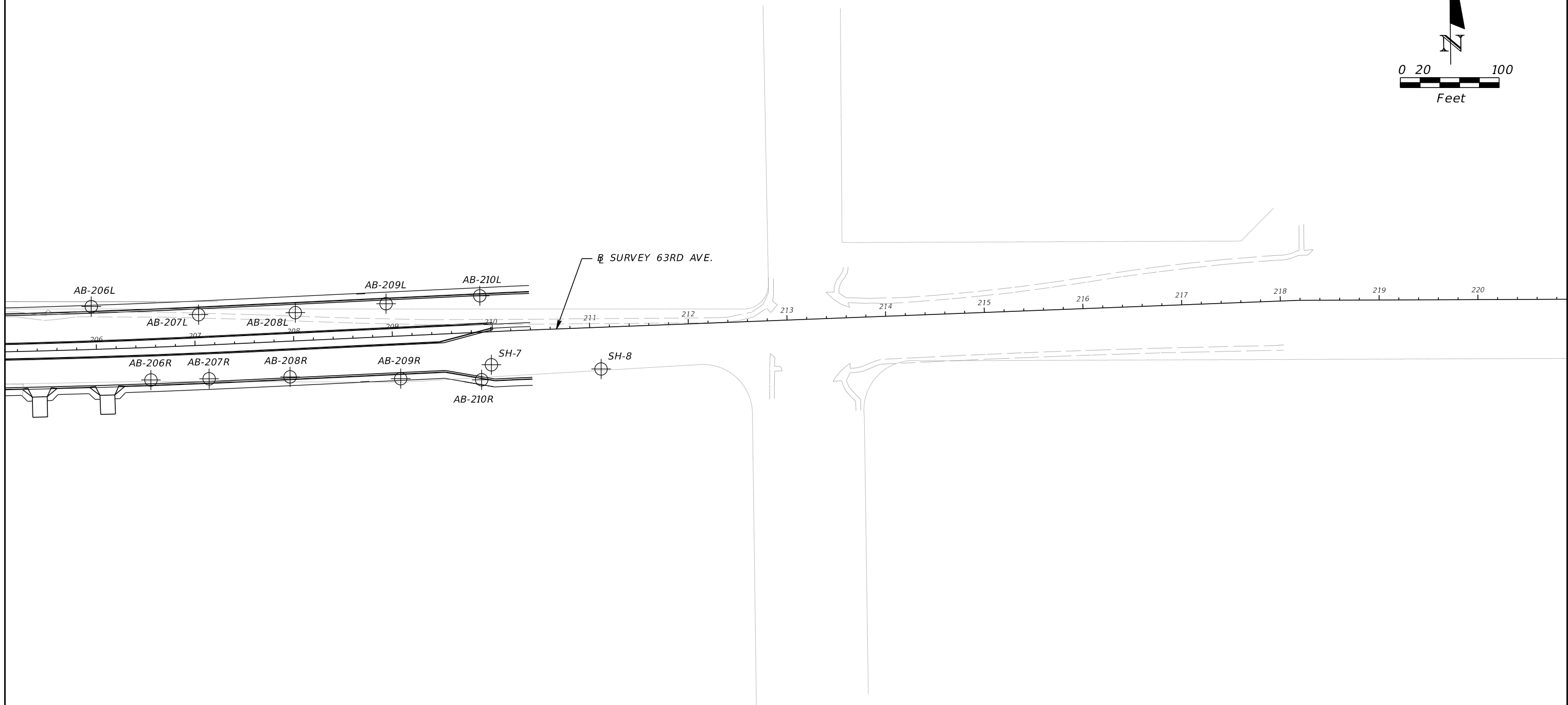
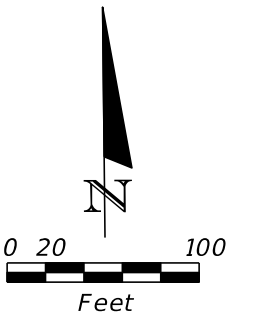
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



LEGEND

- APPROXIMATE SPT BORING LOCATION
- APPROXIMATE AUGER BORING LOCATION
- APPROXIMATE PAVEMENT CORE LOCATION

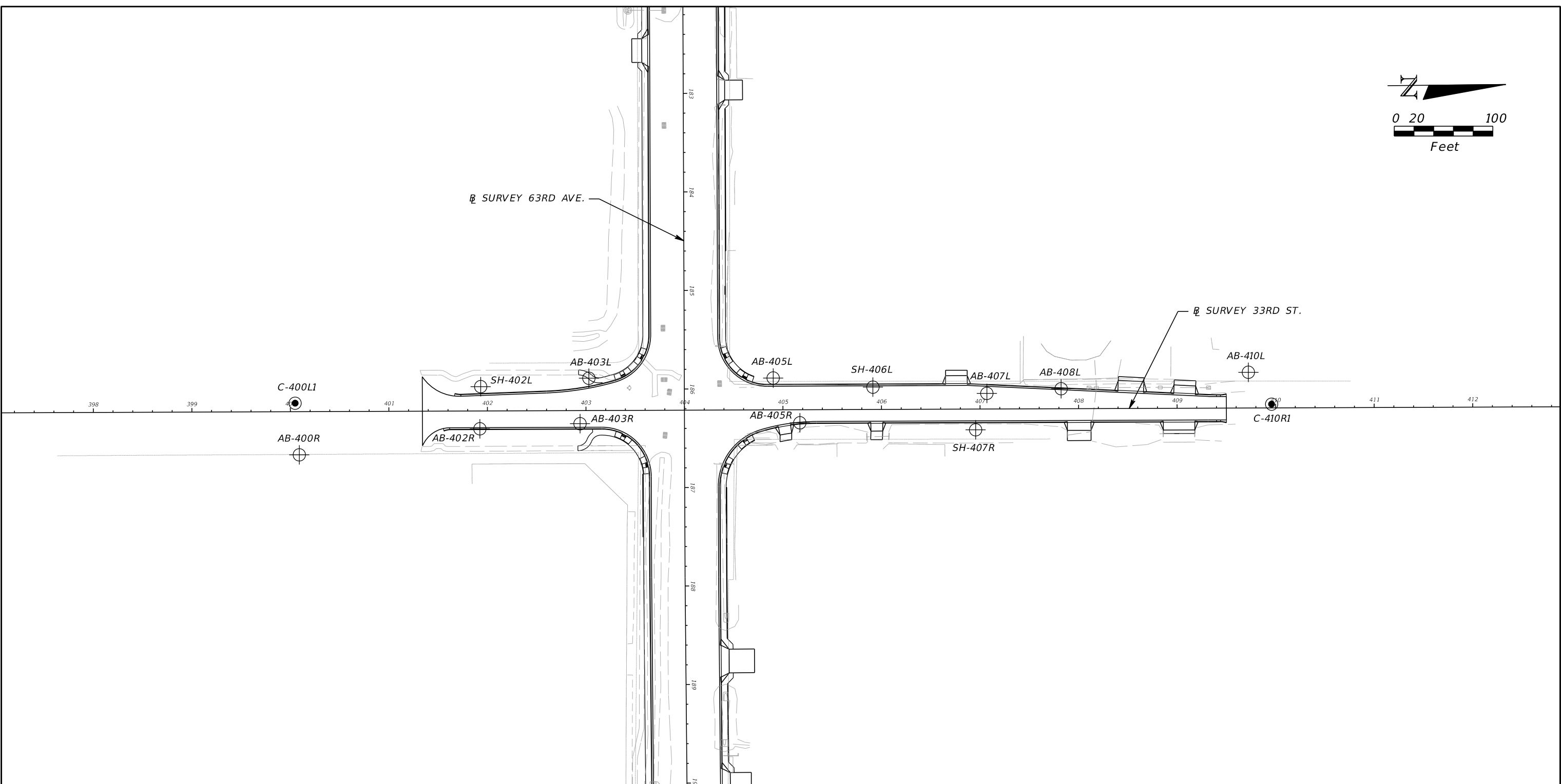
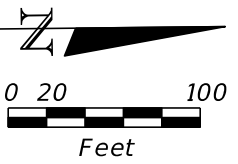
NUMBER	DESCRIPTION	DATE	PROJECT #	6107860	SURVEYED	----		MARC E. NOVAK, Ph.D., P.E. P.E. LICENSE NUMBER 67431 TIERRA, INC. 7351 TEMPLE TERRACE HIGHWAY TAMPA, FLORIDA 33637	PUBLIC WORKS DEPARTMENT ENGINEERING SERVICES 1022 26th Avenue East Bradenton, FL 34208	ROADWAY BORING LOCATION PLAN (3)	SHEET NO.
			SURVEY #	----	DESIGNED	BJS					
			SEC./TWN./RGE	00/00/00	DRAWN	BJS					
			SCALE	AS NOTED	CHECKED	MEN					






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			SURVEY #	----	DESIGNED	BJS	--/--/--				
			SEC./TWN./RGE	00/00/00	DRAWN	BJS	--/--/--				
			SCALE	AS NOTED	CHECKED	MEN	--/--/--				




LEGEND

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NUMBER	DESCRIPTION	DATE	PROJECT #	6107860	SURVEYED	----	___/___/___
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			SEC./TWN./RGE	00/00/00	DRAWN	BJS	___/___/___
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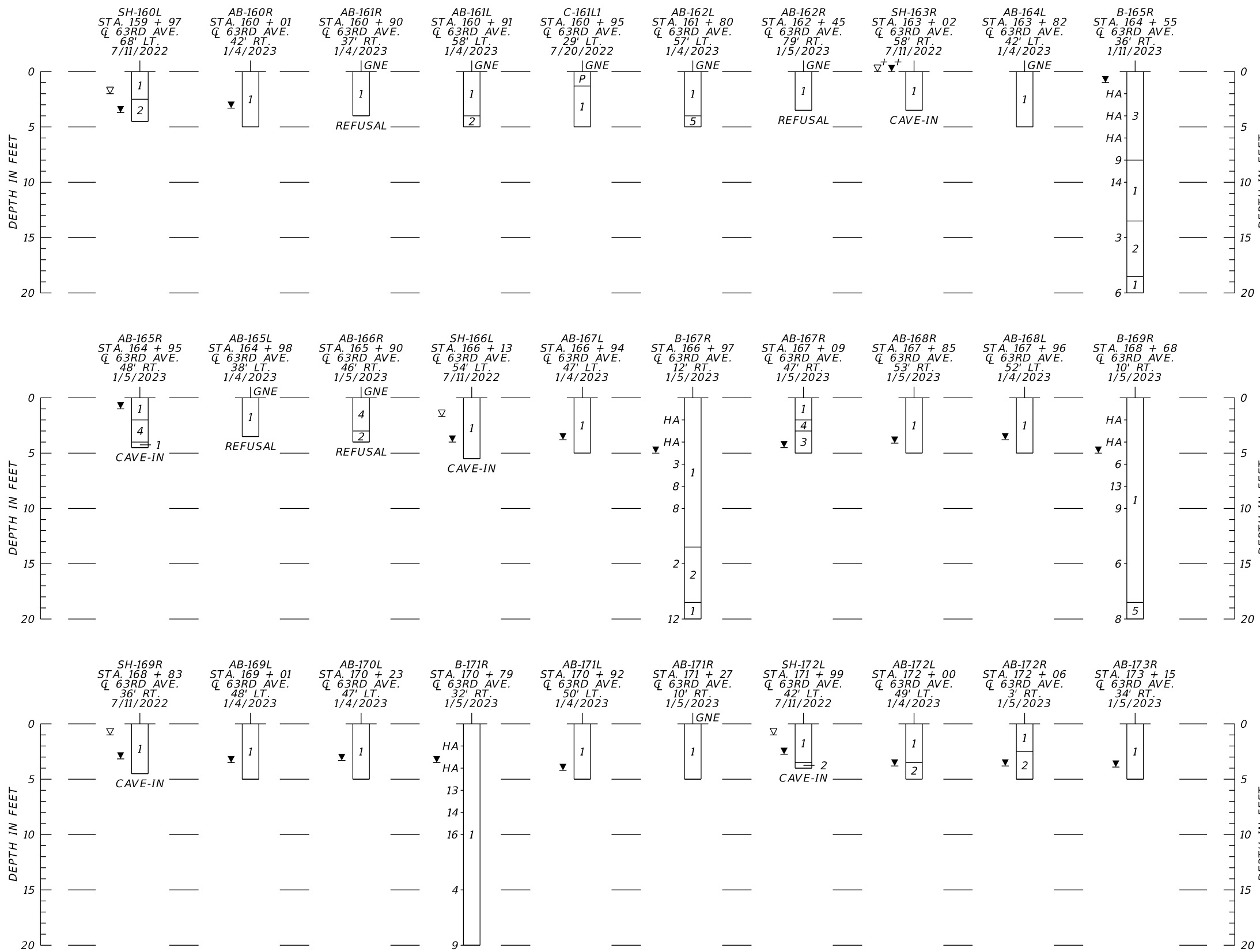
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PUBLIC WORKS DEPARTMENT
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**ROADWAY BORING
LOCATION PLAN (5)**

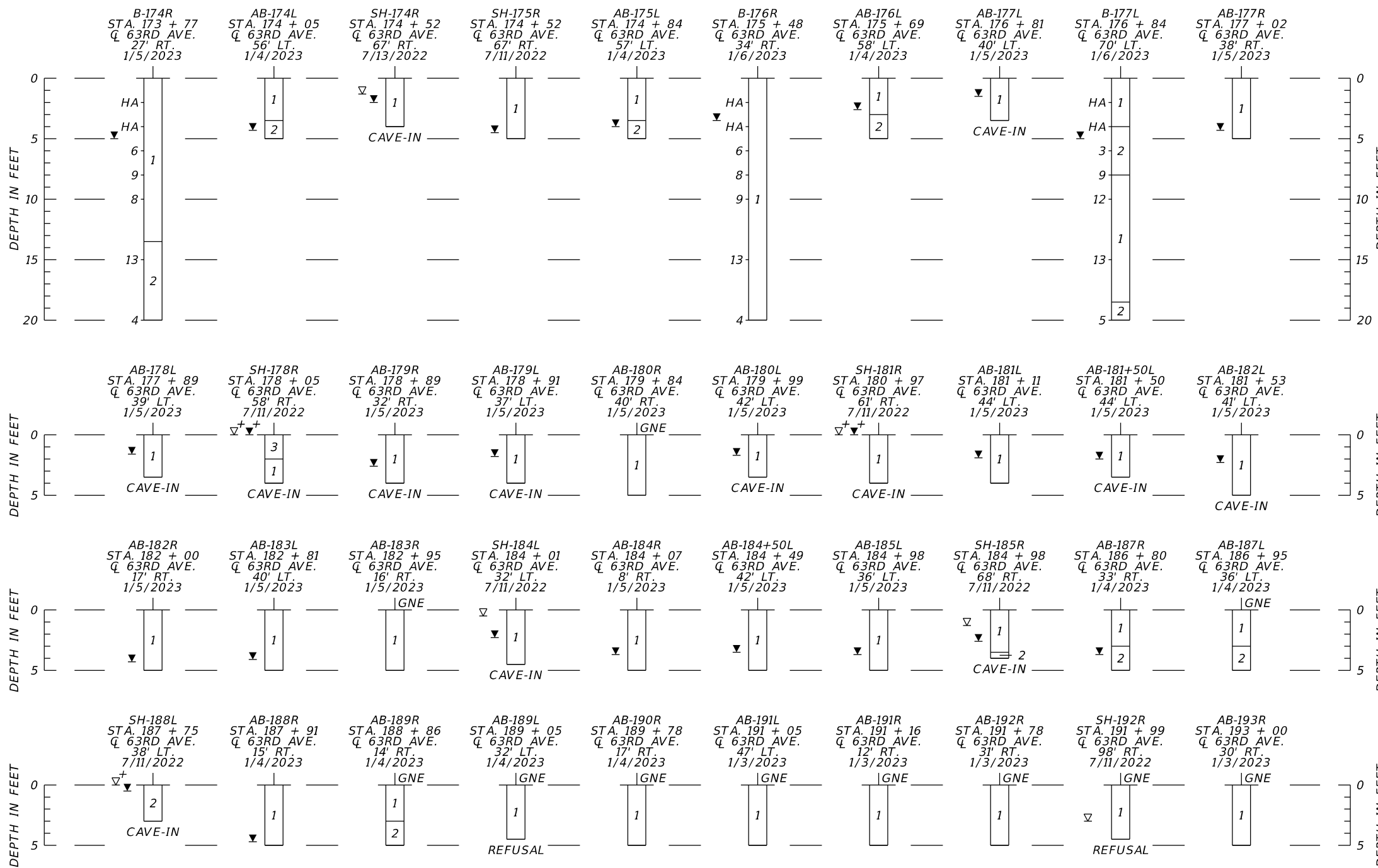
SHEET NO.



LEGEND

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 2. GRAY TO LIGHT BROWN SILTY SAND (A-2-4)
 3. DARK GRAY TO DARK BROWN SAND TO SAND WITH SILT WITH TRACE ORGANICS (A-3)
 4. DARK GRAY TO DARK BROWN ORGANIC SAND TO SAND WITH SILT (A-8)
 5. GRAY TO BROWN CLAYEY SAND (A-2-6)
 6. GRAY TO BROWN TO GREEN CLAY TO SILT (A-4/A-6/A-7-5)
 7. DEBRIS: SOIL MIXED WITH VARIABLE AMOUNTS OF CONCRETE, BRICK, METAL, PLASTIC, ASPHALT, AND/OR WOOD
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 14. WEATHERED LIMESTONE TO CALCAREOUS CLAY
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A-3 AASHTO GROUP SYMBOL AS DETERMINED BY VISUAL REVIEW AND LABORATORY TESTING ON SELECTED SAMPLES FOR CONFIRMATION OF VISUAL REVIEW.
GNE GROUNDWATER NOT ENCOUNTERED
▽ ESTIMATED SEASONAL HIGH GROUNDWATER TABLE
▽+ ESTIMATED SEASONAL HIGH GROUNDWATER TABLE IS ABOVE GRADE
▽- GROUNDWATER LEVEL ENCOUNTERED DURING FIELD EXPLORATIONS
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CAVE-IN CAVE-IN DUE TO SHALLOW GROUNDWATER INTRUSION
REFUSAL HAND AUGER REFUSAL DUE TO ROCK
Q 63RD AVE. CENTERLINE CONSTRUCTION OF 63RD AVENUE
Q 33RD ST. E CENTERLINE CONSTRUCTION OF 33RD STREET EAST

	SAFETY HAMMER	AUTOMATIC HAMMER
GRANULAR MATERIALS-RELATIVE DENSITY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY LOOSE	LESS THAN 4	LESS THAN 3
LOOSE	4 to 10	3 to 8
MEDIUM DENSE	10 to 30	8 to 24
DENSE	30 to 50	24 to 40
VERY DENSE	GREATER THAN 50	GREATER THAN 40
SILTS AND CLAYS CONSISTENCY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY SOFT	LESS THAN 2	LESS THAN 1
SOFT	2 to 4	1 to 3
FIRM	4 to 8	3 to 6
STIFF	8 to 15	6 to 12
VERY STIFF	15 to 30	12 to 24
HARD	GREATER THAN 30	GREATER THAN 24



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			DRAWN BY	BJS	PROJECT NO.
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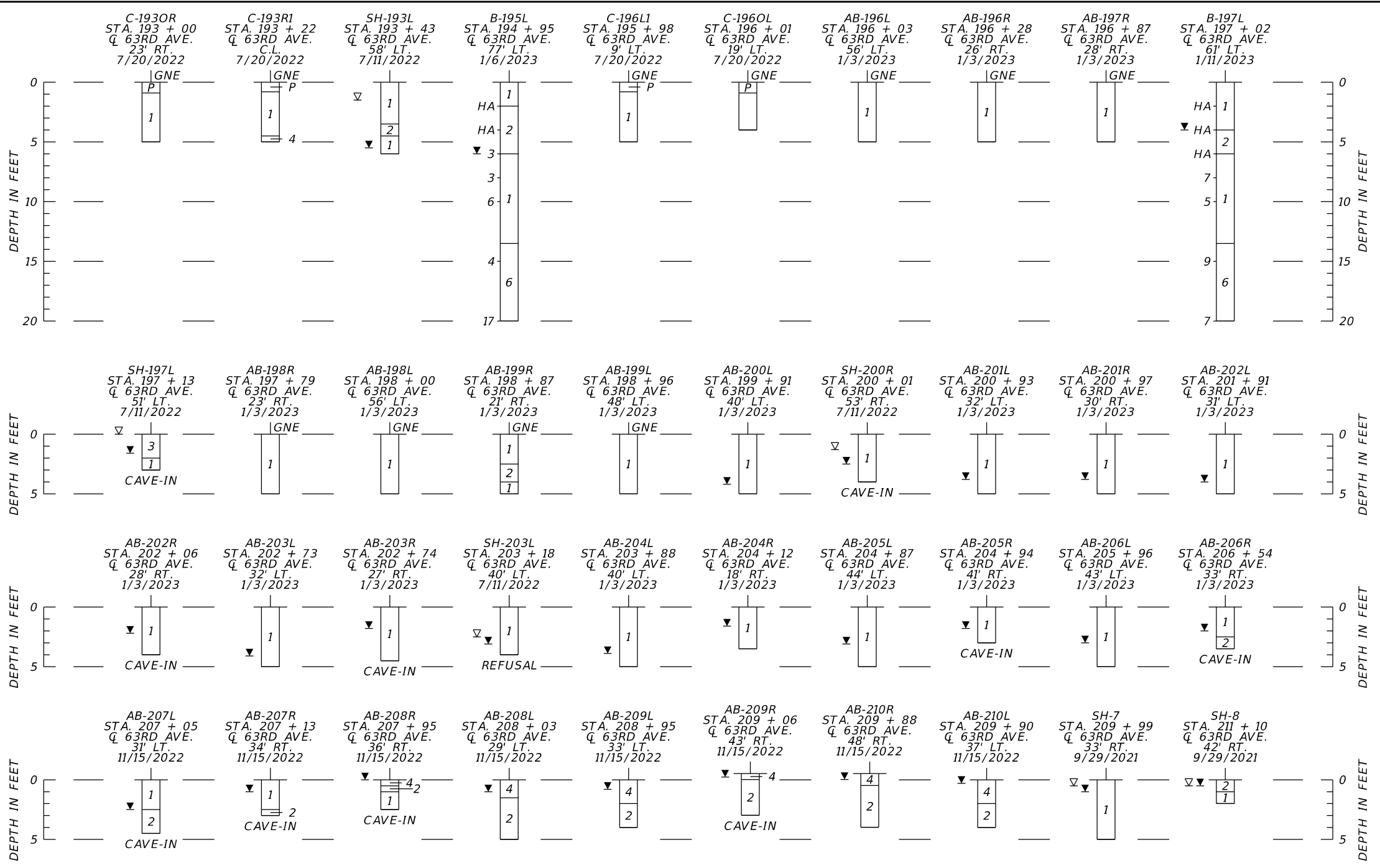
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ROADWAY SOIL PROFILES (2)

SHEET NO.




LEGEND

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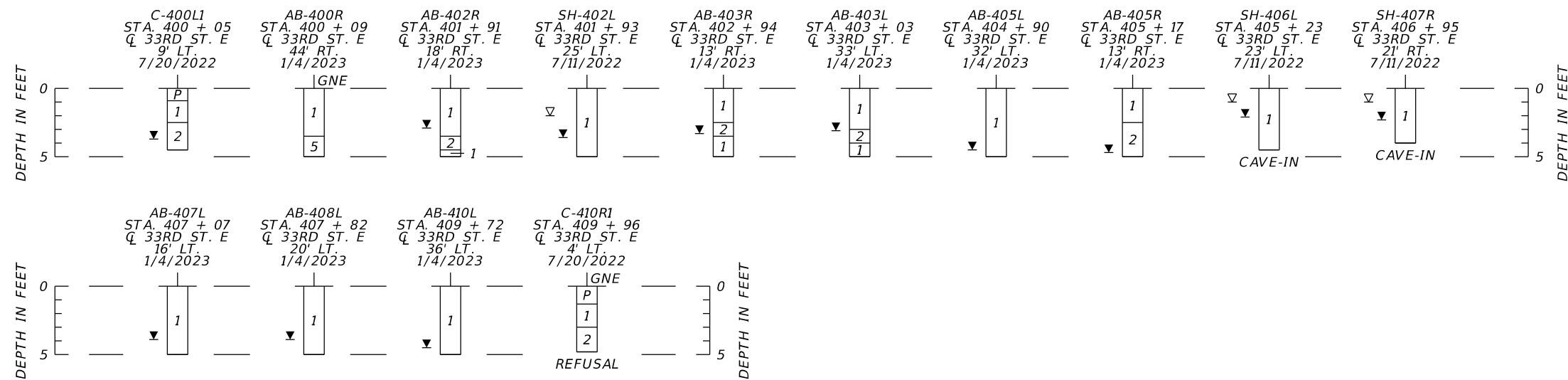
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ROADWAY SOIL PROFILES (3)

SHEET NO.



LEGEND

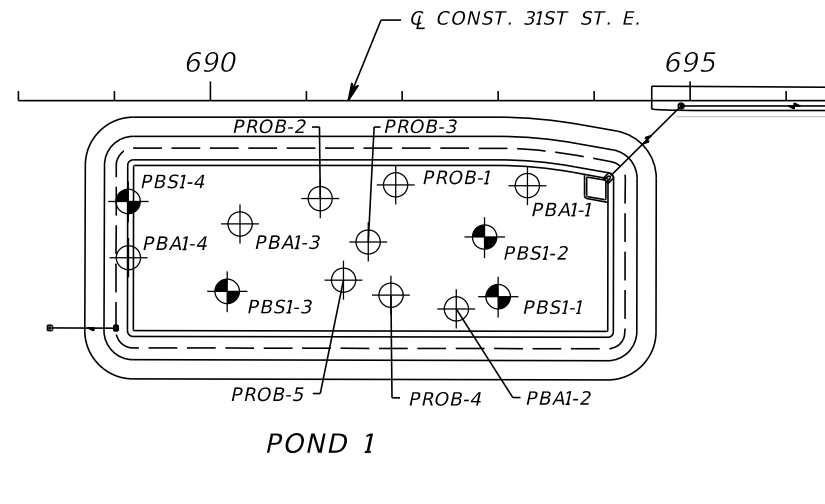
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- P PAVEMENT AND BASE SECTIONS
W WATER
A-3 AASHTO GROUP SYMBOL AS DETERMINED BY VISUAL REVIEW AND LABORATORY TESTING ON SELECTED SAMPLES FOR CONFIRMATION OF VISUAL REVIEW.
GNE GROUNDWATER NOT ENCOUNTERED
▽ ESTIMATED SEASONAL HIGH GROUNDWATER TABLE
▽⁺ ESTIMATED SEASONAL HIGH GROUNDWATER TABLE IS ABOVE GRADE
▽⁺ GROUNDWATER LEVEL ENCOUNTERED DURING FIELD EXPLORATIONS
▽⁺ GROUNDWATER LEVEL ENCOUNTERED DURING FIELD EXPLORATIONS IS ABOVE GRADE
CAVE-IN CAVE-IN DUE TO SHALLOW GROUNDWATER INTRUSION
REFUSAL HAND AUGER REFUSAL DUE TO ROCK
Q 63RD AVE. CENTERLINE CONSTRUCTION OF 63RD AVENUE
Q 33RD ST. E CENTERLINE CONSTRUCTION OF 33RD STREET EAST

	SAFETY HAMMER	AUTOMATIC HAMMER
GRANULAR MATERIALS-RELATIVE DENSITY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY LOOSE	LESS THAN 4	LESS THAN 3
LOOSE	4 to 10	3 to 8
MEDIUM DENSE	10 to 30	8 to 24
DENSE	30 to 50	24 to 40
VERY DENSE	GREATER THAN 50	GREATER THAN 40
SILTS AND CLAYS CONSISTENCY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY SOFT	LESS THAN 2	LESS THAN 1
SOFT	2 to 4	1 to 3
FIRM	4 to 8	3 to 6
STIFF	8 to 15	6 to 12
VERY STIFF	15 to 30	12 to 24
HARD	GREATER THAN 30	GREATER THAN 24

<table border="1"> <tr> <th>NUMBER</th> <th>DESCRIPTION</th> <th>DATE</th> <th>SCALE</th> <th>AS NOTED</th> <th>DATE</th> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>BJS</td> <td>06/2023</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>BJS</td> <td>PROJECT NO.</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>MEN</td> <td>6107860</td> </tr> </table>				NUMBER	DESCRIPTION	DATE	SCALE	AS NOTED	DATE					BJS	06/2023					BJS	PROJECT NO.					MEN	6107860	<p>MARC E. NOVAK, Ph.D., P.E. P.E. LICENSE NUMBER 67431 TIERRA, INC. 7351 TEMPLE TERRACE HIGHWAY TAMPA, FLORIDA 33637</p>		<p>PUBLIC WORKS DEPARTMENT ENGINEERING SERVICES 1022 26th Avenue East Bradenton, FL 34208</p>		<p>ROADWAY SOIL PROFILES (4)</p>		<p>SHEET NO.</p>
NUMBER	DESCRIPTION	DATE	SCALE	AS NOTED	DATE																													
				BJS	06/2023																													
				BJS	PROJECT NO.																													
				MEN	6107860																													

LEGEND

- | | | |
|--|---------|--|
| 1. GRAY TO BROWN SAND TO SAND WITH SILT (A-3) | A-3 | AASHTO GROUP SYMBOL AS DETERMINED BY VISUAL REVIEW. |
| 2. GRAY TO LIGHT BROWN SILTY SAND (A-2-4) | N | NUMBERS TO THE LEFT OF BORINGS INDICATE SPT VALUE FOR 12 INCHES OF PENETRATION (UNLESS OTHERWISE NOTED). |
| 3. DARK GRAY TO DARK BROWN SAND TO SAND WITH SILT WITH TRACE ORGANICS (A-3) | 50/4 | NUMBER OF BLOWS FOR 4 INCHES OF PENETRATION |
| 4. DARK GRAY TO DARK BROWN ORGANIC SAND TO SAND WITH SILT (A-8) | HA | HAND AUGERED TO VERIFY UTILITY CLEARANCE |
| 5. GRAY TO BROWN CLAYEY SAND (A-2-6) | WH | SPLIT-SPOON SAMPLER ADVANCED UNDER WEIGHT OF ROD AND HAMMER |
| 6. GRAY TO BROWN TO GREEN CLAY TO SILT (A-4/A-6/A-7-5) | -200 | PERCENT PASSING #200 SIEVE |
| 7. DEBRIS: SOIL MIXED WITH VARIABLE AMOUNTS OF CONCRETE, BRICK, METAL, PLASTIC, ASPHALT, AND/OR WOOD | NMC | NATURAL MOISTURE CONTENT (%) |
| | LL | LIQUID LIMIT (%) |
| | PI | PLASTICITY INDEX (%) |
| | OC | ORGANIC CONTENT (%) |
| | NP | NON-PLASTIC |
| 8. GRAY TO BROWN SAND TO SAND WITH SILT (DISTURBED) (A-3) | NAVD 88 | NORTH AMERICAN VERTICAL DATUM OF 1988 |
| 9. GRAY TO LIGHT BROWN SILTY SAND (DISTURBED) (A-2-4) | ⊕ | APPROXIMATE AUGER BORING LOCATION |
| 10. DARK GRAY TO DARK BROWN ORGANIC SILTY SAND (DISTURBED) (A-8) | ⊗ | APPROXIMATE SPT BORING LOCATION |
| 11. GRAY TO BROWN CLAYEY SAND (DISTURBED) (A-2-6) | ■ | APPROXIMATE TEST PIT LOCATION |
| 12. GRAY TO BROWN TO GREEN CLAY (DISTURBED) (A-7-5/A-7-6) | ▽ | ESTIMATED SEASONAL HIGH GROUNDWATER TABLE |
| 13. GRAY TO BROWN TO GREEN CLAY (A-7-6) | ▼ | GROUNDWATER LEVEL ENCOUNTERED DURING FIELD EXPLORATIONS |
| 14. WEATHERED LIMESTONE TO CALCAREOUS CLAY | GNA | GROUNDWATER NOT APPARENT DUE TO THE INTRODUCTION OF DRILLING FLUID AT A DEPTH OF 10 FEET. |
| | GNE | GROUNDWATER NOT ENCOUNTERED |
| | R | HAND AUGER OR MECHANICAL BACK-HOE REFUSAL ON DEBRIS MATERIALS PREVENTING DEEPER EXPLORATION |
| | ↓ | TEST PIT TERMINATED IN DEBRIS MATERIAL; DEBRIS CONTINUES DEEPER |
| | ↙100 | LOSS OF CIRCULATION OF DRILLING FLUID (%) |
| | | CASING |



