



**INVITATION FOR BID
IFB #13-0773CD
US 301@ FORT HAMER ROAD INTERSECTION IMPROVEMENTS**

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

NON-MANDATORY INFORMATION CONFERENCE

In order to insure that all prospective Bidders have sufficient information and understanding of the County's needs, an Information Conference will be held on: **Thursday, April 25, 2013 at 10:00 AM** at the **Manatee County Administrative Center, 1112 Manatee Avenue West, 4th Floor Manatee Conference Room, Bradenton, FL 34205..** Attendance is not mandatory, but is highly encouraged.

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

DEADLINE FOR CLARIFICATION REQUESTS: **May 7, 2013 at 3:00 PM**
(Reference Bid Article A.06)

TIME AND DATE DUE: **May 17, 2013 at 3:00 PM**

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

FOR INFORMATION CONTACT:
Chris Daley-CPPB, Contract Specialist
(941) 749-3048, Fax (941) 749-3034
chris.daley@mymanatee.org
Manatee County Financial Management Department
Purchasing Division

AUTHORIZED FOR RELEASE: 

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SECTION 00010
INFORMATION TO BIDDERS

A.01 OPENING LOCATION

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

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

A.02 SEALED & MARKED

One original and two copies of your **signed Bid** shall be submitted in one **sealed** package, clearly marked on the outside "**Sealed Bid #13-0773CD, US301 @ Fort Hamer Road Intersection Improvements**" with your company name.

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

A.03 SECURING OF DOCUMENTS

Complete individual copies of the Bidding documents for the project and/or products can be obtained, free of charge, at the Manatee County Public Works Department, 1022 26th Avenue East, Bradenton, FL 34208; (941) 708-7450, extension 7327 or 7334. Documents may be obtained between the hours of 8:00 AM and 4:00 PM Monday through Friday, with the exception of holidays. Complete set of the Bidding document must be used in preparing Bids. The County assumes no responsibility for errors and misinterpretations resulting from the use of incomplete sets of Bidding documents.

A.04 BID DOCUMENTS

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

A.04 BID DOCUMENTS (Continued)

Manatee County collaborates with the Manatee Chamber of Commerce on distributing solicitations using the RFP Tool web page on the Chambers website: <http://www.Manateechamber.com> to post Bid documents in a portable document format (.PDF) file. This step is in addition to the posting on Manatee County Government web pages.

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

Note: The County posts the Notice of Source Selection seven (7) calendar days prior to the effective date of the Award.

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

A.05 MODIFICATION OF BID SPECIFICATIONS

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

A.06 DEADLINE FOR CLARIFICATION REQUESTS

May 7, 2013 at 3:00 PM shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to the Invitation for Bids to the Manatee County Purchasing Division.

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

A.07 CLARIFICATION & ADDENDA

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

A.07 CLARIFICATION & ADDENDA (Continued)

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

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

A.08 LOBBYING

After the issuance of any Invitation for Bid, prospective Bidders, or any agent, representative or person acting at the request of such Bidder shall not contact, communicate with or discuss any matter relating in any way to the Invitation for Bid with any officer, agent or employee of Manatee County other than the Purchasing Official or as directed in the Invitation for Bid. This prohibition includes the act of carbon copying officers, agents or employees of Manatee County on email correspondence. This requirement begins with the issuance of an Invitation for Bid, and ends upon execution of the final Contract or when the invitation has been canceled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Purchasing Code of Law Chapter 2-26.

A.09 UNBALANCED BIDDING PROHIBITED

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

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

A.09 UNBALANCED BIDDING PROHIBITED (Continued)

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

A.10 FRONT END LOADING OF BID PRICING PROHIBITED

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

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

A.11 WITHDRAWAL OF OFFERS

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

A.12 IRREVOCABLE OFFER

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

A.13 BID EXPENSES

All expenses for making Bids to the County are to be borne by the Bidder.

A.14 RESERVED RIGHTS

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

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

A.15 APPLICABLE LAWS

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

A.16 COLLUSION

By offering a submission to this Invitation for Bid, the Bidder certifies that he has not divulged, discussed or compared their Bid with other Bidder, and has not colluded with any other Bidder or parties to this Bid whatsoever. Also, Bidder certifies, and in the case of a joint Bid each party thereto certifies as to their own organization, that in connection with this Bid:

A.16 COLLUSION (Continued)

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

A.17 CODE OF ETHICS

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

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

A.18 BID FORMS

Bids must be submitted on attached County forms, although additional pages may be attached. **Bidders must fully complete all pages of the Bid Forms. Bid Forms must be executed by an authorized signatory who has the legal authority to make the offer and bind the company. Bidders must fully comply with all Bid specifications, terms and conditions.** Failure to comply shall result in Contract default, whereupon, the defaulting Contractor shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by the County.