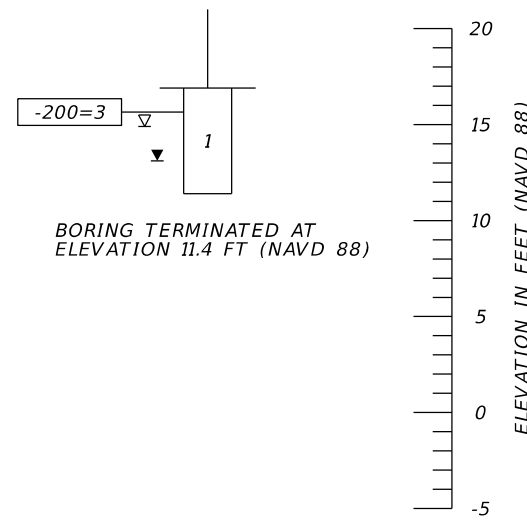
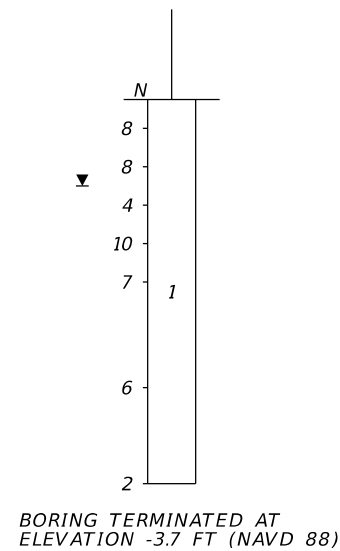
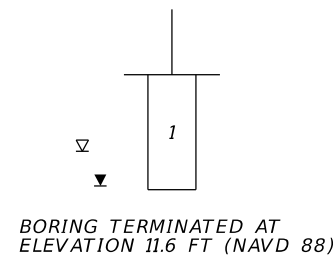
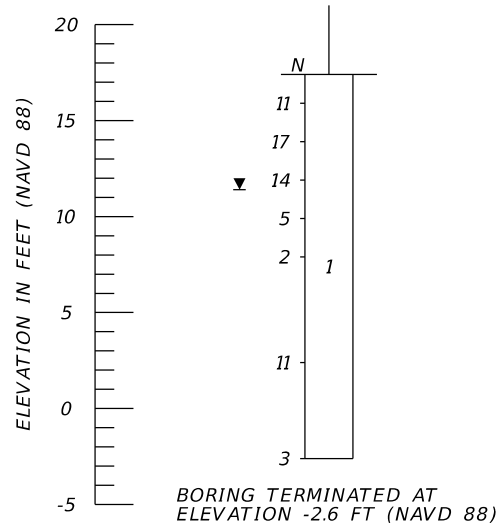
BORING LOCATION PLAN

BOR # PBSI-4
 STA. 689+14
 REF. Q CONST. 31ST AVE
 OFF. 105' RT.
 ELEV. 17.4
 DATE 2/7/2023
 DRILLER J. SHAW
 HAMMER AUTOMATIC
 RIG D-25

BOR # PBAI-4*
 STA. 689+15
 REF. Q CONST. 31ST AVE
 OFF. 164' RT.
 ELEV. 17.6
 DATE 1/24/2023

BOR # PBSI-3
 STA. 690+18
 REF. Q CONST. 31ST AVE
 OFF. 199' RT.
 ELEV. 16.3
 DATE 2/7/2023
 DRILLER J. SHAW
 HAMMER AUTOMATIC
 RIG D-25

BOR # PBAI-3*
 STA. 690+31
 REF. Q CONST. 31ST AVE
 OFF. 128' RT.
 ELEV. 16.9
 DATE 1/24/2023

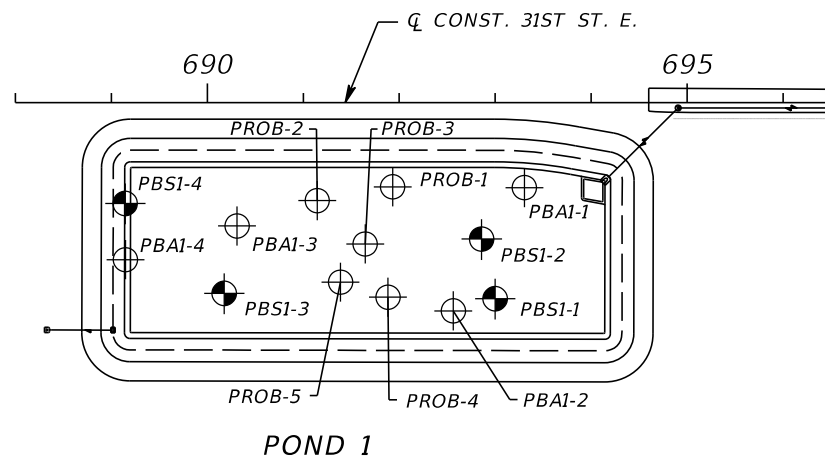


- NOTES:
- THE LOCATIONS OF THE BORINGS WERE RECORDED IN THE FIELD BY TIERRA, INC. USING GARMIN ETREX HANDHELD GPS EQUIPMENT WITH A REPORTED ACCURACY OF ± 10 FEET. THE GPS COORDINATES RECORDED BY TIERRA WERE UTILIZED IN CONJUNCTION WITH DESIGN FILES TO OBTAIN STATION AND OFFSET. THEREFORE, THE BORING LOCATIONS SHOULD BE CONSIDERED APPROXIMATE. BORINGS DENOTED BY AN ASTERISK (*) WERE LOCATED BY THE PROJECT SURVEYOR.
 - STRATA 8 THROUGH 11 THROUGHOUT THE FPC AREA ARE NOT IN THEIR NATURAL STATE AND LIKELY WERE DEPOSITED WHEN THE DEBRIS MATERIALS WERE BURIED.

	SAFETY HAMMER	AUTOMATIC HAMMER
GRANULAR MATERIALS-RELATIVE DENSITY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY LOOSE	LESS THAN 4	LESS THAN 3
LOOSE	4 to 10	3 to 8
MEDIUM DENSE	10 to 30	8 to 24
DENSE	30 to 50	24 to 40
VERY DENSE	GREATER THAN 50	GREATER THAN 40
SILTS AND CLAYS CONSISTENCY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY SOFT	LESS THAN 2	LESS THAN 1
SOFT	2 to 4	1 to 3
FIRM	4 to 8	3 to 6
STIFF	8 to 15	6 to 12
VERY STIFF	15 to 30	12 to 24
HARD	GREATER THAN 30	GREATER THAN 24

POND 1

NUMBER	DESCRIPTION	DATE	SCALE	AS NOTED	DATE	MARC E. NOVAK, Ph.D., P.E. P.E. LICENSE NUMBER 67431 TIERRA, INC. 7351 TEMPLE TERRACE HIGHWAY TAMPA, FLORIDA 33637	PUBLIC WORKS DEPARTMENT ENGINEERING SERVICES 1022 26th Avenue East Bradenton, FL 34208	POND SOIL SURVEY (1)	SHEET NO.	
			DESIGNED BY	BMG	06/2023					
			DRAWN BY	BMG	PROJECT NO.					
			CHECKED BY	MEN	6107860					GR-2



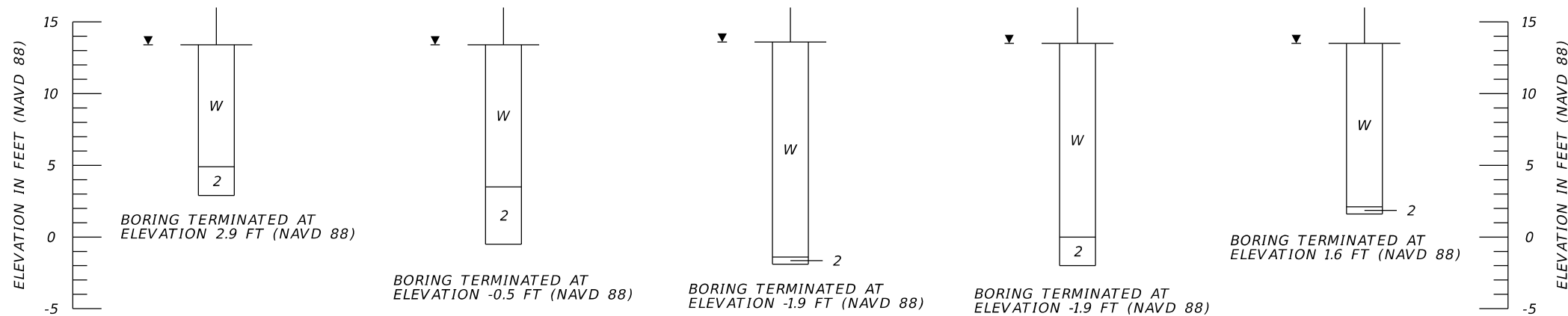
BORING LOCATION PLAN

LEGEND

- | | | |
|--|---------|--|
| 1. GRAY TO BROWN SAND TO SAND WITH SILT (A-3) | A-3 | AASHTO GROUP SYMBOL AS DETERMINED BY VISUAL REVIEW. |
| 2. GRAY TO LIGHT BROWN SILTY SAND (A-2-4) | N | NUMBERS TO THE LEFT OF BORINGS INDICATE SPT VALUE FOR 12 INCHES OF PENETRATION (UNLESS OTHERWISE NOTED). |
| 3. DARK GRAY TO DARK BROWN SAND TO SAND WITH SILT WITH TRACE ORGANICS (A-3) | 50/4 | NUMBER OF BLOWS FOR 4 INCHES OF PENETRATION |
| 4. DARK GRAY TO DARK BROWN ORGANIC SAND TO SAND WITH SILT (A-8) | HA | HAND AUGERED TO VERIFY UTILITY CLEARANCE |
| 5. GRAY TO BROWN CLAYEY SAND (A-2-6) | WH | SPLIT-SPOON SAMPLER ADVANCED UNDER WEIGHT OF ROD AND HAMMER |
| 6. GRAY TO BROWN TO GREEN CLAY TO SILT (A-4/A-6/A-7-5) | -200 | PERCENT PASSING #200 SIEVE |
| 7. DEBRIS: SOIL MIXED WITH VARIABLE AMOUNTS OF CONCRETE, BRICK, METAL, PLASTIC, ASPHALT, AND/OR WOOD | NMC | NATURAL MOISTURE CONTENT (%) |
| 8. GRAY TO BROWN SAND TO SAND WITH SILT (DISTURBED) (A-3) | LL | LIQUID LIMIT (%) |
| 9. GRAY TO LIGHT BROWN SILTY SAND (DISTURBED) (A-2-4) | PI | PLASTICITY INDEX (%) |
| 10. DARK GRAY TO DARK BROWN ORGANIC SILTY SAND (DISTURBED) (A-8) | OC | ORGANIC CONTENT (%) |
| 11. GRAY TO BROWN CLAYEY SAND (DISTURBED) (A-2-6) | NP | NON-PLASTIC |
| 12. GRAY TO BROWN TO GREEN CLAY (DISTURBED) (A-7-5/A-7-6) | NAVD 88 | NORTH AMERICAN VERTICAL DATUM OF 1988 |
| 13. GRAY TO BROWN TO GREEN CLAY (A-7-6) | ⊕ | APPROXIMATE AUGER BORING LOCATION |
| 14. WEATHERED LIMESTONE TO CALCAREOUS CLAY | ⊗ | APPROXIMATE SPT BORING LOCATION |
| | ■ | APPROXIMATE TEST PIT LOCATION |
| | ▽ | ESTIMATED SEASONAL HIGH GROUNDWATER TABLE |
| | ▼ | GROUNDWATER LEVEL ENCOUNTERED DURING FIELD EXPLORATIONS |
| | GNA | GROUNDWATER NOT APPARENT DUE TO THE INTRODUCTION OF DRILLING FLUID AT A DEPTH OF 10 FEET. |
| | GNE | GROUNDWATER NOT ENCOUNTERED |
| | R | HAND AUGER OR MECHANICAL BACK-HOE REFUSAL ON DEBRIS MATERIALS PREVENTING DEEPER EXPLORATION |
| | ⬇ | TEST PIT TERMINATED IN DEBRIS MATERIAL; DEBRIS CONTINUES DEEPER |
| | ⬅100 | LOSS OF CIRCULATION OF DRILLING FLUID (%) |
| | | CASING |

BOR #	PROBE-2	BOR #	PROBE-5	BOR #	PROBE-3	BOR #	PROBE-4	BOR #	PROBE-1
STA.	691+15	STA.	691+39	STA.	691+64	STA.	691+88	STA.	691+93
REF. Q	CONST. 31ST AVE	REF. Q	CONST. 31ST AVE	REF. Q	CONST. 31ST AVE	REF. Q	CONST. 31ST AVE	REF. Q	CONST. 31ST AVE
OFF.	102' RT.	OFF.	187' RT.	OFF.	147' RT.	OFF.	203' RT.	OFF.	88' RT.
ELEV.	13.4	ELEV.	13.4	ELEV.	13.6	ELEV.	13.5	ELEV.	13.5
DATE	1/24/2023	DATE	1/24/2023	DATE	1/24/2023	DATE	1/24/2023	DATE	1/24/2023

- NOTES:**
- THE LOCATIONS OF THE BORINGS WERE RECORDED IN THE FIELD BY TIERRA, INC. USING GARMIN ETREX HANDHELD GPS EQUIPMENT WITH A REPORTED ACCURACY OF ± 10 FEET. THE GPS COORDINATES RECORDED BY TIERRA WERE UTILIZED IN CONJUNCTION WITH DESIGN FILES TO OBTAIN STATION AND OFFSET. THEREFORE, THE BORING LOCATIONS SHOULD BE CONSIDERED APPROXIMATE. BORINGS DENOTED BY AN ASTERISK (*) WERE LOCATED BY THE PROJECT SURVEYOR.
 - STRATA 8 THROUGH 11 THROUGHOUT THE FPC AREA ARE NOT IN THEIR NATURAL STATE AND LIKELY WERE DEPOSITED WHEN THE DEBRIS MATERIALS WERE BURIED.



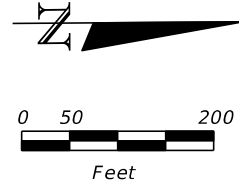
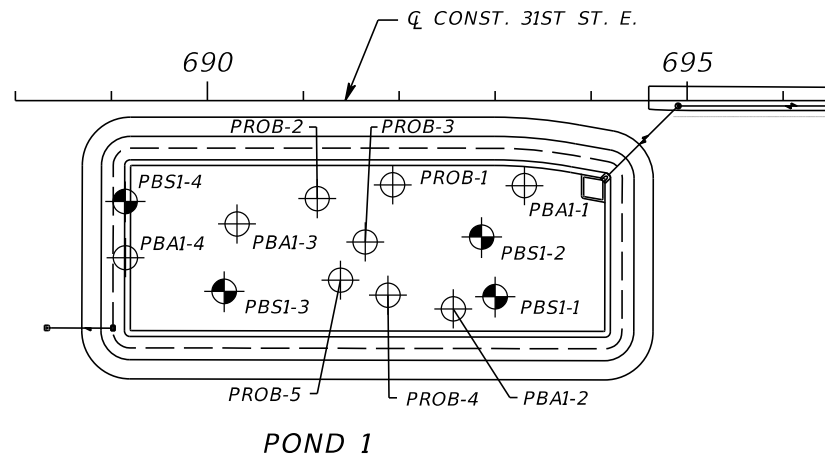
	SAFETY HAMMER	AUTOMATIC HAMMER
GRANULAR MATERIALS-RELATIVE DENSITY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY LOOSE	LESS THAN 4	LESS THAN 3
LOOSE	4 to 10	3 to 8
MEDIUM DENSE	10 to 30	8 to 24
DENSE	30 to 50	24 to 40
VERY DENSE	GREATER THAN 50	GREATER THAN 40
SILTS AND CLAYS CONSISTENCY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY SOFT	LESS THAN 2	LESS THAN 1
SOFT	2 to 4	1 to 3
FIRM	4 to 8	3 to 6
STIFF	8 to 15	6 to 12
VERY STIFF	15 to 30	12 to 24
HARD	GREATER THAN 30	GREATER THAN 24

POND 1

NUMBER	DESCRIPTION	DATE	SCALE	AS NOTED	DATE	MARC E. NOVAK, Ph.D., P.E. P.E. LICENSE NUMBER 67431 TIERRA, INC. 7351 TEMPLE TERRACE HIGHWAY TAMPA, FLORIDA 33637	PUBLIC WORKS DEPARTMENT ENGINEERING SERVICES 1022 26th Avenue East Bradenton, FL 34208	SHEET NO.	
			DESIGNED BY	BMG	06/2023			POND SOIL SURVEY (2)	
			DRAWN BY	BMG	PROJECT NO.				GR-3
			CHECKED BY	MEN	6107860				

LEGEND

- | | | |
|--|---------|--|
| 1. GRAY TO BROWN SAND TO SAND WITH SILT (A-3) | A-3 | AASHTO GROUP SYMBOL AS DETERMINED BY VISUAL REVIEW. |
| 2. GRAY TO LIGHT BROWN SILTY SAND (A-2-4) | N | NUMBERS TO THE LEFT OF BORINGS INDICATE SPT VALUE FOR 12 INCHES OF PENETRATION (UNLESS OTHERWISE NOTED). |
| 3. DARK GRAY TO DARK BROWN SAND TO SAND WITH SILT WITH TRACE ORGANICS (A-3) | 50/4 | NUMBER OF BLOWS FOR 4 INCHES OF PENETRATION |
| 4. DARK GRAY TO DARK BROWN ORGANIC SAND TO SAND WITH SILT (A-8) | HA | HAND AUGERED TO VERIFY UTILITY CLEARANCE |
| 5. GRAY TO BROWN CLAYEY SAND (A-2-6) | WH | SPLIT-SPOON SAMPLER ADVANCED UNDER WEIGHT OF ROD AND HAMMER |
| 6. GRAY TO BROWN TO GREEN CLAY TO SILT (A-4/A-6/A-7-5) | -200 | PERCENT PASSING #200 SIEVE |
| 7. DEBRIS: SOIL MIXED WITH VARIABLE AMOUNTS OF CONCRETE, BRICK, METAL, PLASTIC, ASPHALT, AND/OR WOOD | NMC | NATURAL MOISTURE CONTENT (%) |
| | LL | LIQUID LIMIT (%) |
| | PI | PLASTICITY INDEX (%) |
| | OC | ORGANIC CONTENT (%) |
| | NP | NON-PLASTIC |
| 8. GRAY TO BROWN SAND TO SAND WITH SILT (DISTURBED) (A-3) | NAVD 88 | NORTH AMERICAN VERTICAL DATUM OF 1988 |
| 9. GRAY TO LIGHT BROWN SILTY SAND (DISTURBED) (A-2-4) | ⊕ | APPROXIMATE AUGER BORING LOCATION |
| 10. DARK GRAY TO DARK BROWN ORGANIC SILTY SAND (DISTURBED) (A-8) | ⊗ | APPROXIMATE SPT BORING LOCATION |
| 11. GRAY TO BROWN CLAYEY SAND (DISTURBED) (A-2-6) | ⊠ | APPROXIMATE TEST PIT LOCATION |
| 12. GRAY TO BROWN TO GREEN CLAY (DISTURBED) (A-7-5/A-7-6) | ▽ | ESTIMATED SEASONAL HIGH GROUNDWATER TABLE |
| 13. GRAY TO BROWN TO GREEN CLAY (A-7-6) | ▼ | GROUNDWATER LEVEL ENCOUNTERED DURING FIELD EXPLORATIONS |
| 14. WEATHERED LIMESTONE TO CALCAREOUS CLAY | GNA | GROUNDWATER NOT APPARENT DUE TO THE INTRODUCTION OF DRILLING FLUID AT A DEPTH OF 10 FEET. |
| | GNE | GROUNDWATER NOT ENCOUNTERED |
| | R | HAND AUGER OR MECHANICAL BACK-HOE REFUSAL ON DEBRIS MATERIALS PREVENTING DEEPER EXPLORATION |
| | ↓ | TEST PIT TERMINATED IN DEBRIS MATERIAL; DEBRIS CONTINUES DEEPER |
| | ⊕700 | LOSS OF CIRCULATION OF DRILLING FLUID (%) |
| | | CASING |



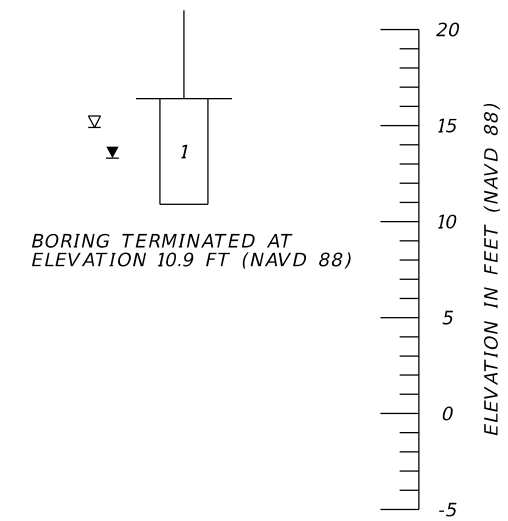
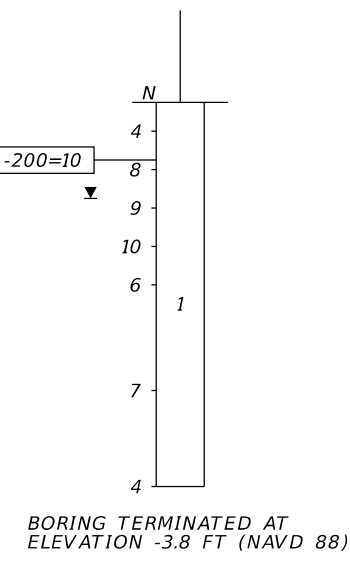
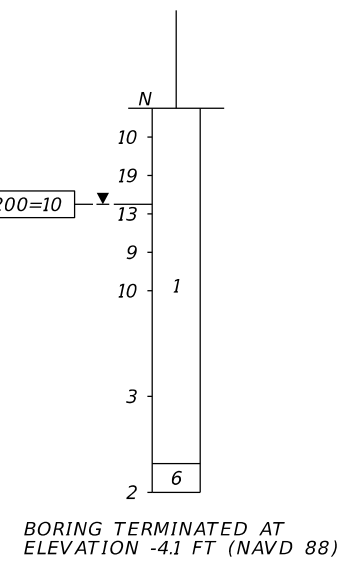
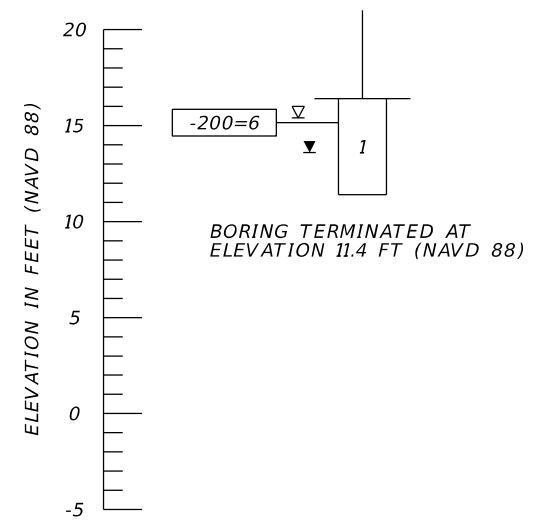
BORING LOCATION PLAN

BOR # PBAI-2*
 STA. 692+56
 REF. Q CONST. 31ST AVE
 OFF. 217' RT.
 ELEV. 16.4
 DATE 1/24/2023

BOR # PBSI-2
 STA. 692+86
 REF. Q CONST. 31ST AVE
 OFF. 142' RT.
 ELEV. 15.9
 DATE 2/7/2023
 DRILLER J. SHAW
 HAMMER AUTOMATIC RIG D-25

BOR # PBSI-1
 STA. 693+00
 REF. Q CONST. 31ST AVE
 OFF. 204' RT.
 ELEV. 16.2
 DATE 2/7/2023
 DRILLER J. SHAW
 HAMMER AUTOMATIC RIG D-25

BOR # PBAI-1*
 STA. 693+30
 REF. Q CONST. 31ST AVE
 OFF. 88' RT.
 ELEV. 16.4
 DATE 1/24/2023



NOTES:
 1. THE LOCATIONS OF THE BORINGS WERE RECORDED IN THE FIELD BY TIERRA, INC. USING GARMIN ETREX HANDHELD GPS EQUIPMENT WITH A REPORTED ACCURACY OF ± 10 FEET. THE GPS COORDINATES RECORDED BY TIERRA WERE UTILIZED IN CONJUNCTION WITH DESIGN FILES TO OBTAIN STATION AND OFFSET. THEREFORE, THE BORING LOCATIONS SHOULD BE CONSIDERED APPROXIMATE. BORINGS DENOTED BY AN ASTERISK (*) WERE LOCATED BY THE PROJECT SURVEYOR.
 2. STRATA 8 THROUGH 11 THROUGHOUT THE FPC AREA ARE NOT IN THEIR NATURAL STATE AND LIKELY WERE DEPOSITED WHEN THE DEBRIS MATERIALS WERE BURIED.

	SAFETY HAMMER	AUTOMATIC HAMMER
GRANULAR MATERIALS-RELATIVE DENSITY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY LOOSE	LESS THAN 4	LESS THAN 3
LOOSE	4 to 10	3 to 8
MEDIUM DENSE	10 to 30	8 to 24
DENSE	30 to 50	24 to 40
VERY DENSE	GREATER THAN 50	GREATER THAN 40
SILTS AND CLAYS CONSISTENCY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY SOFT	LESS THAN 2	LESS THAN 1
SOFT	2 to 4	1 to 3
FIRM	4 to 8	3 to 6
STIFF	8 to 15	6 to 12
VERY STIFF	15 to 30	12 to 24
HARD	GREATER THAN 30	GREATER THAN 24

POND 1

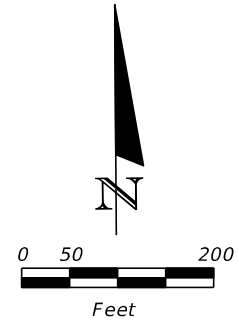
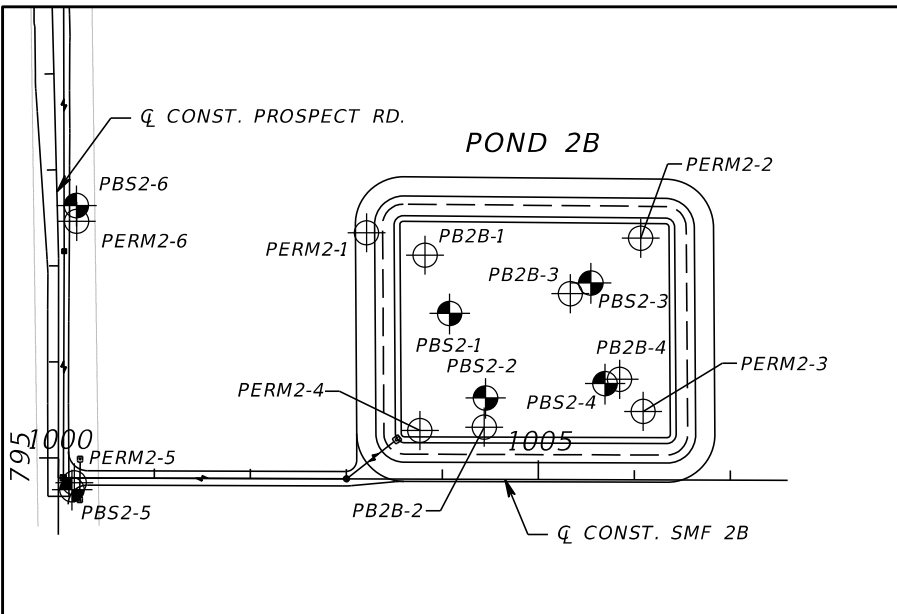
NUMBER	DESCRIPTION	DATE	SCALE	AS NOTED	DATE
			DESIGNED BY	BMG	06/2023
			DRAWN BY	BMG	PROJECT NO.
			CHECKED BY	MEN	6107860

MARC E. NOVAK, Ph.D., P.E.
 P.E. LICENSE NUMBER 67431
 TIERRA, INC.
 7351 TEMPLE TERRACE HIGHWAY
 TAMPA, FLORIDA 33637



POND SOIL SURVEY (3)

SHEET NO.
 GR-4



LEGEND

- | | | |
|--|---------|--|
| 1. GRAY TO BROWN SAND TO SAND WITH SILT (A-3) | A-3 | AASHTO GROUP SYMBOL AS DETERMINED BY VISUAL REVIEW. |
| 2. GRAY TO LIGHT BROWN SILTY SAND (A-2-4) | N | NUMBERS TO THE LEFT OF BORINGS INDICATE SPT VALUE FOR 12 INCHES OF PENETRATION (UNLESS OTHERWISE NOTED). |
| 3. DARK GRAY TO DARK BROWN SAND TO SAND WITH SILT WITH TRACE ORGANICS (A-3) | 50/4 | NUMBER OF BLOWS FOR 4 INCHES OF PENETRATION |
| 4. DARK GRAY TO DARK BROWN ORGANIC SAND TO SAND WITH SILT (A-8) | HA | HAND AUGERED TO VERIFY UTILITY CLEARANCE |
| 5. GRAY TO BROWN CLAYEY SAND (A-2-6) | WH | SPLIT-SPOON SAMPLER ADVANCED UNDER WEIGHT OF ROD AND HAMMER |
| 6. GRAY TO BROWN TO GREEN CLAY TO SILT (A-4/A-6/A-7-5) | -200 | PERCENT PASSING #200 SIEVE |
| 7. DEBRIS: SOIL MIXED WITH VARIABLE AMOUNTS OF CONCRETE, BRICK, METAL, PLASTIC, ASPHALT, AND/OR WOOD | NMC | NATURAL MOISTURE CONTENT (%) |
| | LL | LIQUID LIMIT (%) |
| | PI | PLASTICITY INDEX (%) |
| | OC | ORGANIC CONTENT (%) |
| | NP | NON-PLASTIC |
| 8. GRAY TO BROWN SAND TO SAND WITH SILT (DISTURBED) (A-3) | NAVD 88 | NORTH AMERICAN VERTICAL DATUM OF 1988 |
| 9. GRAY TO LIGHT BROWN SILTY SAND (DISTURBED) (A-2-4) | ⊕ | APPROXIMATE AUGER BORING LOCATION |
| 10. DARK GRAY TO DARK BROWN ORGANIC SILTY SAND (DISTURBED) (A-8) | ⊙ | APPROXIMATE SPT BORING LOCATION |
| 11. GRAY TO BROWN CLAYEY SAND (DISTURBED) (A-2-6) | ■ | APPROXIMATE TEST PIT LOCATION |
| 12. GRAY TO BROWN TO GREEN CLAY (DISTURBED) (A-7-5/A-7-6) | ▽ | ESTIMATED SEASONAL HIGH GROUNDWATER TABLE |
| 13. GRAY TO BROWN TO GREEN CLAY (A-7-6) | ▼ | GROUNDWATER LEVEL ENCOUNTERED DURING FIELD EXPLORATIONS |
| 14. WEATHERED LIMESTONE TO CALCAREOUS CLAY | GNA | GROUNDWATER NOT APPARENT DUE TO THE INTRODUCTION OF DRILLING FLUID AT A DEPTH OF 10 FEET. |
| | GNE | GROUNDWATER NOT ENCOUNTERED |
| | R | HAND AUGER OR MECHANICAL BACK-HOE REFUSAL ON DEBRIS MATERIALS PREVENTING DEEPER EXPLORATION |
| | ⬇ | TEST PIT TERMINATED IN DEBRIS MATERIAL; DEBRIS CONTINUES DEEPER |
| | ⬅700 | LOSS OF CIRCULATION OF DRILLING FLUID (%) |
| | | CASING |

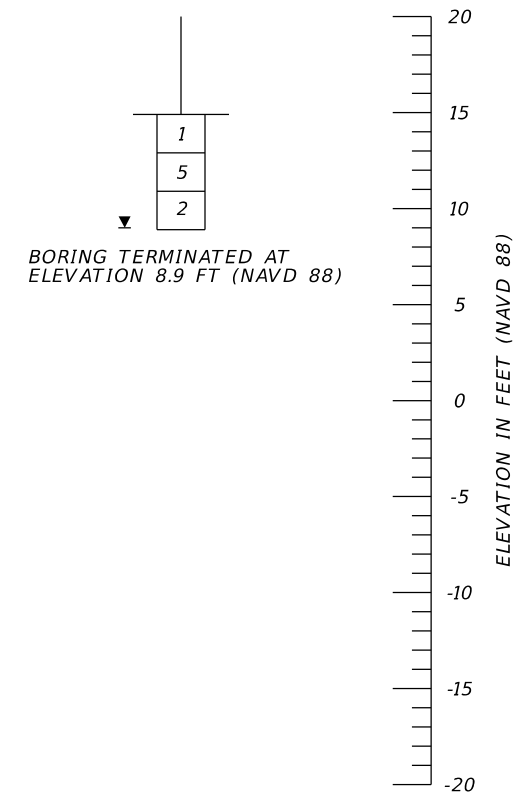
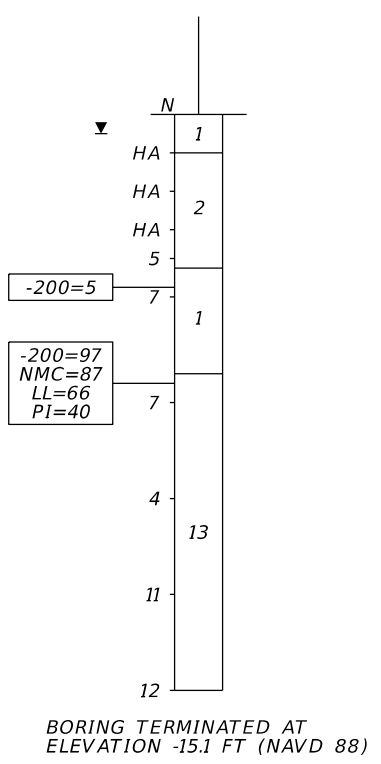
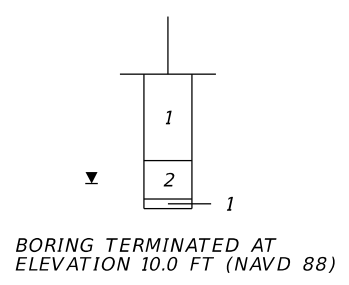
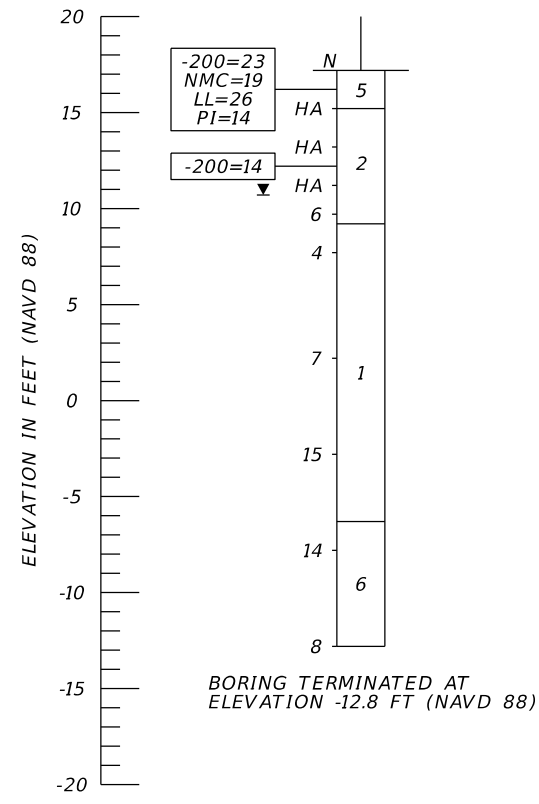
BORING LOCATION PLAN

BOR # PBS2-5
 STA. 1000+14
 REF. Q CONST. SMF 2B
 OFF. 12' RT.
 ELEV. 17.2
 DATE 5/1/2023
 DRILLER C. VIRGEN
 HAMMER AUTOMATIC
 RIG D-25

BOR # PERM2-5
 STA. 1000+16
 REF. Q CONST. SMF 2B
 OFF. 5' RT.
 ELEV. 17.0
 DATE 3/21/2023

BOR # PBS2-6
 STA. 1000+18
 REF. Q CONST. SMF 2B
 OFF. 284' LT.
 ELEV. 14.9
 DATE 5/1/2023
 DRILLER C. VIRGEN
 HAMMER AUTOMATIC
 RIG D-25

BOR # PERM2-6
 STA. 1000+18
 REF. Q CONST. SMF 2B
 OFF. 267' LT.
 ELEV. 14.9
 DATE 3/21/2023



NOTES:
 1. THE LOCATIONS OF THE BORINGS WERE RECORDED IN THE FIELD BY TIERRA, INC. USING GARMIN ETREX HANDHELD GPS EQUIPMENT WITH A REPORTED ACCURACY OF ± 10 FEET. THE GPS COORDINATES RECORDED BY TIERRA WERE UTILIZED IN CONJUNCTION WITH DESIGN FILES TO OBTAIN STATION AND OFFSET. THEREFORE, THE BORING LOCATIONS SHOULD BE CONSIDERED APPROXIMATE. BORINGS DENOTED BY AN ASTERISK (*) WERE LOCATED BY THE PROJECT SURVEYOR.
 2. STRATA 8 THROUGH 11 THROUGHOUT THE FPC AREA ARE NOT IN THEIR NATURAL STATE AND LIKELY WERE DEPOSITED WHEN THE DEBRIS MATERIALS WERE BURIED.

	SAFETY HAMMER	AUTOMATIC HAMMER
GRANULAR MATERIALS-RELATIVE DENSITY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY LOOSE	LESS THAN 4	LESS THAN 3
LOOSE	4 to 10	3 to 8
MEDIUM DENSE	10 to 30	8 to 24
DENSE	30 to 50	24 to 40
VERY DENSE	GREATER THAN 50	GREATER THAN 40
SILTS AND CLAYS CONSISTENCY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY SOFT	LESS THAN 2	LESS THAN 1
SOFT	2 to 4	1 to 3
FIRM	4 to 8	3 to 6
STIFF	8 to 15	6 to 12
VERY STIFF	15 to 30	12 to 24
HARD	GREATER THAN 30	GREATER THAN 24

POND 2B

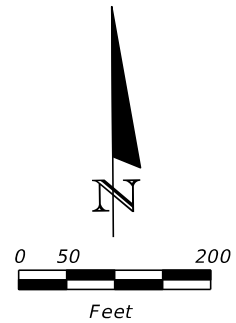
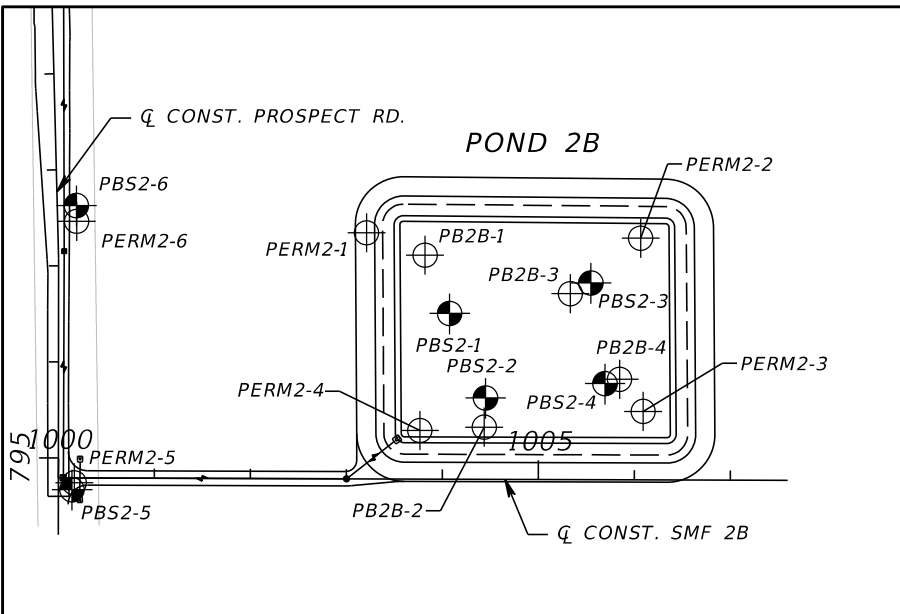
NUMBER	DESCRIPTION	DATE	SCALE	AS NOTED	DATE
			DESIGNED BY	BMG	06/2023
			DRAWN BY	BMG	PROJECT NO.
			CHECKED BY	MEN	6107860

MARC E. NOVAK, Ph.D., P.E.
 P.E. LICENSE NUMBER 67431
 TIERRA, INC.
 7351 TEMPLE TERRACE HIGHWAY
 TAMPA, FLORIDA 33637

PUBLIC WORKS DEPARTMENT
 ENGINEERING SERVICES
 1022 26th Avenue East
 Bradenton, FL 34208

POND SOIL SURVEY (4)

SHEET NO.
 GR-5



LEGEND

- | | | |
|--|---------|--|
| 1. GRAY TO BROWN SAND TO SAND WITH SILT (A-3) | A-3 | AASHTO GROUP SYMBOL AS DETERMINED BY VISUAL REVIEW. |
| 2. GRAY TO LIGHT BROWN SILTY SAND (A-2-4) | N | NUMBERS TO THE LEFT OF BORINGS INDICATE SPT VALUE FOR 12 INCHES OF PENETRATION (UNLESS OTHERWISE NOTED). |
| 3. DARK GRAY TO DARK BROWN SAND TO SAND WITH SILT WITH TRACE ORGANICS (A-3) | 50/4 | NUMBER OF BLOWS FOR 4 INCHES OF PENETRATION |
| 4. DARK GRAY TO DARK BROWN ORGANIC SAND TO SAND WITH SILT (A-8) | HA | HAND AUGERED TO VERIFY UTILITY CLEARANCE |
| 5. GRAY TO BROWN CLAYEY SAND (A-2-6) | WH | SPLIT-SPOON SAMPLER ADVANCED UNDER WEIGHT OF ROD AND HAMMER |
| 6. GRAY TO BROWN TO GREEN CLAY TO SILT (A-4/A-6/A-7-5) | -200 | PERCENT PASSING #200 SIEVE |
| 7. DEBRIS: SOIL MIXED WITH VARIABLE AMOUNTS OF CONCRETE, BRICK, METAL, PLASTIC, ASPHALT, AND/OR WOOD | NMC | NATURAL MOISTURE CONTENT (%) |
| 8. GRAY TO BROWN SAND TO SAND WITH SILT (DISTURBED) (A-3) | LL | LIQUID LIMIT (%) |
| 9. GRAY TO LIGHT BROWN SILTY SAND (DISTURBED) (A-2-4) | PI | PLASTICITY INDEX (%) |
| 10. DARK GRAY TO DARK BROWN ORGANIC SILTY SAND (DISTURBED) (A-8) | OC | ORGANIC CONTENT (%) |
| 11. GRAY TO BROWN CLAYEY SAND (DISTURBED) (A-2-6) | NP | NON-PLASTIC |
| 12. GRAY TO BROWN TO GREEN CLAY (DISTURBED) (A-7-5/A-7-6) | NAVD 88 | NORTH AMERICAN VERTICAL DATUM OF 1988 |
| 13. GRAY TO BROWN TO GREEN CLAY (A-7-6) | ⊕ | APPROXIMATE AUGER BORING LOCATION |
| 14. WEATHERED LIMESTONE TO CALCAREOUS CLAY | ⊙ | APPROXIMATE SPT BORING LOCATION |
| | ■ | APPROXIMATE TEST PIT LOCATION |
| | ▽ | ESTIMATED SEASONAL HIGH GROUNDWATER TABLE |
| | ▼ | GROUNDWATER LEVEL ENCOUNTERED DURING FIELD EXPLORATIONS |
| | GNA | GROUNDWATER NOT APPARENT DUE TO THE INTRODUCTION OF DRILLING FLUID AT A DEPTH OF 10 FEET. |
| | GNE | GROUNDWATER NOT ENCOUNTERED |
| | R | HAND AUGER OR MECHANICAL BACK-HOE REFUSAL ON DEBRIS MATERIALS PREVENTING DEEPER EXPLORATION |
| | ⬇ | TEST PIT TERMINATED IN DEBRIS MATERIAL; DEBRIS CONTINUES DEEPER |
| | ⬅700 | LOSS OF CIRCULATION OF DRILLING FLUID (%) |
| | | CASING |

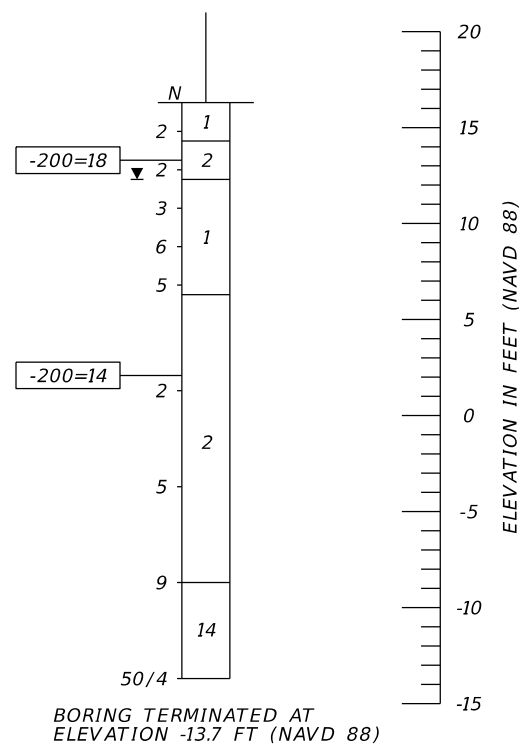
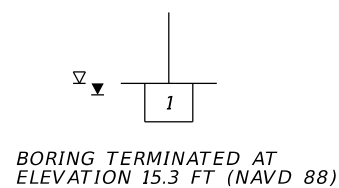
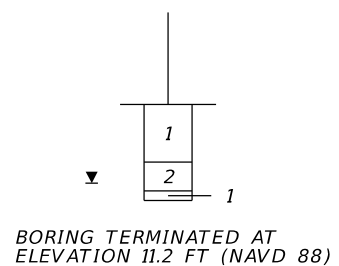
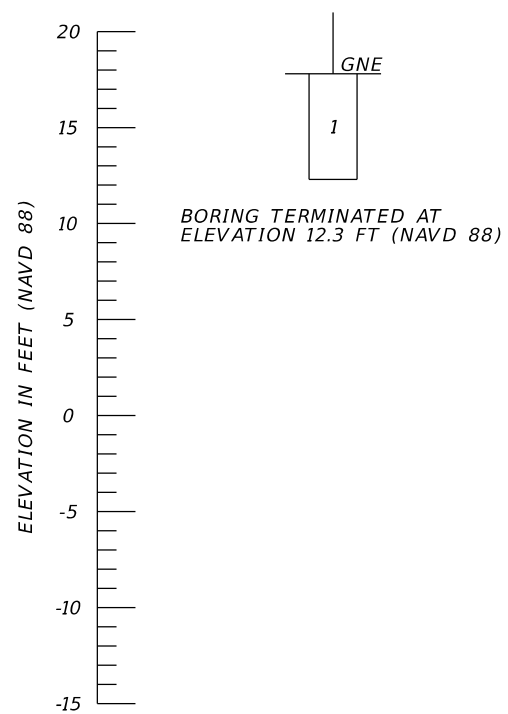
BORING LOCATION PLAN

BOR # PERM2-1
 STA. 1003+20
 REF. Q CONST. SMF 2B
 OFF. 256' LT.
 ELEV. 17.8
 DATE 3/20/2023

BOR # PERM2-4
 STA. 1003+76
 REF. Q CONST. SMF 2B
 OFF. 51' LT.
 ELEV. 16.2
 DATE 3/20/2023

BOR # PB2B-1*
 STA. 1003+81
 REF. Q CONST. SMF 2B
 OFF. 233' LT.
 ELEV. 17.3
 DATE 9/22/2022

BOR # PBS2-1
 STA. 1004+07
 REF. Q CONST. SMF 2B
 OFF. 173' LT.
 ELEV. 16.3
 DATE 3/10/2023
 DRILLER M. ATKINSON
 HAMMER AUTOMATIC
 RIG D-25



- NOTES:**
- THE LOCATIONS OF THE BORINGS WERE RECORDED IN THE FIELD BY TIERRA, INC. USING GARMIN ETREX HANDHELD GPS EQUIPMENT WITH A REPORTED ACCURACY OF ± 10 FEET. THE GPS COORDINATES RECORDED BY TIERRA WERE UTILIZED IN CONJUNCTION WITH DESIGN FILES TO OBTAIN STATION AND OFFSET. THEREFORE, THE BORING LOCATIONS SHOULD BE CONSIDERED APPROXIMATE. BORINGS DENOTED BY AN ASTERISK (*) WERE LOCATED BY THE PROJECT SURVEYOR.
 - STRATA 8 THROUGH 11 THROUGHOUT THE FPC AREA ARE NOT IN THEIR NATURAL STATE AND LIKELY WERE DEPOSITED WHEN THE DEBRIS MATERIALS WERE BURIED.

	SAFETY HAMMER	AUTOMATIC HAMMER
GRANULAR MATERIALS-RELATIVE DENSITY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY LOOSE	LESS THAN 4	LESS THAN 3
LOOSE	4 to 10	3 to 8
MEDIUM DENSE	10 to 30	8 to 24
DENSE	30 to 50	24 to 40
VERY DENSE	GREATER THAN 50	GREATER THAN 40
SILTS AND CLAYS CONSISTENCY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY SOFT	LESS THAN 2	LESS THAN 1
SOFT	2 to 4	1 to 3
FIRM	4 to 8	3 to 6
STIFF	8 to 15	6 to 12
VERY STIFF	15 to 30	12 to 24
HARD	GREATER THAN 30	GREATER THAN 24

POND 2B

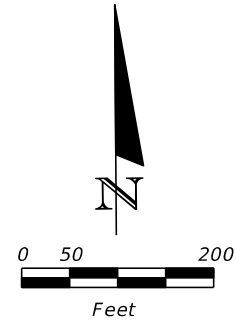
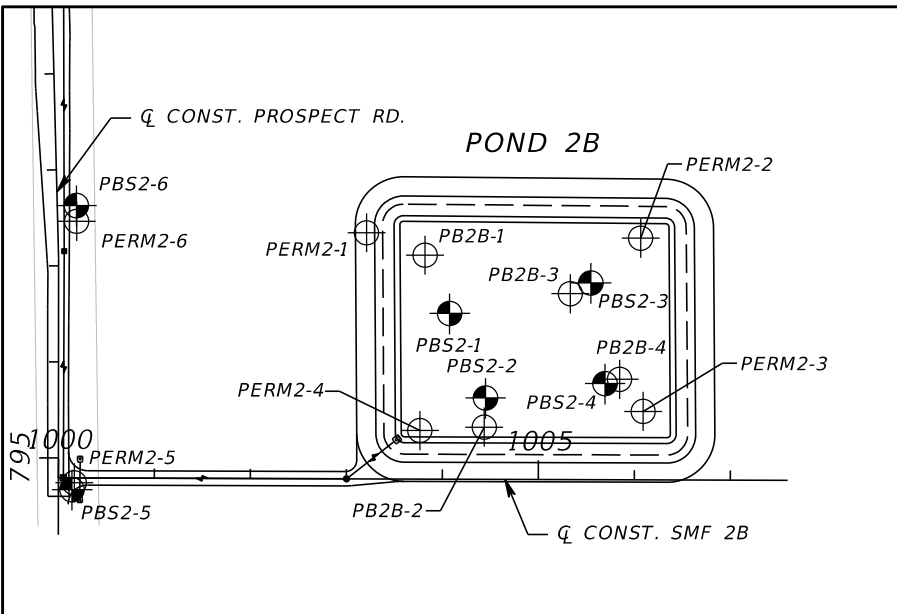
NUMBER	DESCRIPTION	DATE	SCALE	AS NOTED	DATE
			DESIGNED BY	BMG	06/2023
			DRAWN BY	BMG	PROJECT NO.
			CHECKED BY	MEN	6107860

MARC E. NOVAK, Ph.D., P.E.
 P.E. LICENSE NUMBER 67431
 TIERRA, INC.
 7351 TEMPLE TERRACE HIGHWAY
 TAMPA, FLORIDA 33637

PUBLIC WORKS DEPARTMENT
ENGINEERING SERVICES
 1022 26th Avenue East
 Bradenton, FL 34208

POND SOIL SURVEY (5)

SHEET NO.
GR-6



LEGEND

- | | | |
|--|---------|--|
| 1. GRAY TO BROWN SAND TO SAND WITH SILT (A-3) | A-3 | AASHTO GROUP SYMBOL AS DETERMINED BY VISUAL REVIEW. |
| 2. GRAY TO LIGHT BROWN SILTY SAND (A-2-4) | N | NUMBERS TO THE LEFT OF BORINGS INDICATE SPT VALUE FOR 12 INCHES OF PENETRATION (UNLESS OTHERWISE NOTED). |
| 3. DARK GRAY TO DARK BROWN SAND TO SAND WITH SILT WITH TRACE ORGANICS (A-3) | 50/4 | NUMBER OF BLOWS FOR 4 INCHES OF PENETRATION |
| 4. DARK GRAY TO DARK BROWN ORGANIC SAND TO SAND WITH SILT (A-8) | HA | HAND AUGERED TO VERIFY UTILITY CLEARANCE |
| 5. GRAY TO BROWN CLAYEY SAND (A-2-6) | WH | SPLIT-SPOON SAMPLER ADVANCED UNDER WEIGHT OF ROD AND HAMMER |
| 6. GRAY TO BROWN TO GREEN CLAY TO SILT (A-4/A-6/A-7-5) | -200 | PERCENT PASSING #200 SIEVE |
| 7. DEBRIS: SOIL MIXED WITH VARIABLE AMOUNTS OF CONCRETE, BRICK, METAL, PLASTIC, ASPHALT, AND/OR WOOD | NMC | NATURAL MOISTURE CONTENT (%) |
| 8. GRAY TO BROWN SAND TO SAND WITH SILT (DISTURBED) (A-3) | LL | LIQUID LIMIT (%) |
| 9. GRAY TO LIGHT BROWN SILTY SAND (DISTURBED) (A-2-4) | PI | PLASTICITY INDEX (%) |
| 10. DARK GRAY TO DARK BROWN ORGANIC SILTY SAND (DISTURBED) (A-8) | OC | ORGANIC CONTENT (%) |
| 11. GRAY TO BROWN CLAYEY SAND (DISTURBED) (A-2-6) | NP | NON-PLASTIC |
| 12. GRAY TO BROWN TO GREEN CLAY (DISTURBED) (A-7-5/A-7-6) | NAVD 88 | NORTH AMERICAN VERTICAL DATUM OF 1988 |
| 13. GRAY TO BROWN TO GREEN CLAY (A-7-6) | ⊕ | APPROXIMATE AUGER BORING LOCATION |
| 14. WEATHERED LIMESTONE TO CALCAREOUS CLAY | ⊙ | APPROXIMATE SPT BORING LOCATION |
| | ■ | APPROXIMATE TEST PIT LOCATION |
| | ▽ | ESTIMATED SEASONAL HIGH GROUNDWATER TABLE |
| | ▼ | GROUNDWATER LEVEL ENCOUNTERED DURING FIELD EXPLORATIONS |
| | GNA | GROUNDWATER NOT APPARENT DUE TO THE INTRODUCTION OF DRILLING FLUID AT A DEPTH OF 10 FEET. |
| | GNE | GROUNDWATER NOT ENCOUNTERED |
| | R | HAND AUGER OR MECHANICAL BACK-HOE REFUSAL ON DEBRIS MATERIALS PREVENTING DEEPER EXPLORATION |
| | ⬇ | TEST PIT TERMINATED IN DEBRIS MATERIAL; DEBRIS CONTINUES DEEPER |
| | ⬇100 | LOSS OF CIRCULATION OF DRILLING FLUID (%) |
| | | CASING |

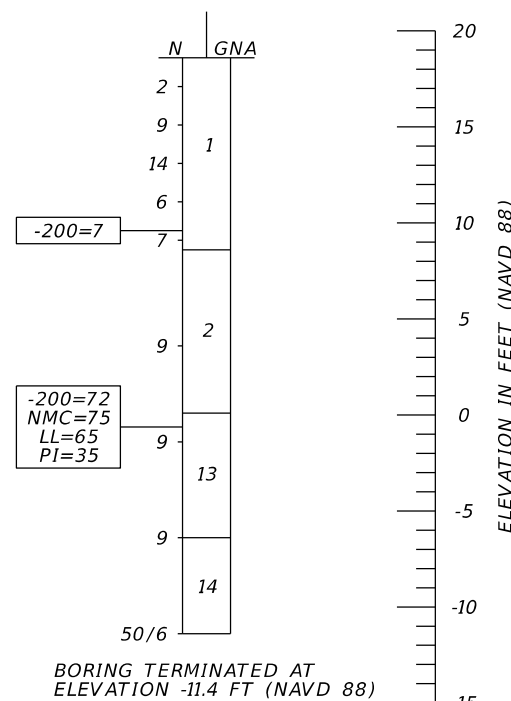
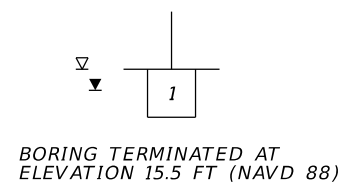
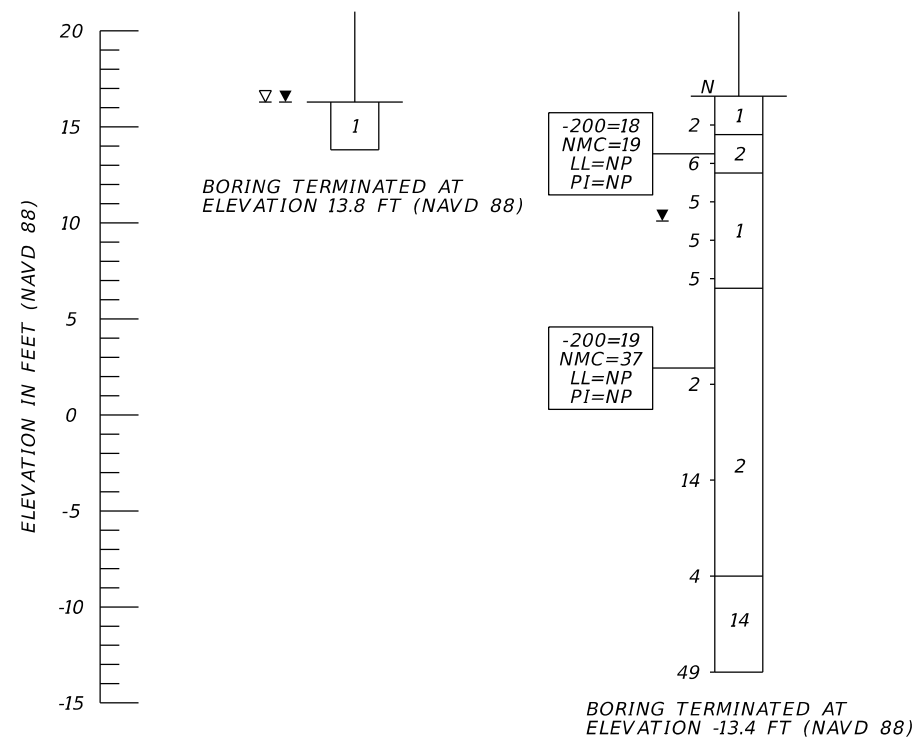
BORING LOCATION PLAN

BOR # PB2B-2*
 STA. 1004+44
 REF. CL CONST. SMF 2B
 OFF. 54' LT.
 ELEV. 16.3
 DATE 9/22/2022

BOR # PBS2-2
 STA. 1004+45
 REF. CL CONST. SMF 2B
 OFF. 85' LT.
 ELEV. 16.6
 DATE 3/10/2023
 DRILLER M. ATKINSON
 HAMMER AUTOMATIC
 RIG D-25

BOR # PB2B-3*
 STA. 1005+33
 REF. CL CONST. SMF 2B
 OFF. 194' LT.
 ELEV. 18.0
 DATE 9/22/2022

BOR # PBS2-3
 STA. 1005+54
 REF. CL CONST. SMF 2B
 OFF. 205' LT.
 ELEV. 18.6
 DATE 3/10/2023
 DRILLER M. ATKINSON
 HAMMER AUTOMATIC
 RIG D-25



- NOTES:
- THE LOCATIONS OF THE BORINGS WERE RECORDED IN THE FIELD BY TIERRA, INC. USING GARMIN ETREX HANDHELD GPS EQUIPMENT WITH A REPORTED ACCURACY OF ± 10 FEET. THE GPS COORDINATES RECORDED BY TIERRA WERE UTILIZED IN CONJUNCTION WITH DESIGN FILES TO OBTAIN STATION AND OFFSET. THEREFORE, THE BORING LOCATIONS SHOULD BE CONSIDERED APPROXIMATE. BORINGS DENOTED BY AN ASTERISK (*) WERE LOCATED BY THE PROJECT SURVEYOR.
 - STRATA 8 THROUGH 11 THROUGHOUT THE FPC AREA ARE NOT IN THEIR NATURAL STATE AND LIKELY WERE DEPOSITED WHEN THE DEBRIS MATERIALS WERE BURIED.