A.19 LEGAL NAME

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

A.20 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES

A person or affiliate who has been placed on the State's convicted vendor list following a conviction for a public entity crime, as that term is defined in Florida Statute (F.S.) § 287.133, may not submit a Bid, Proposal, or reply on a Contract to provide any goods or services to a public entity; may not submit a Bid, Proposal, or reply on a Contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, Proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, Supplier, Subcontractor, or Consultant under a Contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in F.S. § 287.017 for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted list.

In addition, the Manatee County Code of Laws prohibits the award of any Contract to any person or entity who/which has, within the past five (5) years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of any environmental law that, in the reasonable opinion of the Purchasing Official, establishes reasonable grounds to believe the person or business entity will not conduct business in a responsible matter. To insure compliance with the foregoing, the Code requires all persons or entities desiring to Contract with the County to execute and file with the Purchasing Official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with the County. In the case of a business entity other than a partnership or a corporation, such affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, such affidavit shall be executed by the general partner(s). A Public Contracting and Environmental Crimes Certification form is attached for this purpose.

A.21 DISCOUNTS

Any and all discounts must be incorporated in the prices contained in the Bid and not shown separately. The prices as shown on the Bid Form shall be the price used in determining Award.

A.22 TAXES

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

A.23 DESCRIPTIVE INFORMATION

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

A.24 AMERICANS WITH DISABILITIES ACT

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

A.25 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

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

A.26 MBE/WBE

The State of Florida, **Office of Supplier Diversity** provides the certification process and the database for identifying certified MBE/WBE firms. This service may be directly accessed at: <http://www.osd.dms.state.fl.us/iframe.htm>

If you have any questions regarding this State service, please contact their office at (850) 487-0915.

A.27 MATHEMATICAL ERRORS

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

A.28 DISCLOSURE

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

Bids become subject to disclosure thirty (30) days after the opening or if a notice of intended Award decision is made earlier than this time as provided by F.S. 119.071(1)(b). No announcement or review of the offer shall be conducted at the public opening. If the County rejects all offers and concurrently notices its intent to reissue the solicitation, initial offers are exempt until the County provides notice of its intended decision, or thirty (30) days after the opening of the new offers.

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

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

END OF SECTION A

SECTION 00020
BASIS OF AWARD

B.01 BASIS OF AWARD

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

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

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

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

Whenever two or more Bids are equal with respect to price, the Bid received from a local business shall be given preference in Award. Whenever two or more Bids which are equal with respect to price are received, and neither of these Bids are from a local business, the Award shall be determined by a chance drawing, coin toss, or similar tie-breaking method conducted by the Purchasing Division and open to the public.

B.02 SUBCONTRACTORS

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

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

B.03 QUALIFICATIONS OF BIDDERS

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

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

B.04 PREPARATION OF CONTRACT

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

B.05 INSPECTION OF SITE

Inspection of the site is a requirement to be considered for award of this Bid. Prior to submitting a Bid, each Bidder shall examine the site and all conditions thereon fully familiarizing themselves with the full scope of the project. Failure to become familiar with site conditions will in no way relieve the successful Bidder from the necessity of furnishing any materials or performing any Work that is required to complete the project in accordance with the plans and specifications. Site visit (s) shall be acknowledged in Section 00300, Bid Form page # 00300-1.

END OF SECTION B

SECTION 00030
GENERAL TERMS AND CONDITIONS OF THE CONTRACT

C.01 CONTRACT FORMS

The Agreement resulting from the acceptance of a Bid shall be in the form of the Agreement stated in this Bid.

C.02 ASSIGNMENT OF CONTRACT

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

C.03 COMPLETION OF WORK

The Work will be completed and ready for final inspection within the specified calendar days from the date the Contract time commences to run. Two Bids shall be considered, **Bid "A"** based on **300 calendar days** and **Bid "B"** based on **240 calendar days**. The County has the sole authority to select the Bid based on the completion time which is in the best interest of the County. Only one Award shall be made.

C.04 LIQUIDATED DAMAGES

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

C.05 PAYMENT

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

C.05 PAYMENT (Continued)

approval is required after the pay estimate has been approved by the agent for the County.

In accordance with the Prompt Payment Act, F.S. § 218.735(7), a Punch List shall be formulated.

Time allowed for development of punch list:

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

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

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

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

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

When the Contractor has completed the Work in compliance with the terms of the Contract documents, he shall notify the County in writing that the project is ready for final inspection. The County will then advise the Contractor as to the arrangements for final inspection and what Work, if any, is required to prepare the project or a portion thereof for final inspection. When the County determines the project or portion thereof is ready for final inspection, the County shall perform same. Upon completion of final inspection, the County will notify Contractor of all particulars in

C.05 PAYMENT (Continued)

which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies. When all such errors have been corrected, a final re-inspection will be made. The process will be repeated until, in the opinion of the County, the project has been completed in compliance with the terms of the Contract documents.