	SAFETY HAMMER	AUTOMATIC HAMMER
GRANULAR MATERIALS-RELATIVE DENSITY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY LOOSE	LESS THAN 4	LESS THAN 3
LOOSE	4 to 10	3 to 8
MEDIUM DENSE	10 to 30	8 to 24
DENSE	30 to 50	24 to 40
VERY DENSE	GREATER THAN 50	GREATER THAN 40
SILTS AND CLAYS CONSISTENCY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY SOFT	LESS THAN 2	LESS THAN 1
SOFT	2 to 4	1 to 3
FIRM	4 to 8	3 to 6
STIFF	8 to 15	6 to 12
VERY STIFF	15 to 30	12 to 24
HARD	GREATER THAN 30	GREATER THAN 24

POND 2B

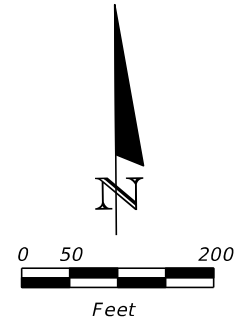
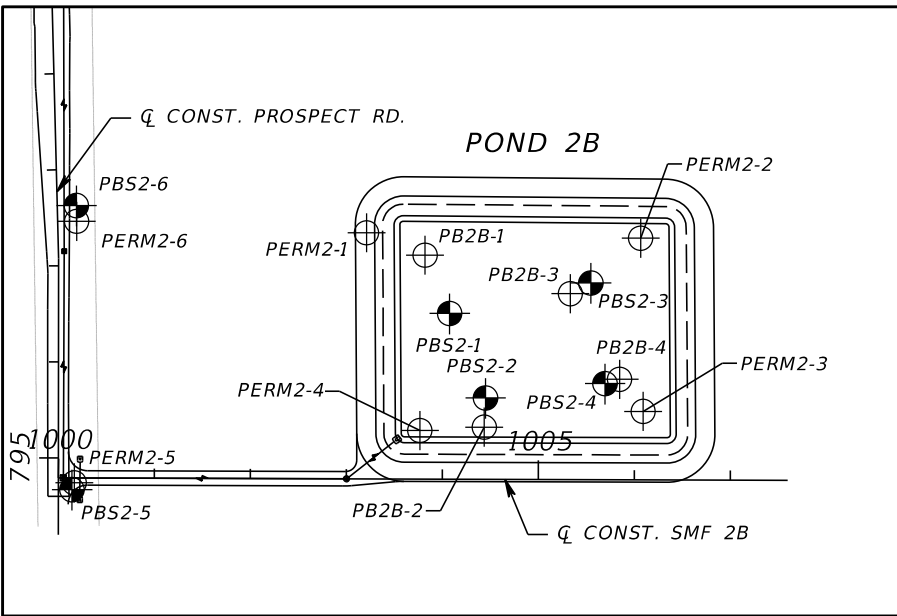
NUMBER	DESCRIPTION	DATE	SCALE	AS NOTED	DATE
			DESIGNED BY	BMG	06/2023
			DRAWN BY	BMG	PROJECT NO.
			CHECKED BY	MEN	6107860

MARC E. NOVAK, Ph.D., P.E.
 P.E. LICENSE NUMBER 67431
 TIERRA, INC.
 7351 TEMPLE TERRACE HIGHWAY
 TAMPA, FLORIDA 33637

PUBLIC WORKS DEPARTMENT
 ENGINEERING SERVICES
 1022 26th Avenue East
 Bradenton, FL 34208

POND SOIL SURVEY (6)

SHEET NO.
 GR-7



LEGEND

- | | | |
|--|---------|--|
| 1. GRAY TO BROWN SAND TO SAND WITH SILT (A-3) | A-3 | AASHTO GROUP SYMBOL AS DETERMINED BY VISUAL REVIEW. |
| 2. GRAY TO LIGHT BROWN SILTY SAND (A-2-4) | N | NUMBERS TO THE LEFT OF BORINGS INDICATE SPT VALUE FOR 12 INCHES OF PENETRATION (UNLESS OTHERWISE NOTED). |
| 3. DARK GRAY TO DARK BROWN SAND TO SAND WITH SILT WITH TRACE ORGANICS (A-3) | 50/4 | NUMBER OF BLOWS FOR 4 INCHES OF PENETRATION |
| 4. DARK GRAY TO DARK BROWN ORGANIC SAND TO SAND WITH SILT (A-8) | HA | HAND AUGERED TO VERIFY UTILITY CLEARANCE |
| 5. GRAY TO BROWN CLAYEY SAND (A-2-6) | WH | SPLIT-SPOON SAMPLER ADVANCED UNDER WEIGHT OF ROD AND HAMMER |
| 6. GRAY TO BROWN TO GREEN CLAY TO SILT (A-4/A-6/A-7-5) | -200 | PERCENT PASSING #200 SIEVE |
| 7. DEBRIS: SOIL MIXED WITH VARIABLE AMOUNTS OF CONCRETE, BRICK, METAL, PLASTIC, ASPHALT, AND/OR WOOD | NMC | NATURAL MOISTURE CONTENT (%) |
| 8. GRAY TO BROWN SAND TO SAND WITH SILT (DISTURBED) (A-3) | LL | LIQUID LIMIT (%) |
| 9. GRAY TO LIGHT BROWN SILTY SAND (DISTURBED) (A-2-4) | PI | PLASTICITY INDEX (%) |
| 10. DARK GRAY TO DARK BROWN ORGANIC SILTY SAND (DISTURBED) (A-8) | OC | ORGANIC CONTENT (%) |
| 11. GRAY TO BROWN CLAYEY SAND (DISTURBED) (A-2-6) | NP | NON-PLASTIC |
| 12. GRAY TO BROWN TO GREEN CLAY (DISTURBED) (A-7-5/A-7-6) | NAVD 88 | NORTH AMERICAN VERTICAL DATUM OF 1988 |
| 13. GRAY TO BROWN TO GREEN CLAY (A-7-6) | ⊕ | APPROXIMATE AUGER BORING LOCATION |
| 14. WEATHERED LIMESTONE TO CALCAREOUS CLAY | ⊙ | APPROXIMATE SPT BORING LOCATION |
| | ■ | APPROXIMATE TEST PIT LOCATION |
| | ▽ | ESTIMATED SEASONAL HIGH GROUNDWATER TABLE |
| | ▼ | GROUNDWATER LEVEL ENCOUNTERED DURING FIELD EXPLORATIONS |
| | GNA | GROUNDWATER NOT APPARENT DUE TO THE INTRODUCTION OF DRILLING FLUID AT A DEPTH OF 10 FEET. |
| | GNE | GROUNDWATER NOT ENCOUNTERED |
| | R | HAND AUGER OR MECHANICAL BACK-HOE REFUSAL ON DEBRIS MATERIALS PREVENTING DEEPER EXPLORATION |
| | ⬇ | TEST PIT TERMINATED IN DEBRIS MATERIAL; DEBRIS CONTINUES DEEPER |
| | ⬅100 | LOSS OF CIRCULATION OF DRILLING FLUID (%) |
| | | CASING |

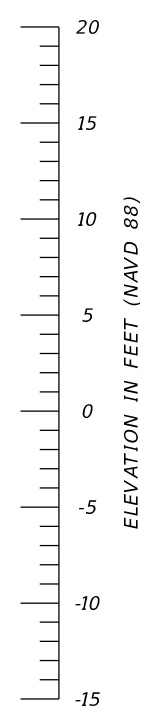
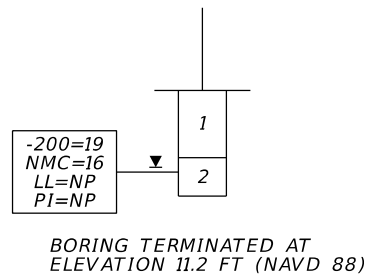
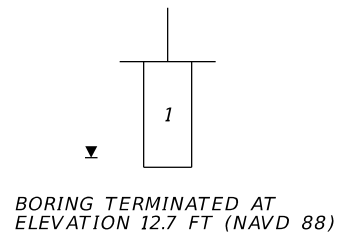
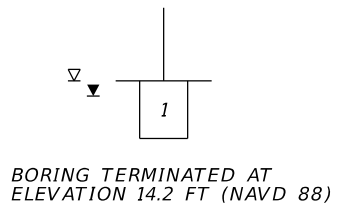
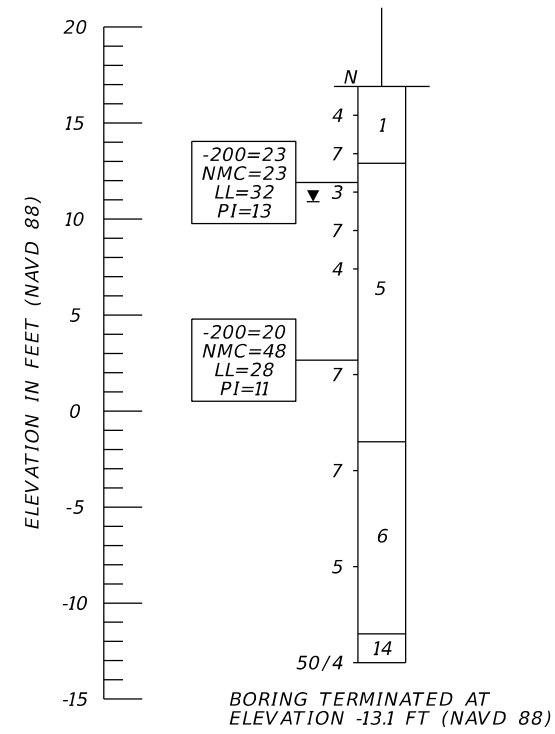
BORING LOCATION PLAN

BOR # PBS2-4
 STA. 1005+69
 REF. ϕ CONST. SMF 2B
 OFF. 100' LT.
 ELEV. 16.9
 DATE 3/10/2023
 DRILLER M. ATKINSON
 HAMMER AUTOMATIC
 RIG D-25

BOR # PB2B-4*
 STA. 1005+84
 REF. ϕ CONST. SMF 2B
 OFF. 104' LT.
 ELEV. 17.2
 DATE 9/22/2022

BOR # PERM2-2
 STA. 1006+06
 REF. ϕ CONST. SMF 2B
 OFF. 252' LT.
 ELEV. 18.2
 DATE 3/20/2023

BOR # PERM2-3
 STA. 1006+09
 REF. ϕ CONST. SMF 2B
 OFF. 71' LT.
 ELEV. 16.7
 DATE 3/20/2023



NOTES:
 1. THE LOCATIONS OF THE BORINGS WERE RECORDED IN THE FIELD BY TIERRA, INC. USING GARMIN ETREX HANDHELD GPS EQUIPMENT WITH A REPORTED ACCURACY OF ± 10 FEET. THE GPS COORDINATES RECORDED BY TIERRA WERE UTILIZED IN CONJUNCTION WITH DESIGN FILES TO OBTAIN STATION AND OFFSET. THEREFORE, THE BORING LOCATIONS SHOULD BE CONSIDERED APPROXIMATE. BORINGS DENOTED BY AN ASTERISK (*) WERE LOCATED BY THE PROJECT SURVEYOR.
 2. STRATA 8 THROUGH 11 THROUGHOUT THE FPC AREA ARE NOT IN THEIR NATURAL STATE AND LIKELY WERE DEPOSITED WHEN THE DEBRIS MATERIALS WERE BURIED.

	SAFETY HAMMER	AUTOMATIC HAMMER
GRANULAR MATERIALS-RELATIVE DENSITY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY LOOSE	LESS THAN 4	LESS THAN 3
LOOSE	4 to 10	3 to 8
MEDIUM DENSE	10 to 30	8 to 24
DENSE	30 to 50	24 to 40
VERY DENSE	GREATER THAN 50	GREATER THAN 40
SILTS AND CLAYS CONSISTENCY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY SOFT	LESS THAN 2	LESS THAN 1
SOFT	2 to 4	1 to 3
FIRM	4 to 8	3 to 6
STIFF	8 to 15	6 to 12
VERY STIFF	15 to 30	12 to 24
HARD	GREATER THAN 30	GREATER THAN 24

POND 2B

NUMBER	DESCRIPTION	DATE	SCALE	AS NOTED	DATE
			DESIGNED BY	BMG	06/2023
			DRAWN BY	BMG	PROJECT NO.
			CHECKED BY	MEN	6107860

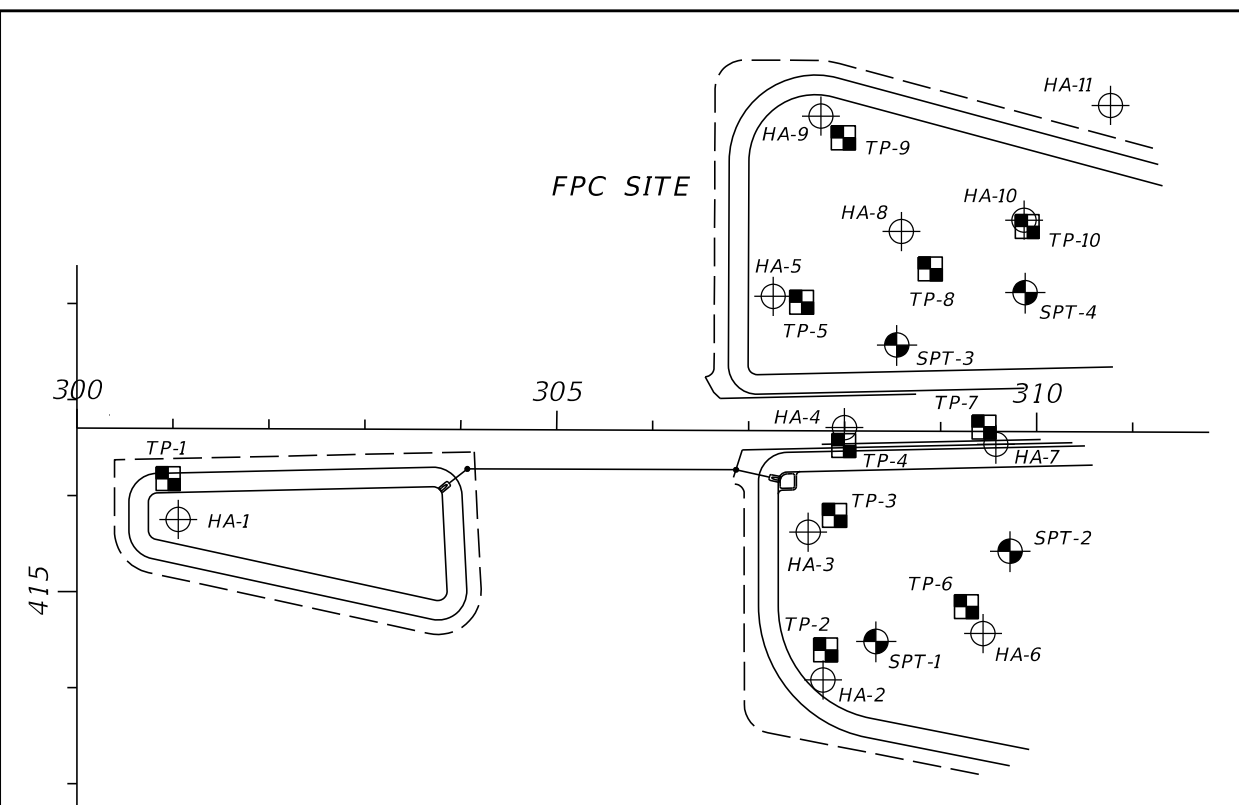
MARC E. NOVAK, Ph.D., P.E.
 P.E. LICENSE NUMBER 67431
 TIERRA, INC.
 7351 TEMPLE TERRACE HIGHWAY
 TAMPA, FLORIDA 33637



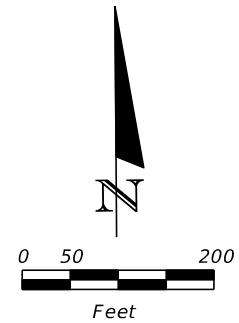
PUBLIC WORKS DEPARTMENT
 ENGINEERING SERVICES
 1022 26th Avenue East
 Bradenton, FL 34208

POND SOIL SURVEY (7)

SHEET NO.
 GR-8



BORING LOCATION PLAN



- LEGEND**
- GRAY TO BROWN SAND TO SAND WITH SILT (A-3)
 - GRAY TO LIGHT BROWN SILTY SAND (A-2-4)
 - DARK GRAY TO DARK BROWN SAND TO SAND WITH SILT WITH TRACE ORGANICS (A-3)
 - DARK GRAY TO DARK BROWN ORGANIC SAND TO SAND WITH SILT (A-8)
 - GRAY TO BROWN CLAYEY SAND (A-2-6)
 - GRAY TO BROWN TO GREEN CLAY TO SILT (A-4/A-6/A-7-5)
 - DEBRIS: SOIL MIXED WITH VARIABLE AMOUNTS OF CONCRETE, BRICK, METAL, PLASTIC, ASPHALT, AND/OR WOOD
 - GRAY TO BROWN SAND TO SAND WITH SILT (DISTURBED) (A-3)
 - GRAY TO LIGHT BROWN SILTY SAND (DISTURBED) (A-2-4)
 - DARK GRAY TO DARK BROWN ORGANIC SILTY SAND (DISTURBED) (A-8)
 - GRAY TO BROWN CLAYEY SAND (DISTURBED) (A-2-6)
 - GRAY TO BROWN TO GREEN CLAY (DISTURBED) (A-7-5/A-7-6)
 - GRAY TO BROWN TO GREEN CLAY (A-7-6)
 - WEATHERED LIMESTONE TO CALCAREOUS CLAY

- | | |
|---------|--|
| A-3 | AASHTO GROUP SYMBOL AS DETERMINED BY VISUAL REVIEW. |
| N | NUMBERS TO THE LEFT OF BORINGS INDICATE SPT VALUE FOR 12 INCHES OF PENETRATION (UNLESS OTHERWISE NOTED). |
| 50/4 | NUMBER OF BLOWS FOR 4 INCHES OF PENETRATION |
| HA | HAND AUGERED TO VERIFY UTILITY CLEARANCE |
| WH | SPLIT-SPOON SAMPLER ADVANCED UNDER WEIGHT OF ROD AND HAMMER |
| -200 | PERCENT PASSING #200 SIEVE |
| NMC | NATURAL MOISTURE CONTENT (%) |
| LL | LIQUID LIMIT (%) |
| PI | PLASTICITY INDEX (%) |
| OC | ORGANIC CONTENT (%) |
| NP | NON-PLASTIC |
| NAVD 88 | NORTH AMERICAN VERTICAL DATUM OF 1988 |
| ⊕ | APPROXIMATE AUGER BORING LOCATION |
| ⊙ | APPROXIMATE SPT BORING LOCATION |
| ■ | APPROXIMATE TEST PIT LOCATION |
| ∇ | ESTIMATED SEASONAL HIGH GROUNDWATER TABLE |
| ▼ | GROUNDWATER LEVEL ENCOUNTERED DURING FIELD EXPLORATIONS |
| GNA | GROUNDWATER NOT APPARENT DUE TO THE INTRODUCTION OF DRILLING FLUID AT A DEPTH OF 10 FEET. |
| GNE | GROUNDWATER NOT ENCOUNTERED |
| R | HAND AUGER OR MECHANICAL BACK-HOE REFUSAL ON DEBRIS MATERIALS PREVENTING DEEPER EXPLORATION |
| ⬇ | TEST PIT TERMINATED IN DEBRIS MATERIAL; DEBRIS CONTINUES DEEPER |
| ⬅700 | LOSS OF CIRCULATION OF DRILLING FLUID (%) |
| | CASING |

NOTES:

- THE LOCATIONS OF THE BORINGS WERE RECORDED IN THE FIELD BY TIERRA, INC. USING GARMIN ETREX HANDHELD GPS EQUIPMENT WITH A REPORTED ACCURACY OF ± 10 FEET. THE GPS COORDINATES RECORDED BY TIERRA WERE UTILIZED IN CONJUNCTION WITH DESIGN FILES TO OBTAIN STATION AND OFFSET. THEREFORE, THE BORING LOCATIONS SHOULD BE CONSIDERED APPROXIMATE. BORINGS DENOTED BY AN ASTERISK (*) WERE LOCATED BY THE PROJECT SURVEYOR.
- STRATA 8 THROUGH 11 THROUGHOUT THE FPC AREA ARE NOT IN THEIR NATURAL STATE AND LIKELY WERE DEPOSITED WHEN THE DEBRIS MATERIALS WERE BURIED.

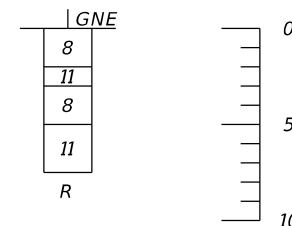
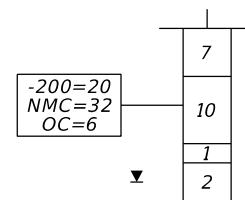
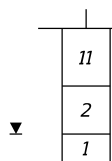
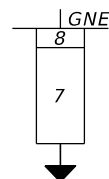
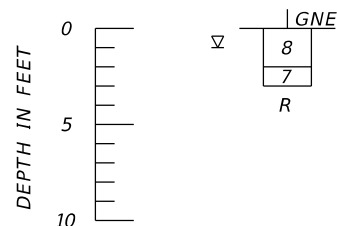
BOR # HA-1
STA. 301+06
REF. Q CONST. FPC
OFF. 52' RT.
DATE 2/2/2023

BOR # TP-1
STA. 300+95
REF. Q CONST. FPC
OFF. 52' RT.
DATE 2/1/2023

BOR # HA-5
STA. 307+25
REF. Q CONST. FPC
OFF. 140' LT.
DATE 2/1/2023

BOR # TP-5
STA. 307+55
REF. Q CONST. FPC
OFF. 134' LT.
DATE 2/1/2023

BOR # HA-3
STA. 307+62
REF. Q CONST. FPC
OFF. 105' RT.
DATE 2/1/2023



	SAFETY HAMMER	AUTOMATIC HAMMER
GRANULAR MATERIALS-RELATIVE DENSITY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY LOOSE	LESS THAN 4	LESS THAN 3
LOOSE	4 to 10	3 to 8
MEDIUM DENSE	10 to 30	8 to 24
DENSE	30 to 50	24 to 40
VERY DENSE	GREATER THAN 50	GREATER THAN 40
SILTS AND CLAYS CONSISTENCY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY SOFT	LESS THAN 2	LESS THAN 1
SOFT	2 to 4	1 to 3
FIRM	4 to 8	3 to 6
STIFF	8 to 15	6 to 12
VERY STIFF	15 to 30	12 to 24
HARD	GREATER THAN 30	GREATER THAN 24

FPC SITE

NUMBER	DESCRIPTION	DATE	SCALE	AS NOTED	DATE
			DESIGNED BY	BMG	06/2023
			DRAWN BY	BMG	PROJECT NO.
			CHECKED BY	MEN	6107860

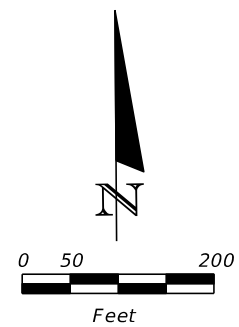
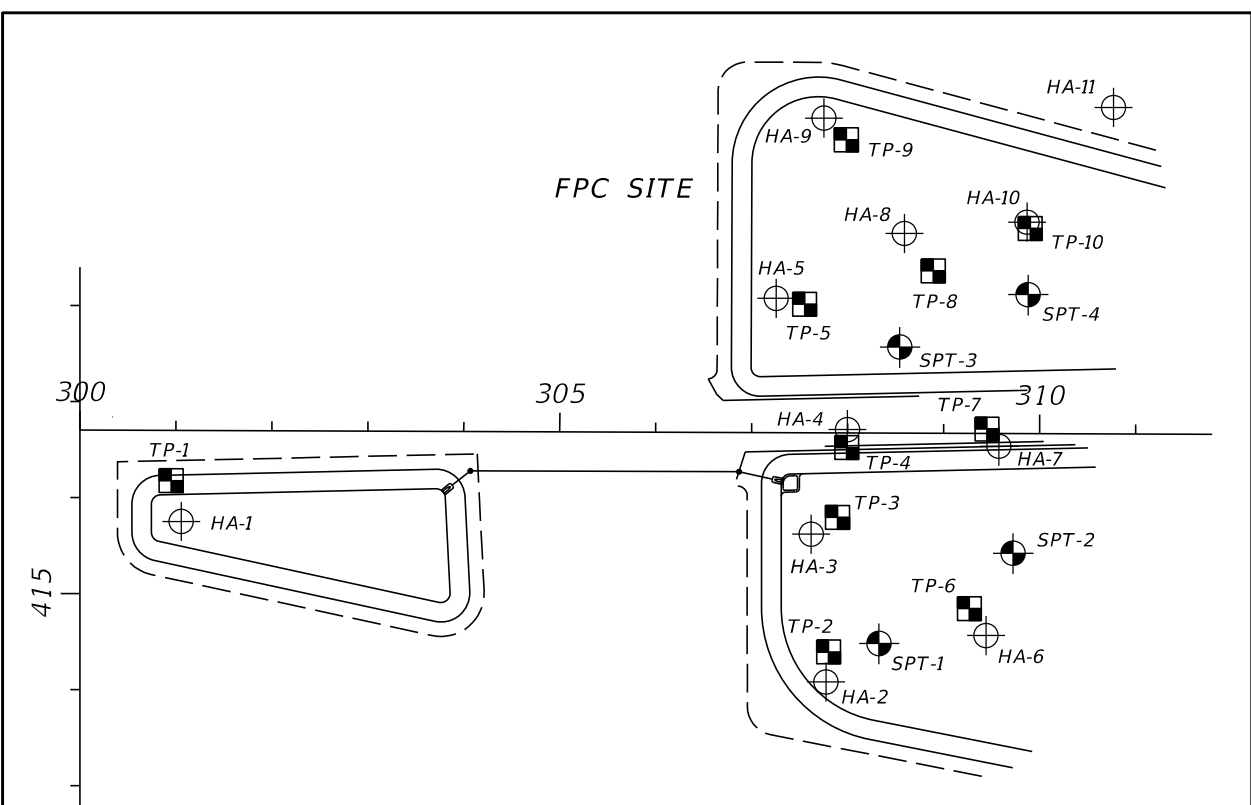
MARC E. NOVAK, Ph.D., P.E.
P.E. LICENSE NUMBER 67431
TIERRA, INC.
7351 TEMPLE TERRACE HIGHWAY
TAMPA, FLORIDA 33637



PUBLIC WORKS DEPARTMENT
ENGINEERING SERVICES
1022 26th Avenue East
Bradenton, FL 34208

POND SOIL SURVEY (8)

SHEET NO.
GR-9

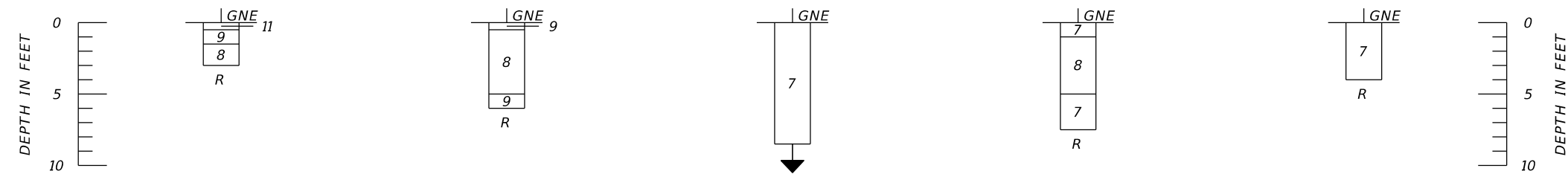


BORING LOCATION PLAN

- LEGEND**
- | | | |
|--|---------|--|
| 1. GRAY TO BROWN SAND TO SAND WITH SILT (A-3) | A-3 | AASHTO GROUP SYMBOL AS DETERMINED BY VISUAL REVIEW. |
| 2. GRAY TO LIGHT BROWN SILTY SAND (A-2-4) | N | NUMBERS TO THE LEFT OF BORINGS INDICATE SPT VALUE FOR 12 INCHES OF PENETRATION (UNLESS OTHERWISE NOTED). |
| 3. DARK GRAY TO DARK BROWN SAND TO SAND WITH SILT WITH TRACE ORGANICS (A-3) | 50/4 | NUMBER OF BLOWS FOR 4 INCHES OF PENETRATION |
| 4. DARK GRAY TO DARK BROWN ORGANIC SAND TO SAND WITH SILT (A-8) | HA | HAND AUGERED TO VERIFY UTILITY CLEARANCE |
| 5. GRAY TO BROWN CLAYEY SAND (A-2-6) | WH | SPLIT-SPOON SAMPLER ADVANCED UNDER WEIGHT OF ROD AND HAMMER |
| 6. GRAY TO BROWN TO GREEN CLAY TO SILT (A-4/A-6/A-7-5) | -200 | PERCENT PASSING #200 SIEVE |
| 7. DEBRIS: SOIL MIXED WITH VARIABLE AMOUNTS OF CONCRETE, BRICK, METAL, PLASTIC, ASPHALT, AND/OR WOOD | NMC | NATURAL MOISTURE CONTENT (%) |
| 8. GRAY TO BROWN SAND TO SAND WITH SILT (DISTURBED) (A-3) | LL | LIQUID LIMIT (%) |
| 9. GRAY TO LIGHT BROWN SILTY SAND (DISTURBED) (A-2-4) | PI | PLASTICITY INDEX (%) |
| 10. DARK GRAY TO DARK BROWN ORGANIC SILTY SAND (DISTURBED) (A-8) | OC | ORGANIC CONTENT (%) |
| 11. GRAY TO BROWN CLAYEY SAND (DISTURBED) (A-2-6) | NP | NON-PLASTIC |
| 12. GRAY TO BROWN TO GREEN CLAY (DISTURBED) (A-7-5/A-7-6) | NAVD 88 | NORTH AMERICAN VERTICAL DATUM OF 1988 |
| 13. GRAY TO BROWN TO GREEN CLAY (A-7-6) | ⊕ | APPROXIMATE AUGER BORING LOCATION |
| 14. WEATHERED LIMESTONE TO CALCAREOUS CLAY | ⊙ | APPROXIMATE SPT BORING LOCATION |
| | ■ | APPROXIMATE TEST PIT LOCATION |
| | ∇ | ESTIMATED SEASONAL HIGH GROUNDWATER TABLE |
| | ▼ | GROUNDWATER LEVEL ENCOUNTERED DURING FIELD EXPLORATIONS |
| | GNA | GROUNDWATER NOT APPARENT DUE TO THE INTRODUCTION OF DRILLING FLUID AT A DEPTH OF 10 FEET. |
| | GNE | GROUNDWATER NOT ENCOUNTERED |
| | R | HAND AUGER OR MECHANICAL BACK-HOE REFUSAL ON DEBRIS MATERIALS PREVENTING DEEPER EXPLORATION |
| | ↓ | TEST PIT TERMINATED IN DEBRIS MATERIAL; DEBRIS CONTINUES DEEPER |
| | ↙ | LOSS OF CIRCULATION OF DRILLING FLUID (%) |
| | | CASING |

- NOTES:**
1. THE LOCATIONS OF THE BORINGS WERE RECORDED IN THE FIELD BY TIERRA, INC. USING GARMIN ETREX HANDHELD GPS EQUIPMENT WITH A REPORTED ACCURACY OF ± 10 FEET. THE GPS COORDINATES RECORDED BY TIERRA WERE UTILIZED IN CONJUNCTION WITH DESIGN FILES TO OBTAIN STATION AND OFFSET. THEREFORE, THE BORING LOCATIONS SHOULD BE CONSIDERED APPROXIMATE. BORINGS DENOTED BY AN ASTERISK (*) WERE LOCATED BY THE PROJECT SURVEYOR.
 2. STRATA 8 THROUGH 11 THROUGHOUT THE FPC AREA ARE NOT IN THEIR NATURAL STATE AND LIKELY WERE DEPOSITED WHEN THE DEBRIS MATERIALS WERE BURIED.

BOR # HA-9 STA. 307+74 REF. Q CONST. FPC OFF. 328' LT. DATE 2/1/2023	BOR # HA-2 STA. 307+79 REF. Q CONST. FPC OFF. 260' RT. DATE 2/2/2023	BOR # TP-2 STA. 307+81 REF. Q CONST. FPC OFF. 228' RT. DATE 2/1/2023	BOR # TP-3 STA. 307+90 REF. Q CONST. FPC OFF. 88' RT. DATE 2/1/2023	BOR # TP-9 STA. 307+97 REF. Q CONST. FPC OFF. 305' LT. DATE 2/2/2023
--	--	--	---	--



	SAFETY HAMMER	AUTOMATIC HAMMER
GRANULAR MATERIALS-RELATIVE DENSITY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY LOOSE	LESS THAN 4	LESS THAN 3
LOOSE	4 to 10	3 to 8
MEDIUM DENSE	10 to 30	8 to 24
DENSE	30 to 50	24 to 40
VERY DENSE	GREATER THAN 50	GREATER THAN 40
SILTS AND CLAYS CONSISTENCY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY SOFT	LESS THAN 2	LESS THAN 1
SOFT	2 to 4	1 to 3
FIRM	4 to 8	3 to 6
STIFF	8 to 15	6 to 12
VERY STIFF	15 to 30	12 to 24
HARD	GREATER THAN 30	GREATER THAN 24

FPC SITE

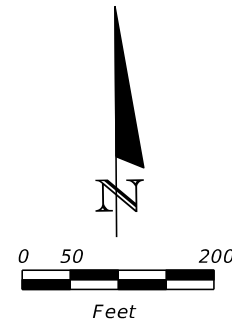
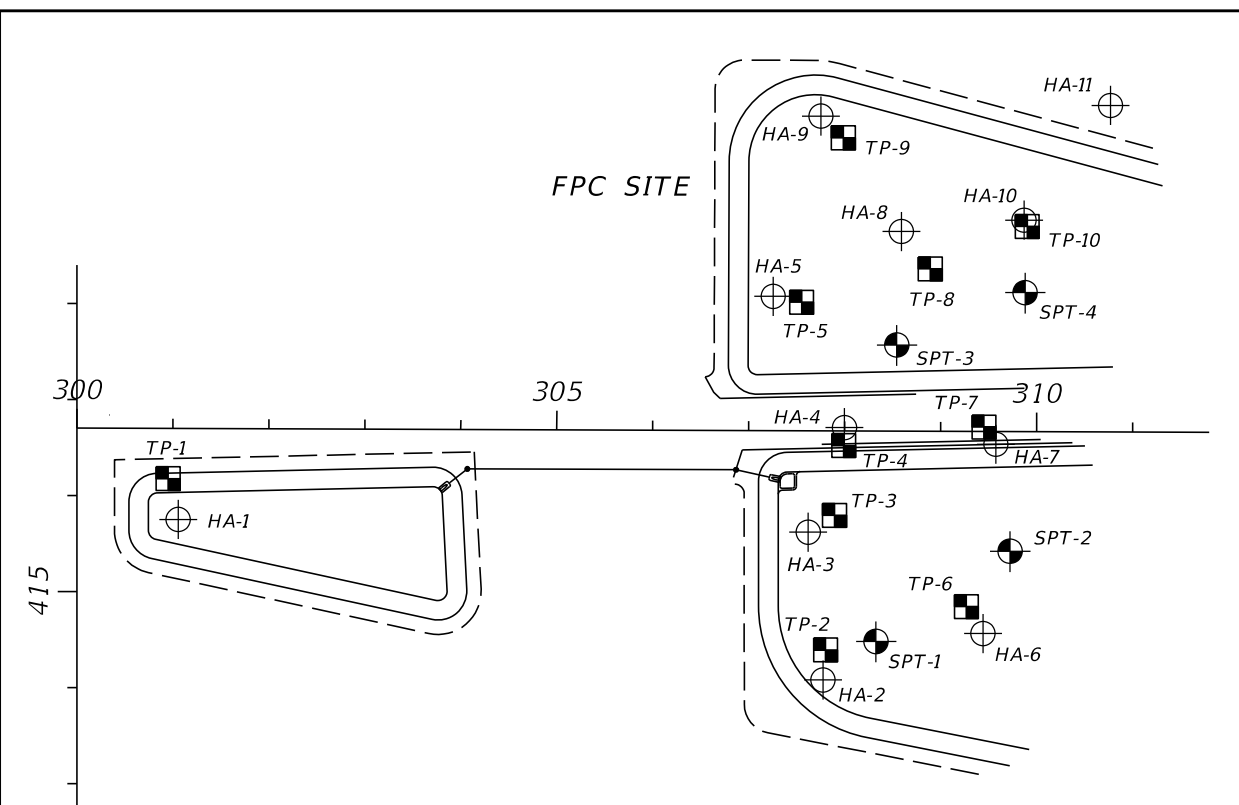
NUMBER	DESCRIPTION	DATE
	SCALE	AS NOTED
	DESIGNED BY	BMG
	DRAWN BY	BMG
	CHECKED BY	MEN

MARC E. NOVAK, Ph.D., P.E.
P.E. LICENSE NUMBER 67431
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7351 TEMPLE TERRACE HIGHWAY
TAMPA, FLORIDA 33637

PUBLIC WORKS DEPARTMENT
ENGINEERING SERVICES
1022 26th Avenue East
Bradenton, FL 34208

POND SOIL SURVEY (9)

SHEET NO.
GR-10



BORING LOCATION PLAN

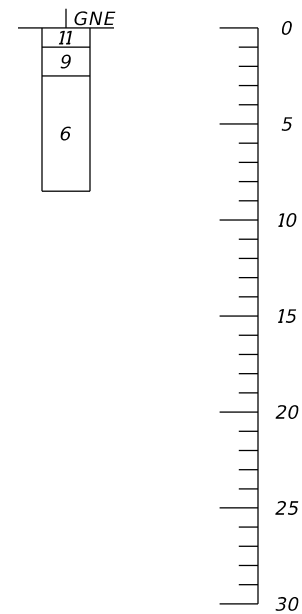
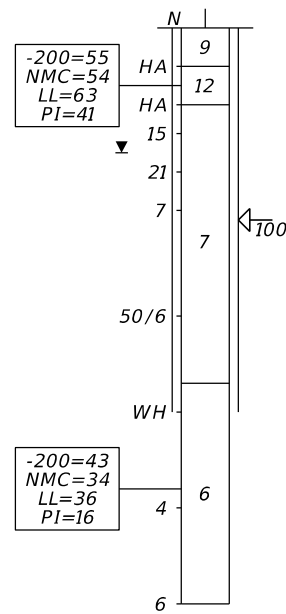
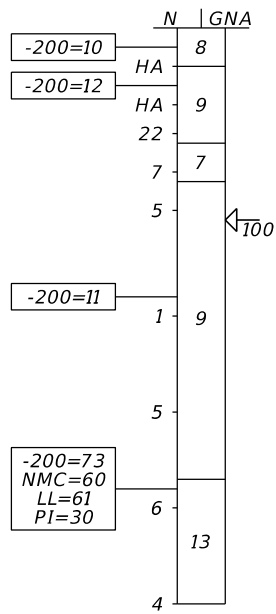
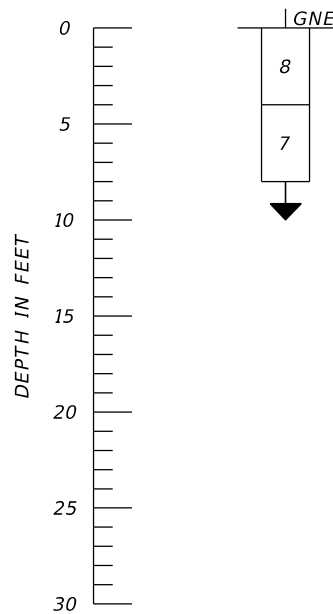
BOR # TP-4
 STA. 307+99
 REF. Q CONST. FPC
 OFF. 15' RT.
 DATE 2/2/2023

BOR # HA-4
 STA. 308+00
 REF. Q CONST. FPC
 OFF. 4' LT.
 DATE 3/9/2023

BOR # SPT-1
 STA. 308+34
 REF. Q CONST. FPC
 OFF. 219' RT.
 DATE 3/9/2023
 DRILLER M. ATKINSON
 HAMMER AUTOMATIC
 D-25

BOR # SPT-3
 STA. 308+54
 REF. Q CONST. FPC
 OFF. 90' LT.
 DATE 3/9/2023
 DRILLER M. ATKINSON
 HAMMER AUTOMATIC
 D-25

BOR # HA-8
 STA. 308+58
 REF. Q CONST. FPC
 OFF. 208' LT.
 DATE 3/9/2023



LEGEND

- | | | |
|--|---------|--|
| 1. GRAY TO BROWN SAND TO SAND WITH SILT (A-3) | A-3 | AASHTO GROUP SYMBOL AS DETERMINED BY VISUAL REVIEW. |
| 2. GRAY TO LIGHT BROWN SILTY SAND (A-2-4) | N | NUMBERS TO THE LEFT OF BORINGS INDICATE SPT VALUE FOR 12 INCHES OF PENETRATION (UNLESS OTHERWISE NOTED). |
| 3. DARK GRAY TO DARK BROWN SAND TO SAND WITH SILT WITH TRACE ORGANICS (A-3) | 50/4 | NUMBER OF BLOWS FOR 4 INCHES OF PENETRATION |
| 4. DARK GRAY TO DARK BROWN ORGANIC SAND TO SAND WITH SILT (A-8) | HA | HAND AUGERED TO VERIFY UTILITY CLEARANCE |
| 5. GRAY TO BROWN CLAYEY SAND (A-2-6) | WH | SPLIT-SPOON SAMPLER ADVANCED UNDER WEIGHT OF ROD AND HAMMER |
| 6. GRAY TO BROWN TO GREEN CLAY TO SILT (A-4/A-6/A-7-5) | -200 | PERCENT PASSING #200 SIEVE |
| 7. DEBRIS: SOIL MIXED WITH VARIABLE AMOUNTS OF CONCRETE, BRICK, METAL, PLASTIC, ASPHALT, AND/OR WOOD | NMC | NATURAL MOISTURE CONTENT (%) |
| 8. GRAY TO BROWN SAND TO SAND WITH SILT (DISTURBED) (A-3) | LL | LIQUID LIMIT (%) |
| 9. GRAY TO LIGHT BROWN SILTY SAND (DISTURBED) (A-2-4) | PI | PLASTICITY INDEX (%) |
| 10. DARK GRAY TO DARK BROWN ORGANIC SILTY SAND (DISTURBED) (A-8) | OC | ORGANIC CONTENT (%) |
| 11. GRAY TO BROWN CLAYEY SAND (DISTURBED) (A-2-6) | NP | NON-PLASTIC |
| 12. GRAY TO BROWN TO GREEN CLAY (DISTURBED) (A-7-5/A-7-6) | NAVD 88 | NORTH AMERICAN VERTICAL DATUM OF 1988 |
| 13. GRAY TO BROWN TO GREEN CLAY (A-7-6) | ⊕ | APPROXIMATE AUGER BORING LOCATION |
| 14. WEATHERED LIMESTONE TO CALCAREOUS CLAY | ⊙ | APPROXIMATE SPT BORING LOCATION |
| | ■ | APPROXIMATE TEST PIT LOCATION |
| | ∇ | ESTIMATED SEASONAL HIGH GROUNDWATER TABLE |
| | ▼ | GROUNDWATER LEVEL ENCOUNTERED DURING FIELD EXPLORATIONS |
| | GNA | GROUNDWATER NOT APPARENT DUE TO THE INTRODUCTION OF DRILLING FLUID AT A DEPTH OF 10 FEET. |
| | GNE | GROUNDWATER NOT ENCOUNTERED |
| | R | HAND AUGER OR MECHANICAL BACK-HOE REFUSAL ON DEBRIS MATERIALS PREVENTING DEEPER EXPLORATION |
| | ⬇ | TEST PIT TERMINATED IN DEBRIS MATERIAL; DEBRIS CONTINUES DEEPER |
| | ◀100 | LOSS OF CIRCULATION OF DRILLING FLUID (%) |
| | | CASING |

NOTES:
 1. THE LOCATIONS OF THE BORINGS WERE RECORDED IN THE FIELD BY TIERRA, INC. USING GARMIN ETREX HANDHELD GPS EQUIPMENT WITH A REPORTED ACCURACY OF ± 10 FEET. THE GPS COORDINATES RECORDED BY TIERRA WERE UTILIZED IN CONJUNCTION WITH DESIGN FILES TO OBTAIN STATION AND OFFSET. THEREFORE, THE BORING LOCATIONS SHOULD BE CONSIDERED APPROXIMATE. BORINGS DENOTED BY AN ASTERISK (*) WERE LOCATED BY THE PROJECT SURVEYOR.
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	SAFETY HAMMER	AUTOMATIC HAMMER
GRANULAR MATERIALS-RELATIVE DENSITY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY LOOSE	LESS THAN 4	LESS THAN 3
LOOSE	4 to 10	3 to 8
MEDIUM DENSE	10 to 30	8 to 24
DENSE	30 to 50	24 to 40
VERY DENSE	GREATER THAN 50	GREATER THAN 40
SILTS AND CLAYS CONSISTENCY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY SOFT	LESS THAN 2	LESS THAN 1
SOFT	2 to 4	1 to 3
FIRM	4 to 8	3 to 6
STIFF	8 to 15	6 to 12
VERY STIFF	15 to 30	12 to 24
HARD	GREATER THAN 30	GREATER THAN 24

FPC SITE

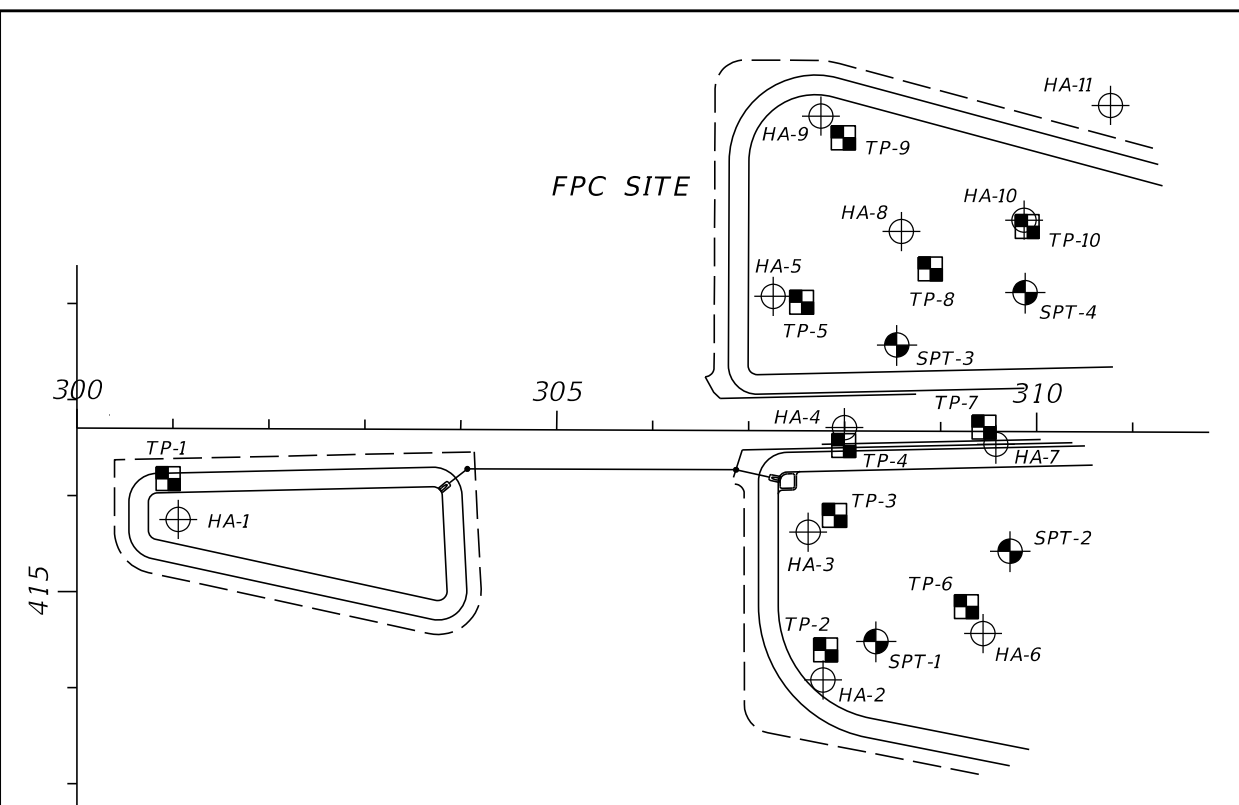
NUMBER	DESCRIPTION	DATE	SCALE	AS NOTED	DATE
			DESIGNED BY	BMG	06/2023
			DRAWN BY	BMG	PROJECT NO.
			CHECKED BY	MEN	6107860

MARC E. NOVAK, Ph.D., P.E.
 P.E. LICENSE NUMBER 67431
 TIERRA, INC.
 7351 TEMPLE TERRACE HIGHWAY
 TAMPA, FLORIDA 33637

PUBLIC WORKS DEPARTMENT
 ENGINEERING SERVICES
 1022 26th Avenue East
 Bradenton, FL 34208

POND SOIL SURVEY (10)

SHEET NO.
GR-11



BORING LOCATION PLAN

LEGEND

- | | | |
|--|---------|--|
| 1. GRAY TO BROWN SAND TO SAND WITH SILT (A-3) | A-3 | AASHTO GROUP SYMBOL AS DETERMINED BY VISUAL REVIEW. |
| 2. GRAY TO LIGHT BROWN SILTY SAND (A-2-4) | N | NUMBERS TO THE LEFT OF BORINGS INDICATE SPT VALUE FOR 12 INCHES OF PENETRATION (UNLESS OTHERWISE NOTED). |
| 3. DARK GRAY TO DARK BROWN SAND TO SAND WITH SILT WITH TRACE ORGANICS (A-3) | 50/4 | NUMBER OF BLOWS FOR 4 INCHES OF PENETRATION |
| 4. DARK GRAY TO DARK BROWN ORGANIC SAND TO SAND WITH SILT (A-8) | HA | HAND AUGERED TO VERIFY UTILITY CLEARANCE |
| 5. GRAY TO BROWN CLAYEY SAND (A-2-6) | WH | SPLIT-SPOON SAMPLER ADVANCED UNDER WEIGHT OF ROD AND HAMMER |
| 6. GRAY TO BROWN TO GREEN CLAY TO SILT (A-4/A-6/A-7-5) | -200 | PERCENT PASSING #200 SIEVE |
| 7. DEBRIS: SOIL MIXED WITH VARIABLE AMOUNTS OF CONCRETE, BRICK, METAL, PLASTIC, ASPHALT, AND/OR WOOD | NMC | NATURAL MOISTURE CONTENT (%) |
| 8. GRAY TO BROWN SAND TO SAND WITH SILT (DISTURBED) (A-3) | LL | LIQUID LIMIT (%) |
| 9. GRAY TO LIGHT BROWN SILTY SAND (DISTURBED) (A-2-4) | PI | PLASTICITY INDEX (%) |
| 10. DARK GRAY TO DARK BROWN ORGANIC SILTY SAND (DISTURBED) (A-8) | OC | ORGANIC CONTENT (%) |
| 11. GRAY TO BROWN CLAYEY SAND (DISTURBED) (A-2-6) | NP | NON-PLASTIC |
| 12. GRAY TO BROWN TO GREEN CLAY (DISTURBED) (A-7-5/A-7-6) | NAVD 88 | NORTH AMERICAN VERTICAL DATUM OF 1988 |
| 13. GRAY TO BROWN TO GREEN CLAY (A-7-6) | ⊕ | APPROXIMATE AUGER BORING LOCATION |
| 14. WEATHERED LIMESTONE TO CALCAREOUS CLAY | ⊙ | APPROXIMATE SPT BORING LOCATION |
| | ■ | APPROXIMATE TEST PIT LOCATION |
| | ∇ | ESTIMATED SEASONAL HIGH GROUNDWATER TABLE |
| | ▼ | GROUNDWATER LEVEL ENCOUNTERED DURING FIELD EXPLORATIONS |
| | GNA | GROUNDWATER NOT APPARENT DUE TO THE INTRODUCTION OF DRILLING FLUID AT A DEPTH OF 10 FEET. |
| | GNE | GROUNDWATER NOT ENCOUNTERED |
| | R | HAND AUGER OR MECHANICAL BACK-HOE REFUSAL ON DEBRIS MATERIALS PREVENTING DEEPER EXPLORATION |
| | ⬇ | TEST PIT TERMINATED IN DEBRIS MATERIAL; DEBRIS CONTINUES DEEPER |
| | ⬅700 | LOSS OF CIRCULATION OF DRILLING FLUID (%) |
| | | CASING |

- NOTES:**
- THE LOCATIONS OF THE BORINGS WERE RECORDED IN THE FIELD BY TIERRA, INC. USING GARMIN ETREX HANDHELD GPS EQUIPMENT WITH A REPORTED ACCURACY OF ± 10 FEET. THE GPS COORDINATES RECORDED BY TIERRA WERE UTILIZED IN CONJUNCTION WITH DESIGN FILES TO OBTAIN STATION AND OFFSET. THEREFORE, THE BORING LOCATIONS SHOULD BE CONSIDERED APPROXIMATE. BORINGS DENOTED BY AN ASTERISK (*) WERE LOCATED BY THE PROJECT SURVEYOR.
 - STRATA 8 THROUGH 11 THROUGHOUT THE FPC AREA ARE NOT IN THEIR NATURAL STATE AND LIKELY WERE DEPOSITED WHEN THE DEBRIS MATERIALS WERE BURIED.

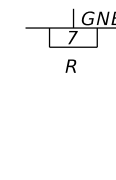
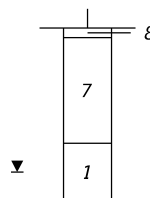
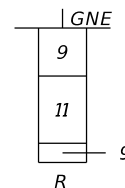
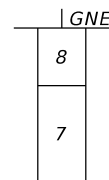
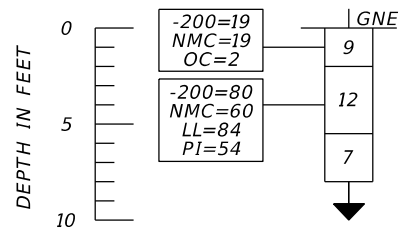
BOR # TP-8
STA. 308+89
REF. Q CONST. FPC
OFF. 169' LT.
DATE 3/15/2023

BOR # TP-6
STA. 309+28
REF. Q CONST. FPC
OFF. 182' RT.
DATE 3/3/2023

BOR # HA-6
STA. 309+45
REF. Q CONST. FPC
OFF. 210' RT.
DATE 3/3/2023

BOR # TP-7
STA. 309+45
REF. Q CONST. FPC
OFF. 5' LT.
DATE 3/3/2023

BOR # HA-7
STA. 309+58
REF. Q CONST. FPC
OFF. 13' RT.
DATE 3/15/2023



	SAFETY HAMMER	AUTOMATIC HAMMER
GRANULAR MATERIALS-RELATIVE DENSITY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY LOOSE	LESS THAN 4	LESS THAN 3
LOOSE	4 to 10	3 to 8
MEDIUM DENSE	10 to 30	8 to 24
DENSE	30 to 50	24 to 40
VERY DENSE	GREATER THAN 50	GREATER THAN 40
SILTS AND CLAYS CONSISTENCY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY SOFT	LESS THAN 2	LESS THAN 1
SOFT	2 to 4	1 to 3
FIRM	4 to 8	3 to 6
STIFF	8 to 15	6 to 12
VERY STIFF	15 to 30	12 to 24
HARD	GREATER THAN 30	GREATER THAN 24

FPC SITE

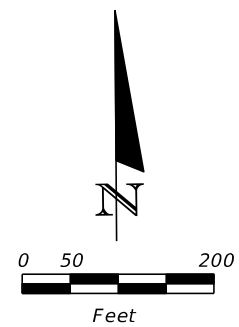
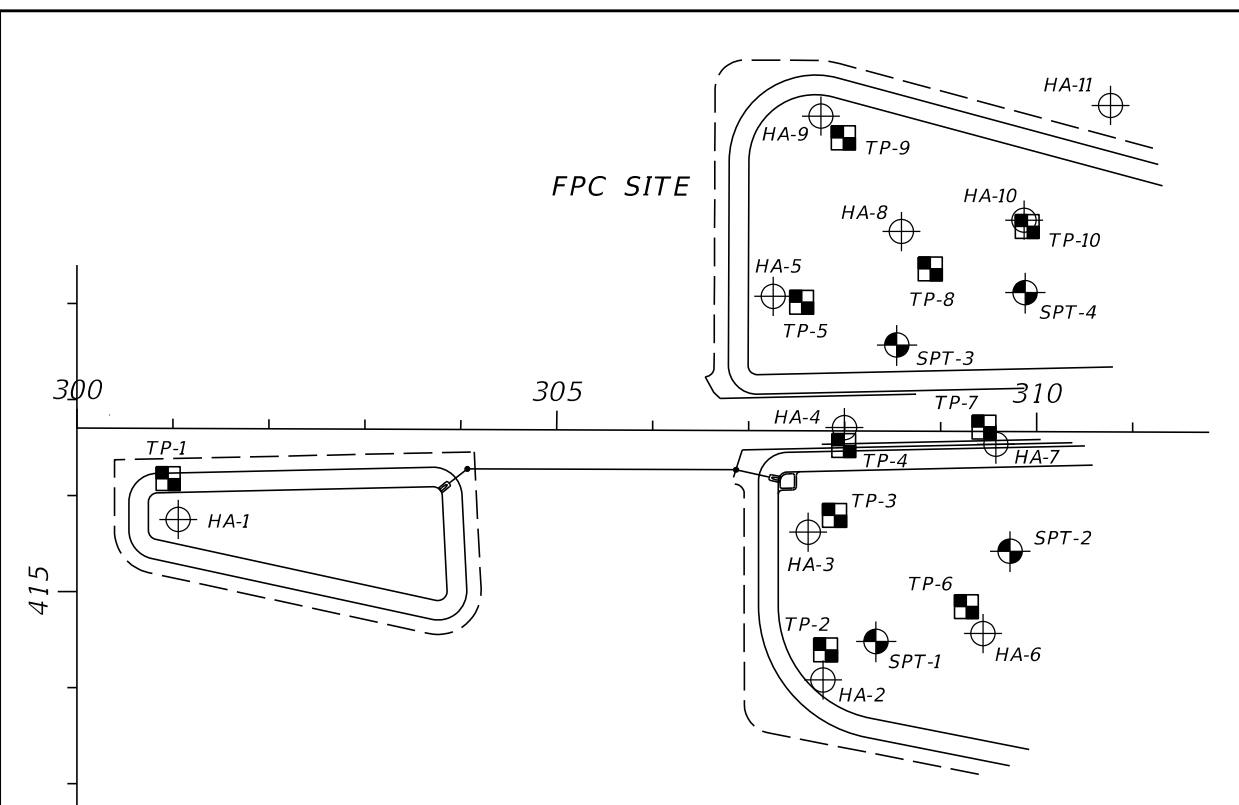
NUMBER	DESCRIPTION	DATE	SCALE	AS NOTED	DATE
			DESIGNED BY	BMG	06/2023
			DRAWN BY	BMG	PROJECT NO.
			CHECKED BY	MEN	6107860

MARC E. NOVAK, Ph.D., P.E.
P.E. LICENSE NUMBER 67431
TIERRA, INC.
7351 TEMPLE TERRACE HIGHWAY
TAMPA, FLORIDA 33637

Manatee County
PUBLIC WORKS DEPARTMENT
ENGINEERING SERVICES
1022 26th Avenue East
Bradenton, FL 34208

POND SOIL SURVEY (11)

SHEET NO.
GR-12



BORING LOCATION PLAN

LEGEND

- | | | |
|--|---------|--|
| 1. GRAY TO BROWN SAND TO SAND WITH SILT (A-3) | A-3 | AASHTO GROUP SYMBOL AS DETERMINED BY VISUAL REVIEW. |
| 2. GRAY TO LIGHT BROWN SILTY SAND (A-2-4) | N | NUMBERS TO THE LEFT OF BORINGS INDICATE SPT VALUE FOR 12 INCHES OF PENETRATION (UNLESS OTHERWISE NOTED). |
| 3. DARK GRAY TO DARK BROWN SAND TO SAND WITH SILT WITH TRACE ORGANICS (A-3) | 50/4 | NUMBER OF BLOWS FOR 4 INCHES OF PENETRATION |
| 4. DARK GRAY TO DARK BROWN ORGANIC SAND TO SAND WITH SILT (A-8) | HA | HAND AUGERED TO VERIFY UTILITY CLEARANCE |
| 5. GRAY TO BROWN CLAYEY SAND (A-2-6) | WH | SPLIT-SPOON SAMPLER ADVANCED UNDER WEIGHT OF ROD AND HAMMER |
| 6. GRAY TO BROWN TO GREEN CLAY TO SILT (A-4/A-6/A-7-5) | -200 | PERCENT PASSING #200 SIEVE |
| 7. DEBRIS: SOIL MIXED WITH VARIABLE AMOUNTS OF CONCRETE, BRICK, METAL, PLASTIC, ASPHALT, AND/OR WOOD | NMC | NATURAL MOISTURE CONTENT (%) |
| 8. GRAY TO BROWN SAND TO SAND WITH SILT (DISTURBED) (A-3) | LL | LIQUID LIMIT (%) |
| 9. GRAY TO LIGHT BROWN SILTY SAND (DISTURBED) (A-2-4) | PI | PLASTICITY INDEX (%) |
| 10. DARK GRAY TO DARK BROWN ORGANIC SILTY SAND (DISTURBED) (A-8) | OC | ORGANIC CONTENT (%) |
| 11. GRAY TO BROWN CLAYEY SAND (DISTURBED) (A-2-6) | NP | NON-PLASTIC |
| 12. GRAY TO BROWN TO GREEN CLAY (DISTURBED) (A-7-5/A-7-6) | NAVD 88 | NORTH AMERICAN VERTICAL DATUM OF 1988 |
| 13. GRAY TO BROWN TO GREEN CLAY (A-7-6) | ⊕ | APPROXIMATE AUGER BORING LOCATION |
| 14. WEATHERED LIMESTONE TO CALCAREOUS CLAY | ⊙ | APPROXIMATE SPT BORING LOCATION |
| | ■ | APPROXIMATE TEST PIT LOCATION |
| | ∇ | ESTIMATED SEASONAL HIGH GROUNDWATER TABLE |
| | ▼ | GROUNDWATER LEVEL ENCOUNTERED DURING FIELD EXPLORATIONS |
| | GNA | GROUNDWATER NOT APPARENT DUE TO THE INTRODUCTION OF DRILLING FLUID AT A DEPTH OF 10 FEET. |
| | GNE | GROUNDWATER NOT ENCOUNTERED |
| | R | HAND AUGER OR MECHANICAL BACK-HOE REFUSAL ON DEBRIS MATERIALS PREVENTING DEEPER EXPLORATION |
| | ⬇ | TEST PIT TERMINATED IN DEBRIS MATERIAL; DEBRIS CONTINUES DEEPER |
| | ⬅100 | LOSS OF CIRCULATION OF DRILLING FLUID (%) |
| | | CASING |

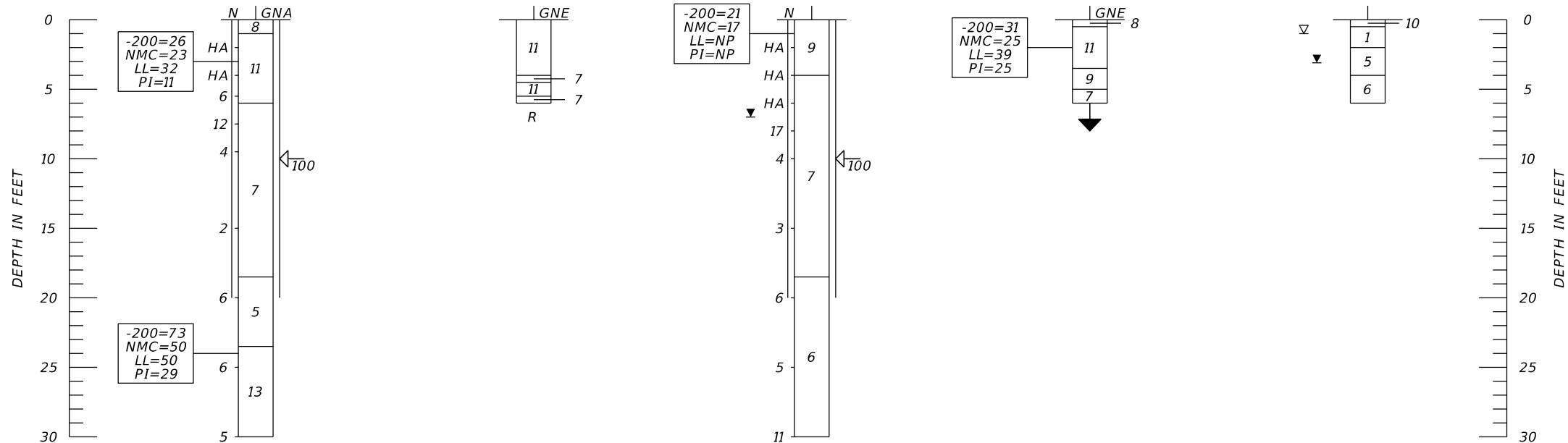
BOR # SPT-2
 STA. 309+73
 REF. Q CONST. FPC
 OFF. 125' RT.
 DATE 3/3/2023
 DRILLER M. ATKINSON
 HAMMER AUTOMATIC
 RIG D-25

BOR # HA-10
 STA. 309+86
 REF. Q CONST. FPC
 OFF. 220' LT.
 DATE 3/3/2023

BOR # SPT-4
 STA. 309+87
 REF. Q CONST. FPC
 OFF. 145' LT.
 DATE 3/15/2023
 DRILLER M. ATKINSON
 HAMMER AUTOMATIC
 RIG D-25

BOR # TP-10
 STA. 309+89
 REF. Q CONST. FPC
 OFF. 214' LT.
 DATE 3/15/2023

BOR # HA-11
 STA. 310+76
 REF. Q CONST. FPC
 OFF. 340' LT.
 DATE 3/15/2023



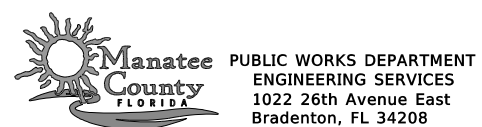
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 - STRATA 8 THROUGH 11 THROUGHOUT THE FPC AREA ARE NOT IN THEIR NATURAL STATE AND LIKELY WERE DEPOSITED WHEN THE DEBRIS MATERIALS WERE BURIED.