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

C.06 RETAINAGE

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

C.07 WARRANTY AND GUARANTEE PROVISIONS

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

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

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

C.08 ROYALTIES AND PATENTS

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

C.09 AUTHORIZED PRODUCT REPRESENTATION

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

C.10 REGULATIONS

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

C.11 CANCELLATION

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

C.12 INDEMNIFICATION

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

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

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

C.14 INSURANCE

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

a. Workers' Compensation/Employers' Liability

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

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

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

b. Commercial General Liability

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

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

c. Business Auto Policy

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

d. County's Protective Liability Coverage

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

C.14 INSURANCE (Continued)

e. Property Insurance

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

f. Installation Floater

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

g. Certificates of Insurance and Copies of Policies

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

ADDITIONAL INSURED:

Manatee County, a political subdivision of the State of Florida, shall be specifically named as additional insured on the Commercial General Liability and Business Auto policies.

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

C.14 INSURANCE (Continued)

h. Certification Requirements – In order for the certificate of insurance to be accepted it must comply with the following:

1. The certificate holder shall be:
Manatee County Board of Commissioners
P.O. Box 1000
Bradenton, FL 34206-1000
2. Certificate shall be mailed to:
Manatee County Purchasing Division
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205
Attn: Chris Daley-CPPB, Contract Specialist

C.15 BID BOND/CERTIFIED CHECK

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

C.16 PERFORMANCE AND PAYMENT BONDS

The successful Bidder shall furnish surety bonds using the Public Construction Bond form prescribed in F.S. § 255.05, which is provided herein, as security for faithful performance of the Contract awarded as a result of this Bid and for the payment of all persons performing labor and/or furnishing material in connection therewith. Failure to provide the required bonds on the prescribed form may result in successful Bidder being deemed nonresponsive. Bonds must be in the form prescribed in F.S. § 255.05, and must not contain notice, demand or other terms and conditions, including informal pre-claim meetings, not provided for in F.S. § 255.05.

Surety of such bonds shall be in an amount equal to the Bid Award (100% each) issued by a duly authorized and nationally recognized surety company, authorized to do business in the State of Florida, satisfactory to this County. The attorney-in-fact who signs the bonds must file with the bonds, a certificate and effective dated copy of power-of-attorney. Performance and Payment Bonds shall be issued to Manatee County, a political subdivision of the State of Florida, within ten (10) calendar days after notification of Intent to Award.

C.16 PERFORMANCE AND PAYMENT BONDS (Continued)

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

Furnishing of the recorded Performance and Payment Bonds shall be requisite to execution of a Contract with the County. Said Performance and Payment Bonds will remain in force for the duration of the Contract with the premiums paid by the Contractor. Failure of the successful Bidder to execute such Contract and to supply the required bonds shall be just cause for cancellation of the Award. The County may then contract with another acceptable Bidder or re-advertise this Invitation for Bid. If another Bidder is accepted, and notice given within ninety (90) days after the opening of the Bids, this acceptance shall bind the Bidder as though they were originally the successful Bidder.

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

C.17 NO DAMAGES FOR DELAY

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

C.18 NO INTEREST

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

C.19 CONSTRUCTION OF CONTRACT

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

C.20 BE GREEN

All Bidders are encouraged to use as many **environmentally preferable** "green" products, materials, supplies, etc. as possible in order to promote a safe and healthy environment. **Environmentally preferable are products or services that have a reduced adverse effect on the environment.** Provide detail of your organization's initiative and its ability to meet the goal of environmental sustainability.

END OF SECTION C

SECTION 00100
BID SUMMARY

D.01 THE WORK

The Work included in this Bid consists of modifying the current intersection at Fort Hamer Road and US 301 in Parrish, Florida by relocating the full intersection to the west such that full access to Fort Hamer Road will be located south of the existing 121st Avenue.

The Work shall be done in accordance with Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction (2010 Edition), and all Supplemental Specifications thereto except as amended under this contract.

The successful Contractor shall furnish all shop drawings, working drawings, labor, materials, equipment, tools, services and incidentals necessary to complete all Work required by these specifications.

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

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

D.02 SUBCONTRACTORS, SUPPLIERS AND OTHERS

The identity of Subcontractors, Suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment) may be requested by the County for each Bid item from any of the Bidders; and the Bidder shall respond within five (5) days after the date of such request. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, persons or organization if requested by County. If County, after due investigation, has reasonable objection to any proposed Subcontractor, supplier, other person or organization, County may, before the Notice of Award is given, request the apparent successful Bidder to submit an acceptable substitute without an increase in Contract price or Contract time.