	SAFETY HAMMER	AUTOMATIC HAMMER
GRANULAR MATERIALS-RELATIVE DENSITY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY LOOSE	LESS THAN 4	LESS THAN 3
LOOSE	4 to 10	3 to 8
MEDIUM DENSE	10 to 30	8 to 24
DENSE	30 to 50	24 to 40
VERY DENSE	GREATER THAN 50	GREATER THAN 40
SILTS AND CLAYS CONSISTENCY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY SOFT	LESS THAN 2	LESS THAN 1
SOFT	2 to 4	1 to 3
FIRM	4 to 8	3 to 6
STIFF	8 to 15	6 to 12
VERY STIFF	15 to 30	12 to 24
HARD	GREATER THAN 30	GREATER THAN 24

FPC SITE

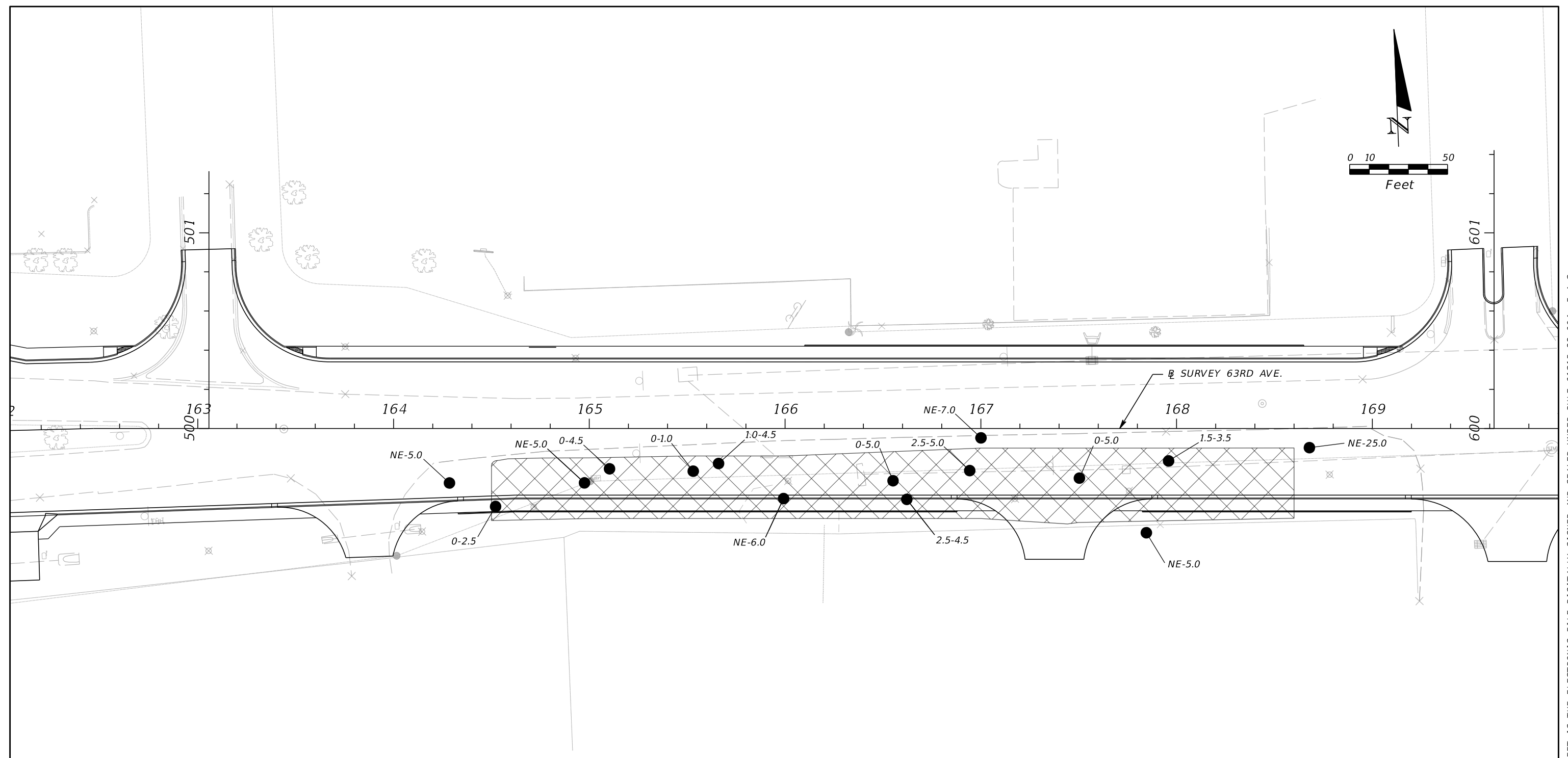
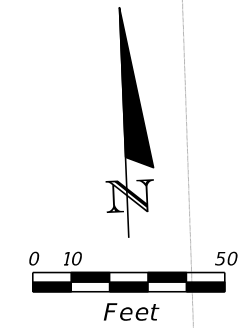
NUMBER	DESCRIPTION	DATE	SCALE	AS NOTED	DATE
			DESIGNED BY	BMG	06/2023
			DRAWN BY	BMG	PROJECT NO.
			CHECKED BY	MEN	6107860

MARC E. NOVAK, Ph.D., P.E.
 P.E. LICENSE NUMBER 67431
 TIERRA, INC.
 7351 TEMPLE TERRACE HIGHWAY
 TAMPA, FLORIDA 33637



POND SOIL SURVEY (12)

SHEET NO.
 GR-13

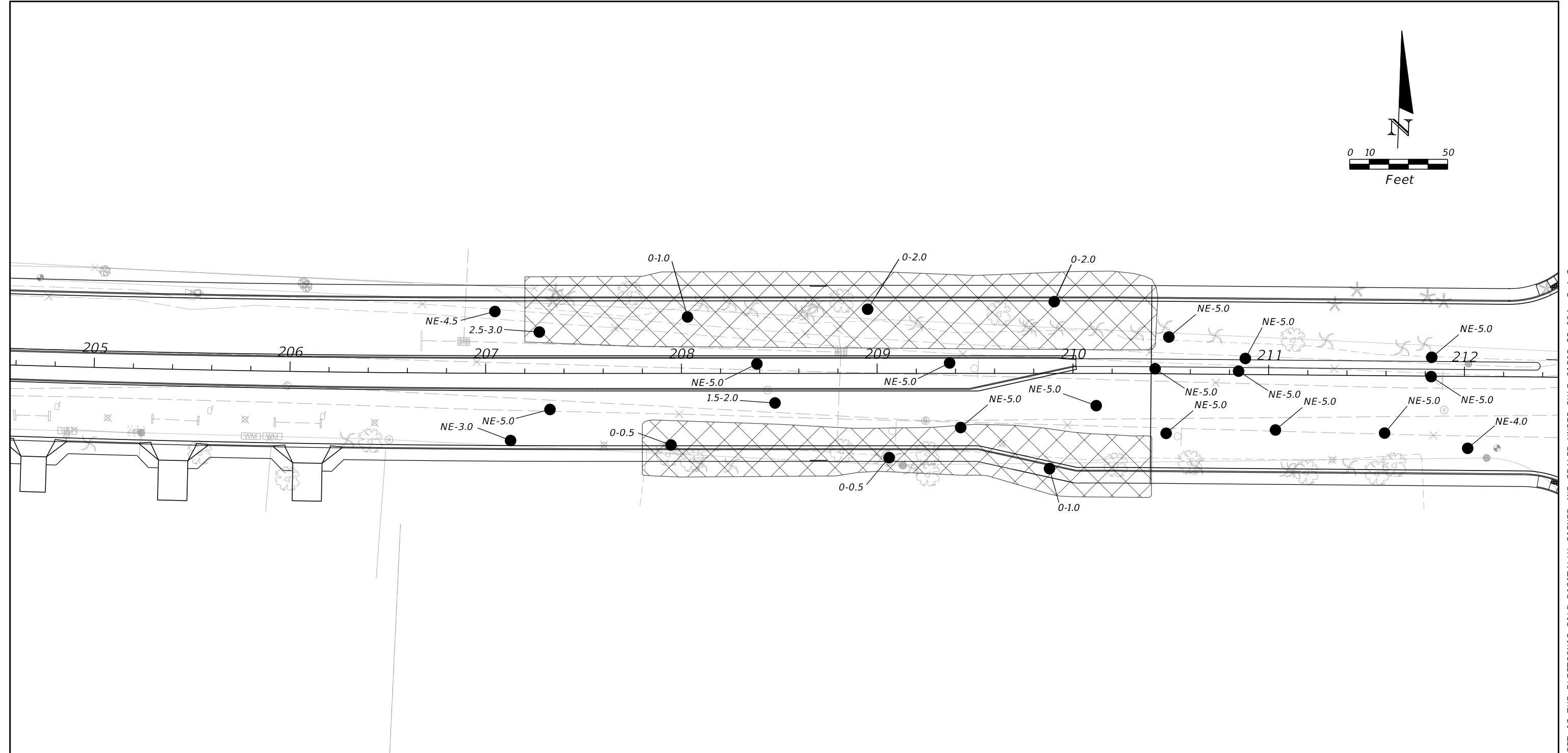
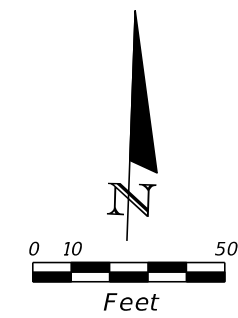


LEGEND

- 1.0-4.5 ● ORGANICS ENCOUNTERED 1.0 TO 4.5 FEET BELOW EXISTING GRADE
- NE-2.5 ● ORGANICS NOT ENCOUNTERED TO 2.5 FEET BELOW EXISTING GRADE
- APPROXIMATE AREA OF MUCK REMOVAL

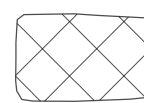
NUMBER	DESCRIPTION	DATE	SCALE	AS NOTED	DATE	MARC E. NOVAK, Ph.D., P.E. P.E. LICENSE NUMBER 67431 TIERRA, INC. 7351 TEMPLE TERRACE HIGHWAY TAMPA, FLORIDA 33637	PUBLIC WORKS DEPARTMENT ENGINEERING SERVICES 1022 26th Avenue East Bradenton, FL 34208	<h2 style="margin: 0;">MUCK DELINEATION SHEET (1)</h2>	SHEET NO.			
												GR-14


THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



LEGEND

- 1.0-4.5 ● ORGANICS ENCOUNTERED 1.0 TO 4.5 FEET BELOW EXISTING GRADE
- NE-2.5 ● ORGANICS NOT ENCOUNTERED TO 2.5 FEET BELOW EXISTING GRADE

 APPROXIMATE AREA OF MUCK REMOVAL

NUMBER	DESCRIPTION	DATE	SCALE	AS NOTED	DATE	MARC E. NOVAK, Ph.D., P.E. P.E. LICENSE NUMBER 67431 TIERRA, INC. 7351 TEMPLE TERRACE HIGHWAY TAMPA, FLORIDA 33637	 PUBLIC WORKS DEPARTMENT ENGINEERING SERVICES 1022 26th Avenue East Bradenton, FL 34208	<i>MUCK DELINEATION SHEET (2)</i>	SHEET NO.
			DESIGNED BY	BJS	07/2023				
			DRAWN BY	BJS	PROJECT NO.				
			CHECKED BY	MEN	6107860				119

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

APPENDIX C

Summary of Roadway Seasonal High Groundwater Table Estimates

Summary of Pond Seasonal High Groundwater Table Estimates

Summary of Permeability Test Results in Pond 2B

Design LBR Calculations

Results of Limerock Bearing Ratio Test within Ponds

Pavement Data Table

Photographs of Test Pits

Summary of Roadway Seasonal High Groundwater Table Estimates
63rd Ave E from U.S. 301 to Tuttle Avenue
Manatee County, Florida
CIP Project No. 6107860
Tierra Project No. 6511-22-126

Boring Name	Boring Location ⁽¹⁾					Surveyed Ground Elevation ⁽¹⁾ (feet, NAVD 88)	Boring Depth ⁽²⁾ (feet)	Measured Groundwater Table			USDA Soil Survey		Estimated SHGWT ⁽⁴⁾	
	FL State Plane West		Station (feet)	Offset (feet)	Reference			Date Recorded	Depth ⁽²⁾ (feet)	Elevation (feet, NAVD 88)	Map Symbol	Estimated SHGWT ⁽³⁾ Depth (feet)	Depth (feet)	Elevation (feet, NAVD 88)
	Northing	Eastings												
63rd Ave E														
SH-160L	1125605	484258	159 + 97	68' LT	B/L Surv. 63rd Ave	19.1	4.5	7/11/2022	3.7	15.4	20/40/48	0.3-1.5/0.0-1.5/0.3-1.5	2.0	17.1
SH-163R	1125473	484560	163 + 02	58' RT	B/L Surv. 63rd Ave	15.9	3.5	7/11/2022	ABG ⁽⁶⁾	>15.9	47/48	+2.0-0.0/0.3-1.5	ABG ⁽⁶⁾	>15.9
SH-166L	1125573	484875	166 + 13	54' LT	B/L Surv. 63rd Ave	18.0	5.5	7/11/2022	4.0	14.0	47	+2.0-0.0	1.7	16.3
SH-169R	1125471	485141	168 + 83	36' RT	B/L Surv. 63rd Ave	17.3	4.5	7/11/2022	3.2	14.1	47	+2.0-0.0	1.0	16.3
SH-172L	1125536	485460	171 + 99	42' LT	B/L Surv. 63rd Ave	17.6	4.0	7/11/2022	2.8	14.9	47/48	+2.0-0.0/0.3-1.5	1.0	16.6
SH-174R	1125425	485711	174 + 52	67' RT	B/L Surv. 63rd Ave	17.7	4.0	7/13/2022	2.0	15.7	20	0.3-1.5	1.3	16.4
SH-178R	1125432	486063	178 + 05	58' RT	B/L Surv. 63rd Ave	15.0	4.0	7/11/2022	ABG ⁽⁶⁾	>15.0	20	0.3-1.5	ABG ⁽⁶⁾	>15.0
SH-181R	1125427	486356	180 + 97	61' RT	B/L Surv. 63rd Ave	15.1	4.0	7/11/2022	ABG ⁽⁶⁾	>15.1	20	0.3-1.5	ABG ⁽⁶⁾	>15.1
SH-184L	1125518	486660	184 + 01	32' LT	B/L Surv. 63rd Ave	14.0	4.5	7/11/2022	2.3	11.7	40	0.0-1.5	0.5	13.5
SH-185R	1125417	486757	184 + 98	68' RT	B/L Surv. 63rd Ave	15.8	4.0	7/11/2022	2.6	13.2	40	0.0-1.5	1.5	14.3
SH-188L	1125521	487035	187 + 75	38' LT	B/L Surv. 63rd Ave	11.0	2.0	7/11/2022	0.5	10.5	22	0.3-1.5	ABG ⁽⁶⁾	>11.0
SH-192R	1125384	487458	191 + 99	98' RT	B/L Surv. 63rd Ave	16.3	4.5	7/11/2022	GNE ⁽⁵⁾	<11.8	25	+2.0-0.0	3.0	13.3
SH-193L	1125540	487603	193 + 43	58' LT	B/L Surv. 63rd Ave	13.6	6.0	7/11/2022	5.5	8.1	15 / 25	+0.5-0.0/+2.0-0.0	1.5	12.1
SH-197L	1125531	487973	197 + 13	51' LT	B/L Surv. 63rd Ave	13.9	3.0	7/11/2022	1.6	12.3	25	+2.0-0.0	0.0	13.9
SH-200R	1125424	488260	200 + 01	53' RT	B/L Surv. 63rd Ave	16.1	4.0	7/11/2022	2.5	13.6	5	0.0-1.5	1.3	14.8
SH-203L	1125513	488577	203 + 18	40' LT	B/L Surv. 63rd Ave	18.0	4.0	7/11/2022	3.1	14.9	20	0.3-1.5	2.5	15.5
SH-7	1125455	489259	209 + 99	33' RT	B/L Surv. 63rd Ave	16.1	3.0	9/29/2021	1.0	15.1	26	+2.0-0.0	0.5	15.6
SH-8	1125450	489370	211 + 10	42' RT	B/L Surv. 63rd Ave	16.0	2.0	9/29/2021	0.5	16.0	26	+2.0-0.0	0.5	15.5
33rd Street E														
SH-402L	1125278	486855	401 93	25' LT	B/L Surv. 33rd St.	15.6	5.0	7/11/2022	3.6	12.0	22	0.3-1.5	2.0	13.6
SH-185R	1125417	486757	403 + 32	123' LT	B/L Surv. 33rd St.	15.8	4.0	7/11/2022	2.6	13.2	40	0.0-1.5	1.3	14.5
SH-188L	1125521	487035	404 + 38	153' RT	B/L Surv. 33rd St.	11.0	2.0	7/11/2022	0.5	10.5	22	0.3-1.5	ABG ⁽⁶⁾	>11.0
SH-406L	1125676	486859	405 + 23	23' LT	B/L Surv. 33rd St.	15.3	4.5	7/11/2022	2.1	13.2	22	0.3-1.5	1.0	14.3
SH-407R	1125779	486904	406 + 95	21' RT	B/L Surv. 33rd St.	14.6	4.0	7/11/2022	2.3	12.3	22	0.3-1.5	1.0	13.6

⁽¹⁾ Boring locations and elevation were provided by the Project Surveyor. State Plane Coordinates provided by surveyor and converted by Tierra to station and offset using project design files provided by PGA.

⁽²⁾ Depth below existing grades at time of augering.

⁽³⁾ Seasonal high groundwater table depth estimated based on the Manatee County, Florida USDA Soil Survey information.

⁽⁴⁾ Seasonal high groundwater table depth estimated based on soil stratigraphy, measured groundwater levels from the borings, the Manatee County, Florida USDA Soil Survey information and past experience with similar soil conditions.

⁽⁵⁾ GNE: Groundwater Not Encountered

⁽⁶⁾ ABG: Measured groundwater table or estimated seasonal high groundwater table is above existing grade.

Summary of Pond Seasonal High Groundwater Table Estimates
63rd Ave E from U.S. 301 to Tuttle Avenue
Manatee County, Florida
CIP Project No. 6107860
Tierra Project No. 6511-22-126

Boring Name	Boring Location ⁽¹⁾					Surveyed Ground Elevation ⁽¹⁾ (feet, NAVD 88)	Boring Depth ⁽²⁾ (feet)	Measured Groundwater Table			USDA Soil Survey		Estimated SHGWT ⁽⁴⁾		
	FL State Plane West		Station (feet)	Offset (feet)	Reference			Date Recorded	Depth ⁽²⁾ (feet)	Elevation (feet, NAVD 88)	Map Symbol	Estimated SHGWT ⁽³⁾ (feet)	Depth (feet)	Elevation (feet, NAVD 88)	
	Northing	Easting													
Pond 1A															
PB1A-1	1124681	485967	693 30	88' RT.	C/L CONST. 31ST AVE	16.4	5.5	1/24/2023	3.1	13.3	20/26	0.3-1.5/+2.0-0.0	1.5	14.9	
PB1A-2	1124606	486095	692 56	217' RT.	C/L CONST. 31ST AVE	16.4	5.0	1/24/2023	2.8	13.6	20/26	0.3-1.5/+2.0-0.0	1.0	15.4	
PB1A-3	1124381	486004	690 31	128' RT.	C/L CONST. 31ST AVE	16.9	5.5	1/24/2023	3.8	13.1	20	0.3-1.5	2.0	14.9	
PB1A-4	1124265	486039	689 + 15	164' RT.	C/L CONST. 31ST AVE	17.6	6.0	1/24/2023	5.8	11.8	20	0.3-1.5	4.0	13.6	
Pond 2B															
PB2B-1	1125046	488601	1003 81	233' LT.	C/L CONST. SMF 2B	17.3	2.0	9/22/2022	0.6	16.7	40/26	0.0-1.5	0.0	17.3	
PB2B-2	1124866	488661	1004 + 44	54' LT.	C/L CONST. SMF 2B	16.3	2.5	9/22/2022	0.0	16.3	40	0.0-1.5	0.0	16.3	
PB2B-3	1125005	488752	1005 + 33	194' LT.	C/L CONST. SMF 2B	18.0	2.5	9/22/2022	1.1	16.9	40	0.0-1.5	0.5	17.5	
PB2B-4	1124915	488802	1005 + 84	104' LT.	C/L CONST. SMF 2B	17.2	3.0	9/22/2022	0.8	16.4	40	0.0-1.5	0.0	17.2	

⁽¹⁾ Boring locations and elevation were provided by the Project Surveyor. State Plane Coordinates provided by surveyor and converted by Tierra to station and offset using project design files provided by PGA.

⁽²⁾ Depth below existing grades at time of augering.

⁽³⁾ Seasonal high groundwater table depth estimated based on the Manatee County, Florida USDA Soil Survey information.

⁽⁴⁾ Seasonal high groundwater table depth estimated based on soil stratigraphy, measured groundwater levels from the borings, the Manatee County, Florida USDA Soil Survey information and past experience with similar soil conditions.

**Summary of Permeability Test Results in Pond 2B
63rd Ave E from U.S. 301 to Tuttle Avenue
Manatee County, Florida
CIP Project No. 6107860
Tierra Project No. 6511-22-126**

Boring	Test Type ⁽¹⁾	Test/Sample Depth Below Ground Surface	Stratum Tested	Vertical Unsaturated Hydraulic Conductivity, k
		(feet)		(feet/day) ⁽²⁾
PERM2-1	Field	4	1	23
PERM2-1	Laboratory	3-5	1	8
PERM2-2	Field	3.5	1	17
PBS2-2	Laboratory	10-20	2	2
PERM2-3	Field	3	1	38
PERM2-4	Field	2.5	1	22
	Field	4	2	4
PERM2-5	Field	4	1	13
PERM2-6	Field	1.5	1	34

⁽¹⁾ Field permeability tests were performed and the results evaluated in general accordance with the methodology presented in the FDOT Soils and Foundations Handbook for "Case C". Laboratory falling head permeability tests were conducted in accordance with the FDOT test designation FM 5-513.

⁽²⁾ The hydraulic conductivity values presented are for the soil stratum indicated in the table and are **not** factored. The design engineer should apply an appropriate factor of safety.

Design LBR Calculation
63rd street from US 301 to Tuttle Road
Manatee County, Florida
Tierra Project No.: 6511-22-126
2% of Optimum Method

Test No.	Bulk Sample Location	Maximum LBR	LBR at Moisture Contents (of Optimum LBR):	
			- 2%	+ 2%
LBR #1	LBR-SH-163R	43	37	30
LBR #2	LBR-SH-175R	37	32	32
LBR #3	LBR-SH-185R	67	58 40	43 40
LBR #4	LBR-SH-200R	32	29	23
Mean LBR Value		44	35	31
Design LBR = 33				
Design M_R (Resilient Modulus)⁽¹⁾ = 10,750 psi				
(1) Based on 2022 FDOT Flexible Pavement Manual Table 5.1 for relationship of LBR to MR.				

Design LBR Calculation
63rd street from US 301 to Tuttle Road
Manatee County, Florida
Tierra Project No.: 6511-22-126
90% Method

Test No.	Bulk Sample Location	Maximum LBR	Rank	Percent of Samples with equal or greater value
LBR #4	LBR-SH-200R	32	1	100
LBR #2	LBR-SH-175R	37	2	75
LBR #1	LBR-SH-163R	43	3	50
LBR #3	LBR-SH-185R	67	4	25

Design LBR = 34

Design M_R (Resilient Modulus) ⁽¹⁾ = 11,000 psi

⁽¹⁾ Based on 2022 FDOT Flexible Pavement Manual Table 5.1 for relationship of LBR to M_R .

TIERRA

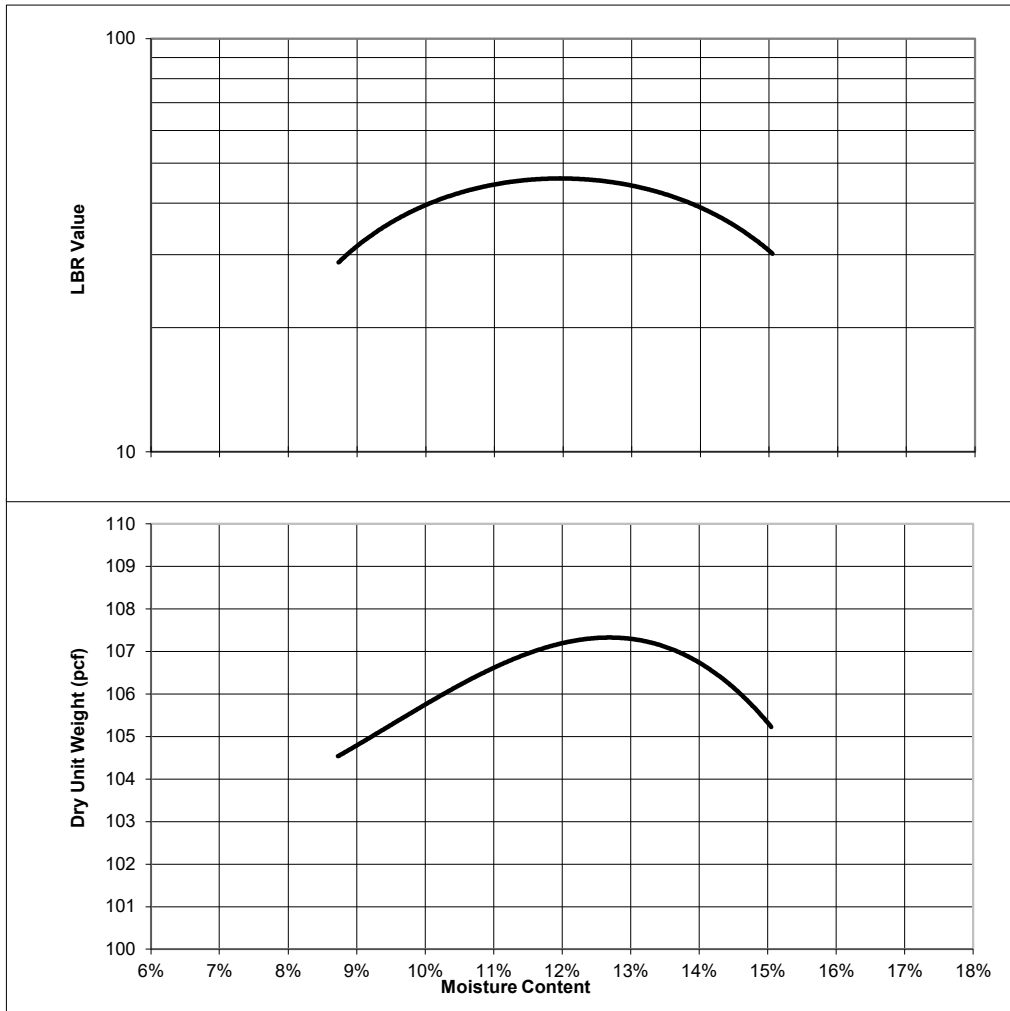
RESULTS OF LIMEROCK BEARING RATIO TEST

Tested For: PGA

Project: 63rd Ave. US 301 to Tuttle

Project No. 6511-22-126
Report No. LBR-P1 (Pond 1)

LBR & MOISTURE-DENSITY RELATIONSHIP



LBR Value	45	Description: Brown Sand to Sand with Silt (SP/SP-SM)
Maximum Density	107.3 pcf	
Optimum Moisture	12.7 %	
Test Method:	FSTM FM 5-515	
Tested By:	J. Shuey	Sample Depth: 0' - 2'

cc:

7351 Temple Terrace • Tampa, FL 33637
Florida Certificate No. 6486

Respectfully Submitted,
TIERRA INC.

TIERRA

RESULTS OF LIMEROCK BEARING RATIO TEST

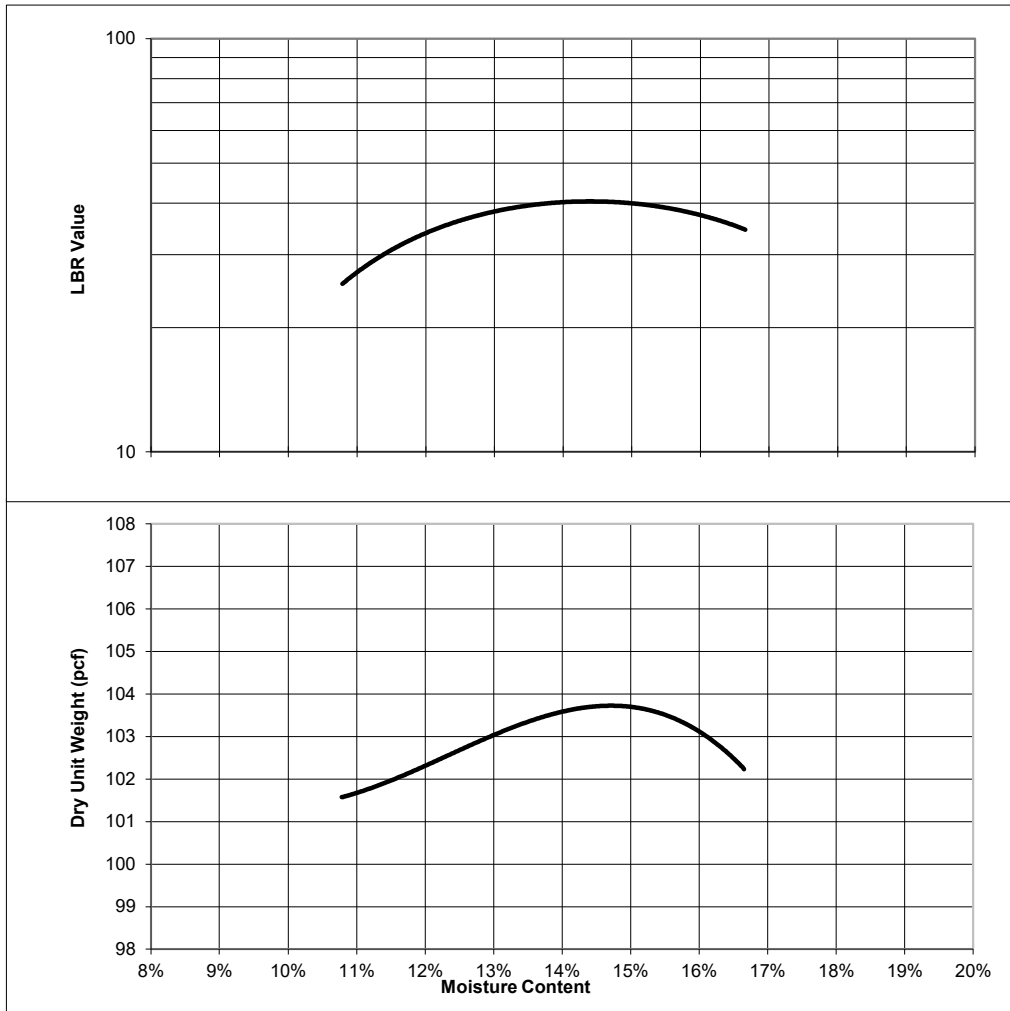
Tested For: PGA

Project: 63rd Ave. US 301 to Tuttle

Project No. 6511-22-126

Report No. LBR-P2 (Pond 1)

LBR & MOISTURE-DENSITY RELATIONSHIP



LBR Value 40

Description: Gray Fine Sand to Silty Sand (SP/SP-SM)

Maximum Density 103.7 pcf

Optimum Moisture 14.8 %

Test Method: FSTM FM 5-515

Tested By: J. Shuey

Sample Depth: 0' - 2'

cc:

7351 Temple Terrace • Tampa, FL 33637
Florida Certificate No. 6486

Respectfully Submitted,
TIERRA INC.

TIERRA

RESULTS OF LIMEROCK BEARING RATIO TEST

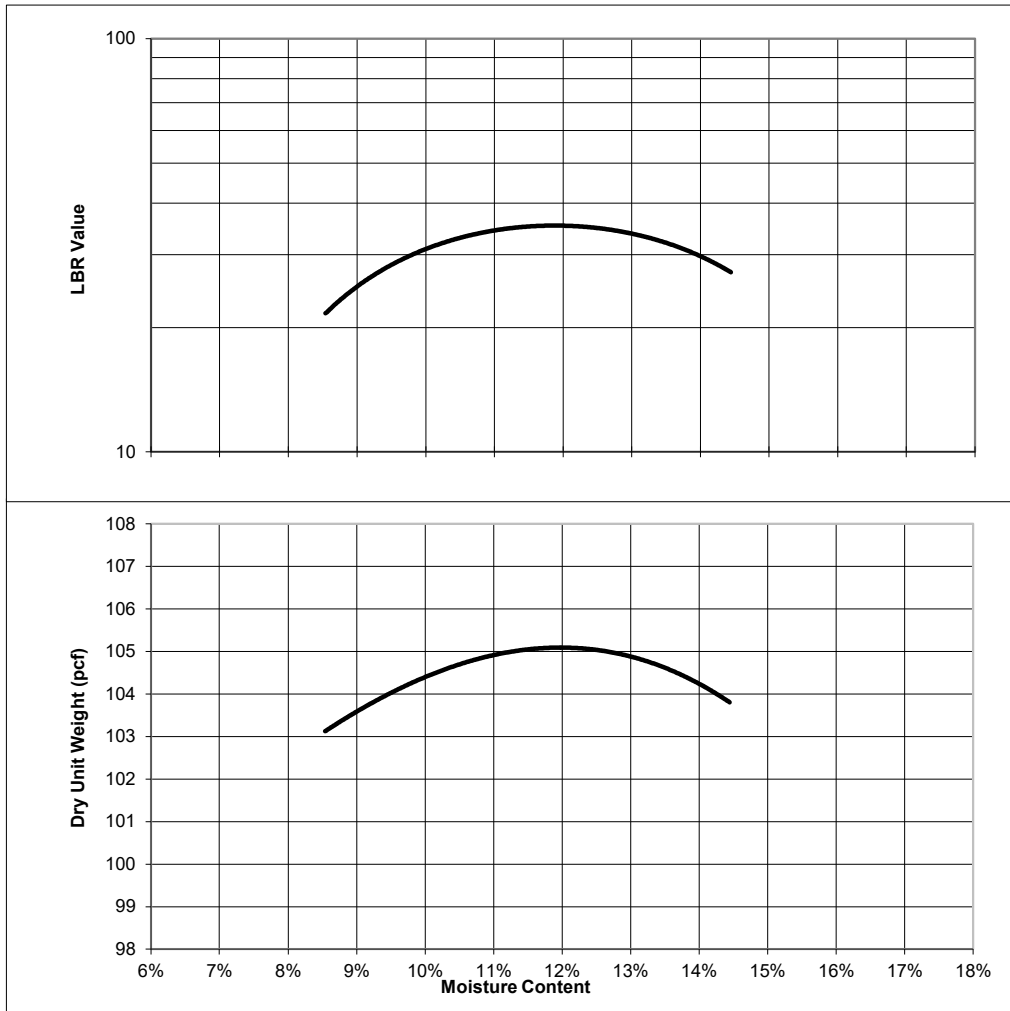
Tested For: PGA

Project: 63rd Ave. US 301 to Tuttle

Project No. 6511-22-126

Report No. LBR-P3 (Pond 2B)

LBR & MOISTURE-DENSITY RELATIONSHIP



LBR Value 36
Maximum Density 105.1 pcf
Optimum Moisture 12.0 %
Test Method: FSTM FM 5-515
Tested By: J. Shuey

Description: Gray to Brown Sand to Sand with Silt (SP/SP-SM)

Sample Depth: 0' - 2'

cc:

7351 Temple Terrace • Tampa, FL 33637
Florida Certificate No. 6486

Respectfully Submitted,
TIERRA INC.

TIERRA

RESULTS OF LIMEROCK BEARING RATIO TEST

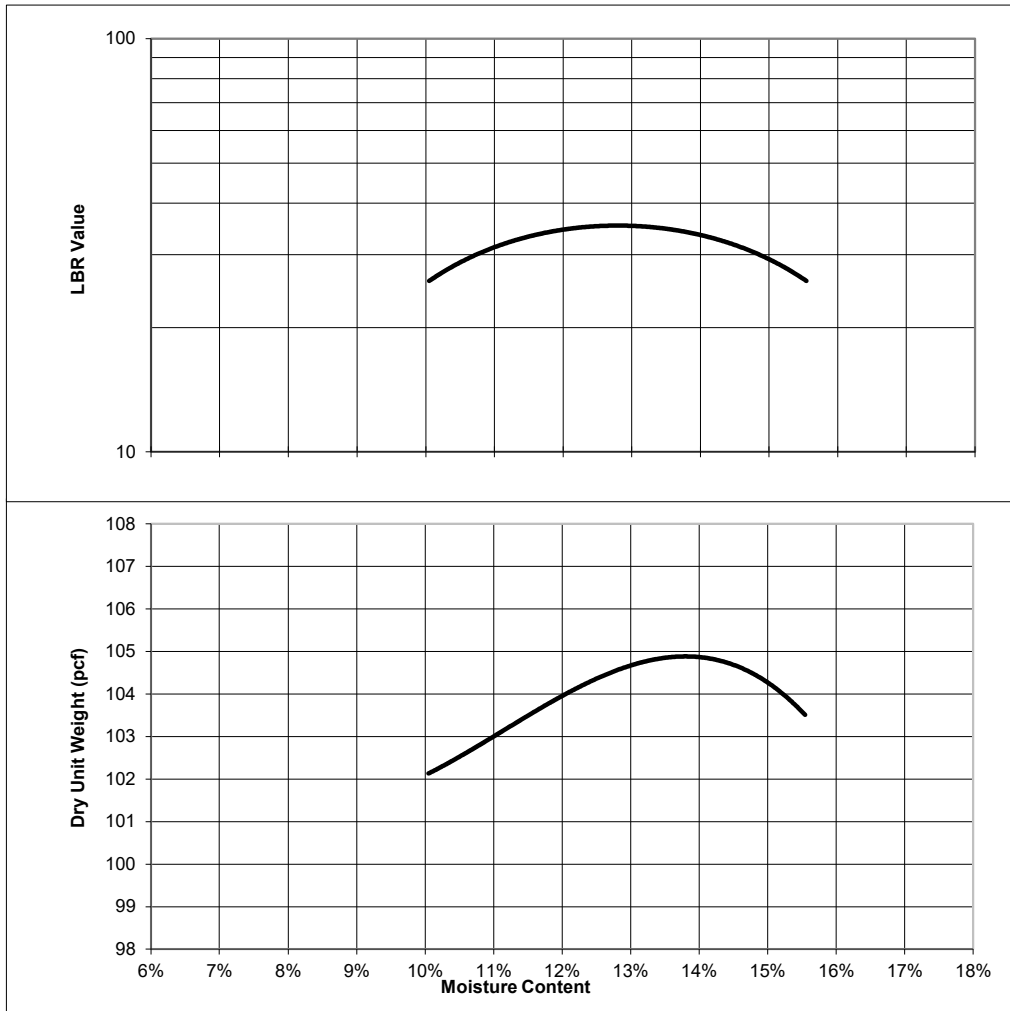
Tested For: PGA

Project: 63rd Ave. US 301 to Tuttle

Project No. 6511-22-126

Report No. LBR-P4 (Pond 2B)

LBR & MOISTURE-DENSITY RELATIONSHIP



LBR Value 35
Maximum Density 104.9 pcf
Optimum Moisture 13.8 %
Test Method: FSTM FM 5-515
Tested By: J. Shuey

Description: Dark Brown Fine Sand To Sand with Silt (SP/SP-SM)

Sample Depth: 0' - 2'

cc:

7351 Temple Terrace • Tampa, FL 33637
Florida Certificate No. 6486

Respectfully Submitted,
TIERRA INC.

PAVEMENT DATA TABLE
63rd Ave E from U.S. 301 to Tuttle Avenue
Manatee County, Florida
CIP Project No. 6107860
Tierra Project No.: 6511-22-126

Core No.	Approximate Core Location ⁽¹⁾ (Station Along Roadway of core)	Roadway Alignment	Lane Designation	Wheel Path	Asphalt Pavement ⁽²⁾		Base for Paved Roadway		Subgrade		Crack Depth (inches)	Pavement Condition ⁽⁴⁾	Groundwater Depth ⁽³⁾ (feet)	Comments
					Type S/SP	Total Asphalt Core Length (inches)	Type	Thickness (inches)	Type	Depth ⁽³⁾ (feet)				
C-161L1	160+95	CL 63rd Ave E	L1	RWP	4.5	4.5	Bank Run Shell	11.5	A-3	0.0 to 3.7	--- ⁽⁵⁾	Fair	>3.7	
C-193R1	193+22	CL 63rd Ave E	R1	RWP	1.8	1.8	Crush Concrete	7.1	A-3	0.0 to 4.3	--- ⁽⁵⁾	Fair	>4.3	
C-193OR	193+00	CL 63rd Ave E	OR	RWP	2.3	2.3	Crush Concrete	8.3	A-3	0.0 to 4.1	--- ⁽⁵⁾	Fair	>4.1	
C-196L1	195+98	CL 63rd Ave E	L1	RWP	1.4	1.4	Crush Concrete	8.1	A-3/ A-2-4	0.0 to 2.7	1.4 ⁽⁶⁾	Fair	>4.2	Asphalt Core taken within Crack; Full Depth Crack Within Core.
								A-3	2.7 to 4.2					
C-196OL	196+01	CL 63rd Ave E	OL	RWP	1.6	1.6	Crush Concrete	8.6	A-2-4	0.0 to 3.1	--- ⁽⁵⁾	Fair	>3.1	
C-400L1	400+05	CL. 33 Street E	L1	RWP	3.3	3.3	Bank Run Shell	7.8	A-2-4	0.0 to 3.6	3.3 ⁽⁶⁾	Fair to Poor	3.7	Asphalt Core taken within Crack; Full Depth Crack Within Core.
								A-3 with shell	3.6 to 4.1					
C-410R1	409+96	CL. 33 Street E	R1	RWP	3.0	3.0	Bank Run Shell	12.0	A-3	0.0 to 3.5	3.0 ⁽⁶⁾	Fair	>3.5	Asphalt Core taken within Crack; Full Depth Crack Within Core.

Notes:
⁽¹⁾ Pavement core locations were obtained by Tierra, Inc. in the field using hand-held, non-survey grade GPS equipment with a manufacturer's reported accuracy of ± 10 feet should be considered approximate.
⁽²⁾ Pavement layer identification based on visual review using FDOT Mixture nomenclature. Actual pavement may be a local mix.
⁽³⁾ Depth measured from bottom of base material.
⁽⁴⁾ Pavement condition based on visual observatoin only: Good, Fair or Poor.
⁽⁵⁾ No cracks were observed within the pavement cores at these locations.
⁽⁶⁾ Full depth cracking observed within the pavement core at these locations.

63rd Ave
Parcel 1870010079 33rd Street East – FPC Site
Test Pit Photographs



Photograph 1. Test Pit TP-1.

63rd Ave
Parcel 1870010079 33rd Street East – FPC Site
Test Pit Photographs



Photograph 2. Test Pit TP-2

63rd Ave
Parcel 1870010079 33rd Street East – FPC Site
Test Pit Photographs



Photograph 3. Test Pit TP-2

63rd Ave
Parcel 1870010079 33rd Street East – FPC Site
Test Pit Photographs



Photograph 4. Test Pit TP-2.

63rd Ave
Parcel 1870010079 33rd Street East – FPC Site
Test Pit Photographs



Photograph 5. Test Pit TP-4

63rd Ave
Parcel 1870010079 33rd Street East – FPC Site
Test Pit Photographs



Photograph 6. Test Pit TP-4.

63rd Ave
Parcel 1870010079 33rd Street East – FPC Site
Test Pit Photographs



Photograph 7. Test Pit TP-6 metal pipe encountered.

63rd Ave
Parcel 1870010079 33rd Street East – FPC Site
Test Pit Photographs



Photograph 8. Test Pit TP-7.

63rd Ave
Parcel 1870010079 33rd Street East – FPC Site
Test Pit Photographs



Photograph 9. Test Pit TP-8.

63rd Ave
Parcel 1870010079 33rd Street East – FPC Site
Test Pit Photographs



Photograph 10. Test Pit TP-9.

APPENDIX D

Summary of Laboratory Test Results for soil classification
Summary of Corrosion Test Results for Environmental Classification

Summary of Laboratory Test Results for Soil Classification
63rd Ave E from U.S. 301 to Tuttle Avenue
Manatee County, Florida
CIP Project No. 6107860
Tierra Project No.: 6511-22-126

Boring Number	Sample Depth (ft)	Stratum Number	AASHTO Symbol	Sieve Analysis					Atterberg Limits			Organic Content (%)	Natural Moisture Content (%)
				#10	#40	#60	#100	#200	Liquid Limit	Plastic Limit	Plasticity Index		
AB-187R	0 - 3	1	A-3					2	-	-	-	-	-
SH-193L	1.0 - 2.5	1	A-3	---	---	---	---	2	---	---	---	---	---
AB-175L	0 - 3.5	1	A-3					3	-	-	-	-	-
SH-185R	0.5 - 3.5	1	A-3	---	---	---	---	3	---	---	---	---	---
PBA1-3	1 - 1.5	1	A-3					3	-	-	-	-	-
AB-201L	0 - 5	1	A-3					3	-	-	-	-	-
B-174R	2 - 4	1	A-3					3	-	-	-	-	-
SH-406L	1.5 - 2.5	1	A-3	100	94	78	40	3	---	---	---	---	---
AB-405R	0 - 2.5	1	A-3					4	-	-	-	-	-
SH-203L	1.5 - 2.5	1	A-3	---	---	---	---	4	---	---	---	---	---
SH-407R	2.0 - 3.5	1	A-3	---	---	---	---	4	---	---	---	---	---
B-167R	6 - 8	1	A-3					4	-	-	-	-	-
LabPerm2-1	3 - 5	1	A-3	100	94	80	42	4	-	-	-	-	-
SH-166L	1.5 - 4.5	1	A-3	---	---	---	---	4	---	---	---	---	---
SH-175R	1.5 - 4.0	1	A-3	---	---	---	---	5	---	---	---	---	---
PBS2-6	8 - 10	1	A-3					5	-	-	-	-	-
LAB PERM 1	0 - 10	1	A-3	100	95	80	39	5	-	-	-	-	-
PBA1-2	1 - 1.5	1	A-3					6	-	-	-	-	-
PBS2-3	13.5 - 15	1	A-3					7	-	-	-	-	-
B-177L	2 - 4	1	A-3					7	-	-	-	-	-
SH-200R	1.5 - 3.5	1	A-3	---	---	---	---	7	---	---	---	---	---
HA-11	0.5 - 1	1	A-3					8	-	-	-	-	-
HA-9	1.5 - 3	1	A-3					9	-	-	-	-	-
B-176L	18.5 - 20	1	A-3					10	-	-	-	-	-
PBS-1	2 - 4	1	A-3					10	-	-	-	-	-
B-197L	6 - 8	1	A-3					10	-	-	-	-	-
B-167R	4 - 6	1	A-3					10	-	-	-	1	26
PBS-2	4 - 6	1	A-3					10	-	-	-	-	-
AB-187R	3 - 5	2	A-2-4					11	-	-	-	-	-
B-174R	13.5 - 15	2	A-2-4					12	-	-	-	-	-
AB-162L	4 - 4.5	2	A-2-4					12	-	-	-	-	-
AB-172L	3.5 - 5	2	A-2-4					13	NP	NP	NP	-	23
B-195L	4 - 6	2	A-2-4					13	-	-	-	-	-
PBS2-1	13.5 - 15	2	A-2-4					14	-	-	-	-	-
AB-172R	2.5 - 3	2	A-2-4					14	NP	NP	NP	-	21
PBS2-5	4 - 6	2	A-2-4					14	-	-	-	-	-
HA-6	0 - 2.5	2	A-2-4					14	-	-	-	-	-
B-177L	4 - 6	2	A-2-4					15	NP	NP	NP	-	26
AB-187L	3 - 5	2	A-2-4					16	NP	NP	NP	-	21
SH-172L	3.5 - 4.0	2	A-2-4	---	---	---	---	16	NP	NP	NP	---	23
AB-206R	2.5 - 3.5	2	A-2-4					16	NP	NP	NP	-	21
AB-207L	2.5 - 3.0	2	A-2-4	---	---	---	---	17	23	18	5	---	20
HA-5	0 - 2	2	A-2-4					17	NP	NP	NP	-	17
C-400L1	2.5 - 4.5	2	A-2-4	---	---	---	---	17	NP	NP	NP	---	35
LabPerm2-2	4 - 5	2	A-2-4	100	95	82	49	17	-	-	-	-	-
PBS2-1	2 - 4	2	A-2-4					18	-	-	-	-	-
PBS2-2	2 - 4	2	A-2-4					18	NP	NP	NP	-	19
Perm2-3	3.5 - 5	2	A-2-4					19	NP	NP	NP	-	16
PBS2-2	13.5 - 15	2	A-2-4					19	NP	NP	NP	-	37
SH-193L	4.0 - 4.5	2	A-2-4	---	---	---	---	19	NP	NP	NP	---	10
C-410R1	3.0 - 4.8	2	A-2-4	---	---	---	---	20	---	---	---	---	---
HA-11	2 - 2.5	2	A-2-4					22	NP	NP	NP	-	18
SH-178R	0.0 - 2.0	3	A-3	---	---	---	---	3	---	---	---	3	36
SH-197L	0.5 - 2.0	3	A-3	---	---	---	---	5	---	---	---	3	25
AB-167R	3 - 5	3	A-3					9	-	-	-	3	27
B-165R	2 - 4	3	A-2-4					11	-	-	-	2	28
HA-5	3 - 5.5	3	A-2-4					15	-	-	-	4	21
AB-164+50R	0 - 2.5	4	A-8					7	-	-	-	5	65
AB-167+50R	2.5 - 6	4	A-8					8	-	-	-	5	29
AB-166+50R	2.5 - 5	4	A-8					10	-	-	-	5	32

Summary of Laboratory Test Results for Soil Classification
63rd Ave E from U.S. 301 to Tuttle Avenue
Manatee County, Florida
CIP Project No. 6107860
Tierra Project No.: 6511-22-126

Boring Number	Sample Depth (ft)	Stratum Number	AASHTO Symbol	Sieve Analysis					Atterberg Limits			Organic Content (%)	Natural Moisture Content (%)
				#10	#40	#60	#100	#200	Liquid Limit	Plastic Limit	Plasticity Index		
AB-167R	2 - 3	4	A-8					8	-	-	-	8	43
C-193R1	4.5 - 5.0	4	A-8	---	---	---	---	9	---	---	---	11	35
AB-166R	0 - 3	4	A-8					11	-	-	-	7	45
AB-165R	2 - 4	4	A-8					11	-	-	-	8	41
AB-209L	1.0 - 2.0	4	A-8	---	---	---	---	12	---	---	---	5	42
AB-208L	1.0 - 1.5	4	A-8	---	---	---	---	14	---	---	---	5	26
AB-210L	0.0 - 2.0	4	A-8	---	---	---	---	16	---	---	---	11	59
AB-165+50R	0 - 4.5	4	A-8					20	-	-	-	11	94
PBS2-4	13.5 - 15	5	A-2-6					19	28	17	11	-	48
AB-162L	4.5 - 5	5	A-2-6					21	31	19	11	-	23
PBS2-5	0 - 2	5	A-2-6					23	26	12	14	-	19
PBS2-4	4 - 6	5	A-2-6					23	32	19	13	-	23
HA-10	0 - 4	5	A-2-6					35	31	16	15	-	26
HA-6	2.5 - 4	6	A-6					38	39	17	22	-	39
HA-10	4.5 - 5.5	6	A-6					40	38	18	20	-	37
B-195L	13.5 - 15	6	A-4					56	24	17	7	-	53
SPT-3	23.5 - 25	6	A-6					43	36	20	16	-	34
SPT-1	0 - 2	8	A-3					10	-	-	-	-	-
SPT-1	13.5 - 15	9	A-2-4					11	-	-	-	-	-
SPT-1	2 - 4	9	A-2-4					12	-	-	-	-	-
TP-8	0 - 2	9	A-2-4					19	-	-	-	2	19
SPT-4	0 - 2	9	A-2-4					21	NP	NP	NP	-	17
TP-5	2.5 - 6	10	A-8					20	-	-	-	6	32
SPT-2	2 - 4	11	A-2-6					26	32	21	11	-	23
TP-10	0.5 - 3.5	11	A-2-6					31	39	14	25	-	25
SPT-3	2 - 4	12	A-7-6					55	63	22	41	-	54
TP-8	2.5 - 5.5	12	A-7-5					80	84	30	54	-	60
PBS2-3	18.5 - 20	13	A-7-5					72	65	30	35	-	75
SPT-1	23.5 - 25	13	A-7-5					73	61	31	30	-	60
SPT-2	23.5 - 25	13	A-7-6					73	50	20	29	-	50
PBS2-6	13.5 - 15	13	A-7-6					97	66	26	40	-	87

Summary of Laboratory Test Results for Environmental Classification
63rd Ave E from U.S. 301 to Tuttle Avenue
Manatee County, Florida
CIP Project No. 6107860
Tierra Project No.: 6511-22-126

Boring Number	Depth (feet)	Stratum Number	pH (FM 5-550)	Resistivity (ohm-cm) (FM 5-551)	Chlorides (ppm) (FM 5-552)	Sulfates (ppm) (FM 5-553)	Environmental Classification ⁽¹⁾	
							Steel	Concrete
SH-166L	1.5 - 4.5	1	6.7	3,300	15	183	Moderately Aggressive	Slightly Aggressive
SH-175R	1.5 - 4.0	1	6.9	7,800	15	66	Moderately Aggressive	Slightly Aggressive
SH-185R	0.5 - 3.5	1	7.0	28,000	15	<5	Moderately Aggressive	Slightly Aggressive
SH-200R	1.5 - 3.5	1	7.0	29,000	15	<5	Moderately Aggressive	Slightly Aggressive
SH-407R	2.0 - 3.5	1	7.7	7,100	15	<5	Slightly Aggressive	Slightly Aggressive

⁽¹⁾ As per FDOT Structures Design Guidelines

SECTION F, SAMPLE AGREEMENT



CONSULTANT COMPETITIVE NEGOTIATION

ACT (CCNA)

AGREEMENT No. [ENTER NUMBER]

PROFESSIONAL SERVICES [ENTER TITLE]

between

MANATEE COUNTY (COUNTY)

and

[ENTER CONSULTANT NAME]

(CONSULTANT)

AGREEMENT FOR [INSERT TYPE OF SERVICE]

THIS AGREEMENT is made and entered into as of this [date] day of [month], 2024 (“Effective Date”), by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, (“**COUNTY**”), with offices located at 1112 Manatee Avenue West, Bradenton, Florida 34205, and **[INSERT COMPANY NAME]**, a [<enter the state of incorporation> and identify if it is a Company, Corporation, Limited Liability Company, etc.], (“**CONSULTANT**”) with offices located at [Insert address], and duly authorized to conduct business in the State of Florida. COUNTY and CONSULTANT are collectively referred to as the “Parties” and individually as “Party.”

WHEREAS, CONSULTANT engages in the business of providing [INSERT TYPE OF SERVICE]; and

WHEREAS, COUNTY has determined that it is necessary, expedient and in the best interest of COUNTY to retain CONSULTANT to render the professional services described in this Agreement; and

WHEREAS, this Agreement is a result of CONSULTANT’S submission of a proposal in response to Request for Qualifications No. [INSERT RFQ NUMBER] and COUNTY thereafter conducted a competitive selection process in accordance with the Manatee County Procurement Code and Florida Statute § 287.055.

NOW, THEREFORE, the COUNTY and CONSULTANT, in consideration of the mutual covenants, promises, and representations contained herein, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1. SCOPE OF SERVICES

CONSULTANT shall provide professional services as described in **Exhibit A**, Scope of Services (“Services”). “Task” as used in this Agreement, refers to particular categories/groupings of services specified in **Exhibit A**.

ARTICLE 2. EXHIBITS INCORPORATED

This Agreement consists of a primary contract and <number> exhibits, which are as follows:

- Exhibit A** Scope of Services
- Exhibit B** Fee Rate Schedule
- Exhibit C** Affidavit of No Conflict
- Exhibit D** Anti-Human Trafficking Affidavit
- Exhibit E** Insurance < and Bond > Requirements

These Exhibits are attached hereto and are incorporated into this Agreement. In the event of a conflict between the terms and conditions provided in the Articles of this Agreement and any Exhibit, the provisions contained within these Articles shall prevail unless the Exhibit specifically states that it shall prevail.

ARTICLE 3. AGREEMENT TERM

- A. This Agreement shall commence on the Effective Date and remain in force until all Work issued during the effective period of this Agreement is completed, unless terminated by COUNTY pursuant to Article 10, but not to exceed [insert number of years] years.

ARTICLE 4. COMPENSATION

- A. Compensation payable to CONSULTANT for the Services and expenditures incurred in providing the Services specified in **Exhibit A** shall be as stated in **Exhibit B**.
- B. Compensation to CONSULTANT shall be based on actual hours performed times fee rate of the individual performing the work, plus reimbursable expenses up to the maximum compensation authorized in **Exhibit B**.
- C. The fee rates specified in **Exhibit B** shall be the total compensation for Services and shall contain all costs to include salaries, office operation, transportation, equipment, overhead, general and administrative, incidental expenses, fringe benefits and operating margin.

ARTICLE 5. INVOICES AND TIME OF PAYMENT

- A. Subject to the provisions of this Agreement, COUNTY shall pay CONSULTANT for the Services at a rate of compensation according to the deliverable payment schedule stated in **Exhibit B**.
- B. COUNTY shall approve of all invoices prior to payment.
- C. When CONSULTANT seeks payment for any deliverable or reimbursable expense, it shall provide COUNTY with an invoice that includes a description of authorized Services performed and/or expense incurred, and the total unpaid compensation CONSULTANT represents as being due and owing as of the invoice date. All invoices shall include the number which COUNTY shall assign to this Agreement and will be provided to CONSULTANT in writing, upon execution of this Agreement.
- D. If any Task requires units of deliverables, such units must be received and accepted in writing by the COUNTY prior to payment.
- E. COUNTY shall have forty-five (45) days from the receipt of an invoice seeking payment of fees or costs to either pay the invoice, or notify CONSULTANT that the deliverable, or any part thereof, is unacceptable, and/or that any asserted expense is not reimbursable.
- F. COUNTY shall have the right to retain from any payment due CONSULTANT under this Agreement, an amount sufficient to satisfy any amount of liquidated damages due and owing to COUNTY by CONSULTANT on any other Agreement between CONSULTANT and COUNTY.
- G. All costs of providing the Services shall be the responsibility of CONSULTANT, with the exception of reimbursement by COUNTY for costs deemed reimbursable in **Exhibit B**.

- H. Any dispute between COUNTY and CONSULTANT with regard to the Services or CONSULTANT'S invoice shall be resolved pursuant to the dispute resolution procedures established by Manatee County Procurement Code and Article 12 of this Agreement.

ARTICLE 6. RESPONSIBILITIES OF CONSULTANT

- A. CONSULTANT shall appoint an Agent with respect to the Services. CONSULTANT'S Agent shall have the authority to make representations on behalf of CONSULTANT, receive information, and interpret and define the needs of CONSULTANT and make decisions pertinent to Services covered by this Agreement. CONSULTANT'S Agent shall have the right to designate other employees of CONSULTANT to serve in his or her absence. CONSULTANT reserves the right to designate a different agent, provided that COUNTY is given advance written notice thereof.
- B. CONSULTANT shall perform the Services in accordance with the terms and conditions of this Agreement.
- C. CONSULTANT shall ensure that all employees assigned to render the Services are duly qualified, registered, licensed or certified to provide the Services required.
- D. CONSULTANT shall be responsible for collecting all existing data required for the successful completion of each Task.
- E. CONSULTANT shall not engage in any obligations, undertakings, contracts or professional obligations that create a conflict of interest, or even an appearance of a conflict of interest, with respect to the Services. CONSULTANT attests to this via an Affidavit of No Conflict, **Exhibit C**.
- F. CONSULTANT shall be entitled to rely upon information provided from COUNTY. Information includes, but is not limited to, additional services, consultations, investigations, and reports necessary for the execution of CONSULTANT'S work under this Agreement. CONSULTANT shall be fully responsible for verifying, to the extent practicable, documents and information provided by COUNTY and identifying any obvious deficiencies concerning the documents and information provided. CONSULTANT shall notify COUNTY of any errors or deficiencies noted in such information provided and assist, to the extent practicable, COUNTY in the identification and resolution of same. CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the Services.
- G. CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

- H. CONSULTANT shall maintain an adequate and competent staff of professionally qualified persons during the term of this Agreement for the purpose of rendering the required services hereunder. CONSULTANT shall not sublet, assign or transfer any services under this Agreement without prior written consent of COUNTY.
- I. COUNTY may require in writing that CONSULTANT remove from the project any of CONSULTANT'S personnel that COUNTY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in compensation or agreement term based on COUNTY'S use of this provision will be valid.

ARTICLE 7. RESPONSIBILITIES OF COUNTY

- A. COUNTY shall, through its County Administrator, appoint an individual to serve as County Representative. The County Representative shall have the authority to transmit instructions, receive information, interpret and define the policy of COUNTY and make decisions pertinent to services covered by this Agreement. COUNTY reserves the right to designate a different County Representative, provided that CONSULTANT is given written notice thereof.
- B. COUNTY shall make available, at no cost to CONSULTANT, information relative to the project that is useful in the performance of the Services.
- C. COUNTY shall provide prompt notice to CONSULTANT whenever COUNTY observes or otherwise becomes aware of any defect in the performance of the Services under this Agreement.
- D. COUNTY shall give careful and reasonable consideration to the findings and recommendations of CONSULTANT and shall respond and issue notices to proceed in a timely manner.
- E. COUNTY personnel shall be available on a time-permitting basis, where required and necessary to assist CONSULTANT. The availability and necessity of said personnel to assist CONSULTANT shall be at the discretion of COUNTY.
- F. COUNTY shall perform the responsibilities enumerated in this Article at no cost to CONSULTANT.

ARTICLE 8. COUNTY'S PROJECT MANAGER

The Project Manager shall be appointed to represent COUNTY in all technical matters pertaining to the Services. The Project Manager shall have the following responsibilities:

- A. The examination of all reports, sketches, drawings, estimates, proposals, and any other documents provided by CONSULTANT.
- B. Providing CONSULTANT written decisions of COUNTY'S approval or disapproval of these documents within a reasonable time.
- C. Transmission of instructions, receipt of information, and interpretation of COUNTY policies

and decisions with respect to design, materials and other matters pertinent to the services provided under this Agreement.

- D. Provide CONSULTANT with prompt written notice whenever COUNTY observes, or otherwise becomes aware of, any defects or changes necessary in a project.

ARTICLE 9. COUNTY OWNERSHIP OF WORK PRODUCT

The Parties agree that COUNTY shall have exclusive ownership of all reports, documents, designs, ideas, materials, reports, concepts, plans, creative works, and other work product developed for or provided to COUNTY in connection with this Agreement, and all patent rights, copyrights, trade secret rights and other intellectual property rights relating thereto (collectively “the Intellectual Property”). CONSULTANT hereby assigns and transfers all rights in the Intellectual Property to COUNTY. CONSULTANT further agrees to execute and deliver such assignments and other documents as COUNTY may later require to perfect, maintain and enforce COUNTY’S rights as sole owner of the Intellectual property, including all rights under patent and copyright law.

ARTICLE 10. TERMINATION OF AGREEMENT

A. TERMINATION FOR CAUSE:

1. COUNTY shall have the right, by written notice to CONSULTANT, to terminate this Agreement, in whole or in part, for failure to substantially comply with the terms and conditions of this Agreement, to include:
 - a. Failure to provide products or Services that comply with the specifications herein or that fail to meet COUNTY’S performance standards;
 - b. Failure to deliver the supplies or perform the Services within the time specified; or
 - c. Progress that is at a rate that disrupts the overall performance of this Agreement.
2. Prior to termination for default, COUNTY shall provide adequate written notice to CONSULTANT, affording CONSULTANT the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.
3. Such termination may also result in suspension or debarment of CONSULTANT in accordance with Manatee County’s Procurement Ordinance, Chapter 2-26. CONSULTANT shall be liable for any damage to COUNTY resulting from CONSULTANT’S default of the Agreement.
4. In the event of termination of this Agreement, CONSULTANT shall be liable for any damage to COUNTY resulting from CONSULTANT’S default of this Agreement. This liability includes any increased costs incurred by COUNTY in completing performance under this Agreement.

5. In the event of termination by COUNTY for any cause, CONSULTANT shall not have any right or claim against COUNTY for lost profits or compensation for lost opportunities. After a receipt of COUNTY'S Notice of Termination and except as otherwise directed by COUNTY, CONSULTANT shall:
 - a. Stop work on the date and to the extent specified;
 - b. Terminate and settle all orders and subcontracts relating to the performance of the terminated work;
 - c. Transfer all work in process, completed work, and other materials related to the terminated work as directed by COUNTY; and
 - d. Continue and complete all parts of that work that have not been terminated.

B. TERMINATION WITHOUT CAUSE:

COUNTY may terminate this Agreement, in whole or in part, without cause. COUNTY shall provide CONSULTANT a written "Notice of Intent to Terminate" thirty (30) days prior to the date of termination. If this Agreement is terminated by the COUNTY without cause, CONSULTANT shall be entitled to payment for all Services performed to the satisfaction of the COUNTY and all expenses incurred under this Agreement prior to termination, less any costs, expenses or damages due to the failure of the CONSULTANT to properly perform pursuant to this Agreement. CONSULTANT shall not be entitled to any other compensation, including anticipated profits on unperformed Services.

ARTICLE 11. TRANSITION SERVICES UPON TERMINATION

Upon termination or expiration of this Agreement, CONSULTANT shall cooperate with COUNTY to assist with the orderly transfer of the Services to COUNTY. Prior to termination or expiration of this Agreement, COUNTY may require CONSULTANT to perform and, if so required, CONSULTANT shall perform, certain transition services necessary to shift the services of CONSULTANT to another provider or to COUNTY itself as described below (the "Transition Services"). The Transition Services may include but shall not be limited to:

- A. Working with COUNTY to jointly develop a mutually agreed upon Transition Services plan to facilitate the termination of the services;
- B. Executing the Transition Services plan activities;
- C. Answering questions regarding the Services on an as-needed basis; and
- D. Providing such other reasonable services needed to effectuate an orderly transition to a new Service provider or to COUNTY.

ARTICLE 12. DISPUTE RESOLUTION

- A. Disputes shall be resolved in accordance with the Manatee County Purchasing Code (Chapter 2-26 of the Manatee County Code of Ordinances). Any dispute resolution constituting a material change in this Agreement shall not be final until an amendment to this Agreement has been approved and executed by the COUNTY.

- B. CONSULTANT agrees it must exhaust all dispute resolution procedures set forth in Manatee County's Procurement Code prior to instituting any action in state or federal court or before any administrative agency or tribunal.

ARTICLE 13. COMPLIANCE WITH LAWS

All Services rendered or performed by CONSULTANT pursuant to the provisions of this Agreement shall be in compliance with all applicable local, state and federal laws and ordinances. CONSULTANT shall have and keep current at all times during the term of this Agreement all licenses and permits as required by law.

ARTICLE 14. NON-DISCRIMINATION

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, sex, creed, national origin, disability or age, and will take affirmative action to ensure that all employees and applicants are afforded equal employment opportunities. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining (including apprenticeship and on-the-job training).

ARTICLE 15. MAINTENANCE OF RECORDS; AUDITS; LICENSES

- A. CONSULTANT shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by COUNTY to assure proper accounting of funds and compliance with the provisions of this Agreement.

CONSULTANT shall provide COUNTY all information, reports, records and documents required by this Agreement or by COUNTY ordinances, rules or procedures, or as needed by COUNTY to monitor and evaluate CONSULTANT'S performance. Such materials shall also be made available to COUNTY upon request for auditing purposes. Inspection or copying will occur during normal business hours, and as often as COUNTY may deem necessary. COUNTY shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or CONSULTANT made by any local, state or federal agency. To the extent such materials are in the possession of a third party, CONSULTANT must obtain them from that third party, or certify in writing to COUNTY why it was unable to do so. CONSULTANT shall retain all records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations, and, at a minimum, retain all records and supporting documents related to this Agreement, except duplicate copies or drafts, for at least three (3) years after the termination date.

- B. CONSULTANT shall obtain any licenses required to provide the Services and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be forwarded to COUNTY within ten (10) days of receipt by CONSULTANT. CONSULTANT shall immediately notify COUNTY if the required licenses of any of its principles or agents working on this Agreement are terminated, suspended, revoked or are otherwise invalid and/or are no longer in good standing.

ARTICLE 16. PUBLIC RECORDS

Pursuant to Florida Statutes §119.0701, to the extent CONSULTANT is performing services on behalf of COUNTY, CONSULTANT shall:

- A. Keep and maintain public records that would ordinarily be required by COUNTY to perform the service.
- B. Upon request from COUNTY'S custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if CONSULTANT does not transfer the records to COUNTY.
- D. Upon completion of this Agreement, transfer, at no cost, to COUNTY all public records in possession of CONSULTANT or keep and maintain public records required by COUNTY to perform the service. If CONSULTANT transfers all public records to COUNTY upon completion of this Agreement, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of this Agreement, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Phone: 941.742.5845

Email: lacy.pritchard@mymanatee.org

**Mail or hand delivery:
Attn: Records Manager
1112 Manatee Avenue West
Bradenton, FL 34205**

ARTICLE 17. INDEMNIFICATION

- A. The CONSULTANT shall indemnify and hold harmless County, its officers, and employees from liabilities, damages, losses and costs, including but not limited to reasonable attorney's

fees, to the extent caused by negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT, its personnel, design professionals and other persons employed or utilized by the CONSULTANT in the performance of this Agreement. Such indemnification shall include the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs. County reserves the right to defend itself.

- B. CONSULTANT shall indemnify, defend, save and hold harmless the COUNTY, its officers, and employees all third-party claims, liabilities, loss, or cause of action that the Services constitutes an infringement of any third-party intellectual property right(s), unless such claim is based on COUNTY'S wrongful or illegitimate use of the Services. The foregoing states the entire liability of CONSULTANT and the sole and exclusive remedy for COUNTY with respect to any third-party claim of infringement or misappropriation of intellectual property rights. Such indemnification shall include, but not be limited to, the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs, including attorneys' fees.

ARTICLE 18. NO WAIVER OF SOVEREIGN IMMUNITY

Nothing herein shall be interpreted as a waiver by COUNTY of its rights, including the limitations of the waiver of immunity as set forth in Florida Statutes § 768.28, or any other statutes or immunities. COUNTY expressly reserves these rights to the full extent allowed by law.

ARTICLE 19. INSURANCE

- A. CONSULTANT shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives, or agents to acquire and maintain) insurance policies that comply with the Insurance Requirements, attached as **Exhibit E**, during the term of this Agreement, to include any renewal terms.

Certificates of Insurance and copies of policies evidencing the insurance coverage specified in **Exhibit E** shall be filed with the Purchasing Official before the Effective Date of this Agreement. The required certificates shall identify the type of policy, policy number, date of expiration, amount of coverage, companies affording coverage, shall refer specifically to the title of this Agreement, and shall name Manatee County as an additional insured. No changes shall be made to the insurance coverage without prior written approval by COUNTY'S Risk Management Division.

- B. Insurance shall remain in force for at least three (3) years after completion of the Services in the amounts and types of coverage as required by **Exhibit E**, including coverage for all Services completed under this Agreement.
- C. If the initial insurance expires prior to the termination of this Agreement, renewal Certificates of Insurance and required copies of policies shall be furnished by CONSULTANT and delivered to the Purchasing Official thirty (30) days prior to the date of their expiration.

ARTICLE 20. SOLICITATION OF AGREEMENT

CONSULTANT warrants that it has not employed or retained any company or person other than

a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement without liability, or at its discretion, to deduct from this Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

ARTICLE 21. ASSIGNMENT AND SUBCONTRACTING

CONSULTANT shall not assign or transfer any right or duty under this Agreement to any other party without the prior written consent of COUNTY. In the event CONSULTANT asserts it is necessary to utilize the services of third parties to perform any Service under this Agreement, CONSULTANT shall first obtain prior written approval of COUNTY.

Approval to utilize any third party shall not relieve CONSULTANT from any direct liability or responsibility to COUNTY pursuant to the provisions of this Agreement, or obligate COUNTY to make any payments other than payments due to CONSULTANT as outlined in this Agreement. All terms and conditions of this Agreement shall extend to and be binding on any approved purchaser, assignee, or other successor in interest.

Assignment, pledging, sale, transfer or encumbering of any interest or rights under this Agreement, to anyone other than the CONSULTANT, without the prior written consent of the COUNTY, shall be grounds for immediate termination of this Agreement.

ARTICLE 22. CERTIFICATION OF NON-PAYMENT OF COMMISSION OR GIFT

CONSULTANT warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement, without liability or at its discretion to deduct from the agreement price consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

ARTICLE 23. KEY PERSONNEL

The following key personnel are hereby assigned to this Agreement by CONSULTANT:

Enter Name, Title

CONSULTANT shall not remove such key personnel from providing the Services; provided, however, that the removal of such personnel due to their incapacity, voluntary termination, or termination due to just cause will not constitute a violation of this Agreement. The COUNTY will require that, at a minimum, any proposed replacement have equal or greater qualifications and experience as the key personnel being replaced. CONSULTANT shall not make any personnel

changes of the key personnel until written notice is made to and approved by the COUNTY.

ARTICLE 24. SUB-CONTRACTOR

If CONSULTANT receives written approval from the COUNTY to use the services of a sub-contractor(s), CONSULTANT shall utilize the sub-contractor fees specified in **Exhibit B**. CONSULTANT shall notify COUNTY of any replacements or additions to **Exhibit B** and receive prior written approval of COUNTY for replacements or additions before the use of the sub-contractor.

ARTICLE 25. PROFESSIONAL LIABILITY

To the fullest extent allowed by law, the individuals performing the Services shall be personally liable for negligent acts or omissions. To the fullest extent allowed by law, CONSULTANT shall likewise be liable for negligent acts or omissions in the performance of the Services.

ARTICLE 26. NOTICES

All notices, requests and authorizations provided for herein shall be in writing and shall be delivered by hand or mailed through the U.S. Mail, addressed as follows:

To COUNTY: Manatee County Government
 Department
 Attn: Title
 Name
 Address
 City, State, Zip
 Phone: (941)
 Email:

To CONSULTANT: Consultant Name
 Attn: Representative Name
 Address
 City, State, Zip
 Phone: ())
 Email:

ARTICLE 27. RELATIONSHIP OF PARTIES

The relationship of CONSULTANT to COUNTY shall be that of an independent contractor. Nothing herein contained shall be construed as vesting or delegating to CONSULTANT or any of the officers, employees, personnel, agents, or sub-consultants of CONSULTANT any rights, interest or status as an employee of COUNTY. COUNTY shall not be liable to any person, firm or corporation that is employed by Agreements or provides goods or services to CONSULTANT in connection with this Agreement or for debts or claims accruing to such parties. CONSULTANT shall promptly pay, discharge or take such action as may be necessary and reasonable to settle such debts or claims.

ARTICLE 28. NO CONFLICT

By accepting award of this Agreement, CONSULTANT, its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of the Services.

ARTICLE 29. ETHICAL CONSIDERATIONS

CONSULTANT recognizes that in rendering the Services, CONSULTANT is working for the residents of Manatee County, Florida, subject to public observation, scrutiny and inquiry; and based upon said recognition CONSULTANT shall, in all of its relationships with COUNTY pursuant to this Agreement, conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform the Services. CONSULTANT shall be truthful in its communications with COUNTY personnel regarding matters pertaining to this Agreement and the Services rendered to COUNTY.

ARTICLE 30. PUBLIC ENTITY CRIMES

CONSULTANT has been made aware of the Florida Public Entity Crimes Act, Florida Statutes § 287.133, specifically section 2(a), and COUNTY'S requirement that CONSULTANT comply with it in all respects prior to and during the term of this Agreement.

ARTICLE 31. TAXES

COUNTY is exempt from Federal Excise and State Sales Taxes (F.E.T. Exemption Certificate No. 59-78-0089K; FL Sales Tax Exemption Certificate No. 51-02-027548-53C). Therefore, CONSULTANT is prohibited from charging or imposing any sales or service taxes. Nothing herein shall affect CONSULTANT'S normal tax liability.

CONSULTANT shall be responsible for payment of federal, state, and local taxes which may be imposed upon CONSULTANT under applicable law to the extent that CONSULTANT is responsible for the payment of same under applicable law.

ARTICLE 32. FORCE MAJEURE

Neither Party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations or any of them is delayed or prevented by Force Majeure.

Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, hurricane, explosion, lack of or failure of transportation facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this Article, is beyond the control and without the fault or negligence of the Party seeking relief under this Article.

ARTICLE 33. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any action filed regarding this Agreement will be filed only in Manatee County, Florida, or if in Federal Court, the Middle District of Florida, Tampa Division.

ARTICLE 34. ATTORNEY FEES

In the event of any litigation arising under the terms of this Agreement, each Party shall be responsible for their own attorney's fees, including appellate fees, regardless of the outcome of the litigation.

ARTICLE 35. PATENT AND COPYRIGHT RESPONSIBILITY

Any material, design or supplied specified by CONSULTANT or supplied by CONSULTANT pursuant to this Agreement shall not knowingly infringe any patent or copyright, and CONSULTANT shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by CONSULTANT in the performance of the Services.

ARTICLE 36. AMENDMENTS

This Agreement and Exhibits referenced herein constitute the entire Agreement between the Parties with respect to subject matter and mutually agree that no verbal agreements, representations, warranties or other understandings affecting the same exist. No amendment hereof shall be effective until and unless reduced to writing and executed by the Parties. The Parties shall execute any additional documents as may be necessary to implement and carry out the intent of this Agreement.

ARTICLE 37. SEVERABILITY

It is understood and agreed by the Parties hereto that if any part, term, or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid.

ARTICLE 38. LEGAL REFERENCES

All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to "applicable law" and "general law" shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

ARTICLE 39. HEADINGS, CONSTRUCTION

The Parties agree that they have each participated in the drafting of this Agreement and that the rules with respect to construing ambiguities against the drafter of a contract shall not apply in any action or litigation regarding this Agreement. All articles and descriptive headings of paragraphs of this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

ARTICLE 40. TIME

For purposes of computing any period of number of days hereunder for notices or performance of ten (10) days or less, Saturdays, Sundays and holidays shall be excluded, unless otherwise stated.

ARTICLE 41. E-VERIFY

The CONSULTANT, and any subcontractor thereof, shall register with and use the E-Verify system to verify the work authorization status of all new employees of the CONSULTANT or subcontractor. The CONSULTANT hereby represents and warrants that it has, and shall remain throughout the duration of this Agreement, registered with, and uses and shall continue to use, the E-Verify system. The CONSULTANT shall not enter into any contract with a subcontractor for services hereunder unless such subcontractor also has registered with and uses the E-Verify system. If the CONSULTANT enters into a contract with a subcontractor, the subcontractor shall provide the CONSULTANT with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The CONSULTANT shall maintain a copy of such affidavit for the duration of this Agreement.

Pursuant to Section 488.095(5)(c)3, Florida Statutes, the COUNTY is authorized to terminate this Agreement if it has a good faith belief that the CONSULTANT has knowingly violated Section 448.09(1), Florida Statutes, regarding the employment of someone not authorized to work by the immigration laws of the United States, the U.S. Attorney General, or the Secretary of the Department of Homeland Security. Such termination action is not considered a breach of contract.

ARTICLE 42. FUNDS FOR IDENTIFICATION DOCUMENTS

No funds provided by the COUNTY pursuant to this Agreement shall be used for the purpose of issuing an identification card or document to an individual who does not provide proof of lawful presence in the United States.

ARTICLE 42. ANTI-HUMAN TRAFFICKING

CONSULTANT shall provide County with a sworn affidavit signed by an officer or a representative of CONSULTANT under penalty of perjury attesting that CONSULTANT does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes.

ARTICLE 43. AUTHORITY TO EXECUTE

Each of the Parties hereto covenants to the other Party that it has lawful authority to enter into this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed effective as of the date set forth above.

CONSULTANT NAME

By: _____

Printed Name: _____

Title: _____

Date: _____

**MANATEE COUNTY, a political subdivision
of the State of Florida**

INSERT PURCHASING OFFICIAL
Purchasing Official

Date: _____

Sample

EXHIBIT A, SCOPE OF SERVICES

Sample

EXHIBIT B, FEE RATE SCHEDULE

1. FEES

Fees for the Services detailed in this Agreement shall be as set forth in this **Exhibit B**.

2. REIMBURSEABLE EXPENSES

[Remainder of page intentionally left blank]

Sample

EXHIBIT C, AFFIDAVIT OF NO CONFLICT

STATE OF _____
COUNTY OF _____

BEFORE ME, the undersigned authority, this day personally appeared [INSERT NAME] _____
_____, as [INSERT TITLE] _____ of
[INSERT CONSULTANT NAME] _____ (hereinafter
"CONSULTANT") with full authority to bind, who being first duly sworn, deposes and says that
CONSULTANT:

- (a) Is not currently engaged and will not become engaged in any obligations, undertakings or contracts that will require CONSULTANT to maintain an adversarial role against the County or that will impair or influence the advice, recommendations or quality of work provided to the County; and
- (b) Has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and
- (c) Has provided full disclosure of prior work history and qualifications that may be deemed to raise a possible question of conflict(s).

CONSULTANT makes this Affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into this Agreement No. _____
for

DATED this _____ day of _____, 20_____.

CONSULTANT Signature

The foregoing instrument was sworn to and acknowledged before me this _____ day of _____
_____, 20____, by [NAME]_____, as [TITLE] _____
_____ of [CONSULTANT]_____. He / She is personally
known to me or has produced _____ [TYPE OF IDENTIFICATION]
as identification.

Notary Signature
Commission No. _____

EXHIBIT E, INSURANCE AND BOND REQUIREMENTS

REQUIRED INSURANCES

The CONSULTANT will not commence work under the resulting Agreement until all insurance coverages indicated by an “X” herein have been obtained. The CONSULTANT shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, at its expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy): Work under this Agreement cannot commence until all insurance coverages indicated herein have been obtained on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

Automobile Liability Insurance Required Limits

Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than:

- \$1,000,000 Combined Single Limit; OR
- \$500,000 Bodily Injury and \$500,000 Property Damage
- \$10,000 Personal Injury Protection (No Fault)
- \$500,000 Hired, Non-Owned Liability
- \$10,000 Medical Payments

This policy shall contain severability of interests' provisions.

Commercial General Liability Insurance Required Limits (per Occurrence form only; claims-made form is not acceptable)

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name ‘Manatee County, a political subdivision of the State of Florida’ as an Additional Insured, and include limits not less than:

- \$1,000,000 Single Limit Per Occurrence
- \$2,000,000 Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal and Advertising Injury Liability
- \$50,000 Fire Damage Liability
- \$10,000 Medical Expense, and
- \$1,000,000, Third Party Property Damage
- \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

This policy shall contain severability of interests' provisions.

Employer’s Liability Insurance

Coverage limits of not less than:

- \$100,000 Each Accident
- \$500,000 Disease Each Employee
- \$500,000 Disease Policy Limit

Worker's Compensation Insurance

US Longshoremen & Harbor Workers Act

Jones Act Coverage

Coverage limits of not less than:

- Statutory workers' compensation coverage shall apply for all employees in compliance with the laws and statutes of the State of Florida and the federal government.
- If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act.

Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers' Compensation coverage and Employer's Liability coverage for all personnel on the worksite and in compliance with the above Workers' Compensation requirements. NOTE: Workers' Compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.

Aircraft Liability Insurance Required Limits

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Each Occurrence Property and Bodily Injury with no less than \$100,000 per passenger each occurrence or a 'smooth' limit.
- \$ General Aggregate.

Un-Manned Aircraft Liability Insurance (Drone)

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Each Occurrence Property and Bodily Injury; Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage.
- \$ General Aggregate

Installation Floater Insurance

When the contract or agreement **does not** include construction of, or additions to, above ground building or structures, but does involve the installation of machinery or equipment, Installation Floater Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- 100% of the completed value of such addition(s), building(s), or structure(s)

Professional Liability and/or Errors and Omissions (E&O) Liability Insurances

Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- \$ 1,000,000 Bodily Injury and Property Damage Each Occurrence
- \$ 2,000,000 General Aggregate

Builder's Risk Insurance

When the contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, Builder's Risk Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed
- The policy shall not carry a self-insured retention/deductible greater than \$10,000

Coverage shall be for all risks and include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.

Cyber Liability Insurance

Coverage shall comply with Florida Statute 501.171, shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Security Breach Liability
- \$ Security Breach Expense Each Occurrence
- \$ Security Breach Expense Aggregate
- \$ Replacement or Restoration of Electronic Data
- \$ Extortion Threats
- \$ Business Income and Extra Expense
- \$ Public Relations Expense

NOTE: Policy must not carry a self-insured retention/deductible greater than \$25,000.

Hazardous Materials Insurance (As Noted Below)

Hazardous materials include all materials and substances that are currently designated or defined as hazardous by the law or rules of regulation by the State of Florida or federal government. All coverage shall be afforded under either an occurrence policy form or a claims-made policy form, and the policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract.

Limits must not be less than:

Pollution Liability

Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

Asbestos Liability (If handling within scope of Contract)

Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

Disposal

When applicable, CONSULTANT shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability.

- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate.
- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate.

Hazardous Waste Transportation Insurance

CONSULTANT shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials. EPA identification number shall be provided.

All coverage shall be afforded under either an occurrence policy form or a claims-made policy form and the policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, per accident.

Liquor Liability Insurance

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- \$1,000,000 Each Occurrence and Aggregate

Garage Keeper’s Liability Insurance

Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and

include limits not less than:

- Property and asset coverage in the full replacement value of the lot or garage.

Bailee's Customer Liability Insurance

Coverage shall be required for damage and/or destruction when County property is temporarily under the care or custody of a person or organization, including property that is on, or in transit to and from the person or organization's premises. Perils covered should include fire, lightning, theft, burglary, robbery, explosion, collision, flood, earthquake and damage or destruction during transportation by a carrier.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the County asset(s) in the CONSULTANT'S care, custody and control.

Hull and Watercraft Liability Insurance

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- \$ Each Occurrence
- \$ General Aggregate
- \$ Fire Damage Liability
- \$10,000 Medical Expense, and
- \$ Third Party Property Damage
- \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

Other [Specify]

REQUIRED BONDS

Bid Bond

A Bid Bond in the amount of \$ _____ or _____% of the total offer. Bid bond shall be submitted with the sealed response and shall include project name, location, and / or address and project number. In lieu of the bond, the bidder may file an alternative form of security in the amount of \$ _____ or _____% of the total offer. in the form of a money order, a certified check, a cashier's check, or an irrevocable letter of credit issued to Manatee County. NOTE: A construction project over \$200,000 requires a Bid Bond in the amount of 5% of the total bid offer.

Payment and Performance Bond

A Payment and Performance Bond shall be submitted by Successful Bidder for 100% of the award amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the notice of intent to award. NOTE: A construction project over \$200,000 requires a Payment and Performance Bond.

I. INSURANCE REQUIREMENTS

THE POLICIES ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:

Commercial General Liability and Automobile Liability Coverages

- a. **“Manatee County, a Political Subdivision of the State of Florida,” is to be named as an Additional Insured in respect to:** Liability arising out of activities performed by or on behalf of the CONSULTANT, his agents, representatives, and employees; products and completed operations of the CONSULTANT; or automobiles owned, leased, hired or borrowed by the CONSULTANT. The coverage shall contain no special limitation(s) on the scope of protection afforded to the COUNTY, its officials, employees or volunteers.

In addition to furnishing a Certificate of Insurance, the CONSULTANT shall provide the endorsement that evidences Manatee COUNTY being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists “Manatee County, a Political Subdivision of the State of Florida,” as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.

- b. The CONSULTANT'S insurance coverage shall be primary insurance with respect to the COUNTY, its officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officials, employees or volunteers shall be excess of CONSULTANT's insurance and shall be non-contributory.
- c. The insurance policies must be on an occurrence form.

Workers' Compensation and Employers' Liability Coverages

The insurer shall agree to waive all rights of subrogation against the COUNTY, its officials, employees and volunteers for losses arising from work performed by the CONSULTANT for the COUNTY.

II. General Insurance Provisions Applicable To All Policies:

- a. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, CONSULTANT shall furnish the COUNTY with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming

“Manatee County, a Political Subdivision of the State of Florida” as an Additional Insured on the applicable coverage(s) set forth above.

- b. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance.

In addition, when requested in writing from the COUNTY, CONSULTANT will provide the COUNTY with a certified copy of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

Manatee County, a Political Subdivision of the State of Florida
Attn: Risk Management Division
1112 Manatee Avenue West, Suite 969
Bradenton, FL 34205

- c. The project’s solicitation number and title shall be listed on each certificate.
- d. CONSULTANT shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
- e. CONSULTANT agrees that should at any time CONSULTANT fail to meet or maintain the required insurance coverage(s) as set forth herein, the COUNTY may terminate this contract.
- f. The CONSULTANT waives all subrogation rights against COUNTY, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- g. The CONSULTANT has sole responsibility for all insurance premiums and policy deductibles.
- h. It is the CONSULTANT'S responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. CONSULTANT shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or CONSULTANT shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.
- i. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the COUNTY has the right to review

- the CONSULTANT's deductible or self-insured retention and to require that it be reduced or eliminated.
- j. CONSULTANT understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the COUNTY, or to others, and the COUNTY'S failure to request evidence of this insurance coverage shall not be construed as a waiver of CONSULTANT'S obligation to provide and maintain the insurance coverage specified.
 - k. CONSULTANT understands and agrees that the COUNTY does not waive its immunity and nothing herein shall be interpreted as a waiver of the COUNTY'S rights, including the limitation of waiver of immunity, as set forth in Florida Statutes § 768.28, or any other statutes, and the COUNTY expressly reserves these rights to the full extent allowed by law.
 - l. No award shall be made until the Procurement Division has received the Certificate of Insurance in accordance with this section.

III. BONDING REQUIREMENTS

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

Payment and Performance Bonds. Prior to commencing work, the CONSULTANT shall obtain, for the benefit of and directed to COUNTY, a Payment and Performance Bond satisfying the requirements of Florida Statutes § 255.05 covering the faithful performance by the CONSULTANT of its obligation under the Contract Documents, including but not limited to the construction of the project on the project site and the payment and obligations arising thereunder, including all payments to Subcontractors, laborers, and materialmen. The surety selected by the CONSULTANT to provide the Payment and Performance Bond shall be approved by COUNTY prior to issuance of such Bond, which approval shall not be unreasonably withheld or delayed provided that surety is rated A- or better by Best's Key Guide, latest edition.

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

Bonds shall be in an amount equal to 100% of the contract price issued by a duly authorized and nationally recognized surety company, authorized to do business in the State of Florida, satisfactory to COUNTY. Surety shall be rated as “A-” or better by Best’s Key Guide, latest edition. The attorney-in-fact who signs the bonds must file with the bonds, a certificate and effective dated copy of power-of-attorney. Payment and Performance Bonds shall be issued to “Manatee County, a political subdivision of the State of Florida”, **within ten (10) calendar days after issuance of notice of intent to award.**

In addition, pursuant to Section 255.05(1)(b), Florida Statutes, prior to commencing work, the CONSULTANT shall be responsible and bear all costs associated to record the Payment and Performance Bond with the Manatee County Clerk of the Circuit Court. A certified copy of said recording shall be furnished to the Procurement Division upon filing. Pursuant to Florida Statutes § 255.05(1)(b) COUNTY will make no payment to the CONSULTANT until the CONSULTANT has complied with this paragraph.

Furnishing Payment and Performance Bonds shall be requisite to execution of an Agreement with COUNTY. Said Payment and Performance Bonds will remain in force for the duration of this Agreement with the premiums paid by the CONSULTANT. Failure of the CONSULTANT to execute such Agreement and to supply the required bonds shall be just cause for cancellation of the award. COUNTY may then contract with the next lowest, responsive and responsible CONSULTANT or re-advertise the RFP.

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

[Remainder of page intentionally left blank]

CONSULTANT’S INSURANCE STATEMENT

THE UNDERSIGNED has read and understands the aforementioned insurance and bond requirements of this Agreement and shall provide the insurance and bonds required by this section within ten (10) days from the date of notice of intent to award.

Date: _____

Consultant’s Name: _____

Authorized Signature: _____

Printed Name/Title: _____

Insurance Agency: _____

Agent Name: _____

Agent Phone: _____

Surety Agency: _____

Surety Name: _____

Surety Phone: _____

Please return this completed and signed statement with your agreement.