D.02 SUBCONTRACTORS, SUPPLIERS AND OTHERS (Continued)

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

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

D.03 BIDS

Bids are to be submitted in **triplicate, one original and two copies**, upon the County supplied forms. All blank spaces must be filled in as noted with amounts extended and totaled and no changes shall be made in the wording of the forms or in the items mentioned therein. In the event a change is made in your submittal, the Bidder shall write its initials by the change. Any Bid may be rejected which contains any omissions, alterations, irregularities of any kind, or which shall in any manner fail to conform to Bid requirements.

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

D.04 EXAMINATION OF BID DOCUMENTS AND SITE

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

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

D.04 EXAMINATION OF BID DOCUMENTS AND SITE (Continued)

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

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

D.05 MATERIALS AND WORKMANSHIP

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

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

D.06 REGULATIONS AND MATERIAL DISPOSAL

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

D.07 PROJECT CLOSE-OUT

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

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

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

D.08 DISCRETIONARY WORK

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

D.09 PROGRESS REQUIREMENTS

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

END OF SECTION D

SECTION 00150

MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION

E.01 Vendor Registration

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

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

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

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

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

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

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

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

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

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

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

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

- a) Whenever a responsible local business Bidder and a responsible non-local business Bidder are found, upon the opening of Bids, to have both submitted the lowest responsive Bid, the Bid of the local Bidder shall be awarded the Contract. Should more than one responsible local business Bidder match the responsible non-local business Bidder's lowest responsive Bid, or should no responsible local business Bidder match the lowest responsive Bid but two or more responsible non-local business Bidders submit lowest responsive Bids for equal amounts, then the Award of the Contract shall be determined by a chance drawing, coin toss, or similar tie-breaking method conducted by the Purchasing Division and open to the public. Any Bidders seeking to be recognized as local businesses for purposes of this local business preference provision may be required by the terms of the Bid announcement to certify they meet the definition of local business set forth in this section, and to register as a local business with the County in the manner prescribed by the County to facilitate the County's ability to track the Award of Contracts to local businesses and to allow the County to provide future notifications to its local businesses concerning other Bidding opportunities.
- b) Nothing herein shall be deemed to prohibit the inclusion of requirements with respect to operating and maintaining a local place of business in any Invitation for Bids when the Bidder's location materially affects the provisions of the services or supplies that are required by the invitation.
- c) **Local business is defined as a business legally authorized to engage in the sale of the goods and/or services to be procured, and which certifies within its Bid that for at least six (6) months prior to the announcement of the solicitation of Bids it has maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one full-time employee at that location.**
- d) **Each solicitation for Bids made by the County shall contain terms expressly describing the local business preference policies of the County, and shall provide that by electing to submit a Bid pursuant to an Invitation for Bid, all Bidders are deemed to understand and agree to those policies.**
- e) For all Contracts for architecture, professional engineering, or other professional services governed by Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, the County shall include the local business status of a firm among the factors considered when selecting which firms are "most highly qualified." In determining which firm is the "most qualified" for purposes of negotiating a satisfactory Contract, preference shall be given to a local business where all other relevant factors are equal.

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

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

1. Goods or services provided under a cooperative purchasing agreement or similar "piggyback" contract;
2. Contracts for professional services subject to Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, except as provided for in subsection (e) above;
3. Purchases or Contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference;
4. Purchases or Contracts made pursuant to a non-competitive award process, unless otherwise provided by this section;
5. Any Bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the County Commission or County Administrator, or where such suspension is, in the opinion of the County Attorney, required by law.

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

1. Has not within the five (5) years prior to the Bid announcement admitted guilt or been found guilty by any court or state or federal regulatory enforcement agency of violation of any criminal law, or a law or administrative regulation regarding fraud;
2. Is not currently subject to an unresolved citation or notice of violation of any Manatee County Code provision, except citations or notices which are the subject of a current legal appeal, as of the date of the Bid announcement;
3. Is not delinquent in the payment of any fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, except any such sums which are the subject of a current legal appeal.

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

END OF SECTION E

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

A. Authorized Representative

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

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

Business Phone Number: _____

Email Address: _____

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

D. Criminal Violations: I certify that within the past five (5) years of the date of this Bid announcement, this business has not admitted guilt nor been found guilty by any court or local, state or federal regulatory enforcement agency of violation of any criminal law or administrative regulation regarding fraud. [Initial] _____

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

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

Each of the above certifications is required to meet the qualification of "local business" under Manatee County Code of Laws, 2-26-6.

Signature of Affiant _____

STATE OF FLORIDA
COUNTY OF _____

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

(Notary Seal) Signature of Notary: _____

Name of Notary: (Typed or Printed) _____

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

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

SECTION 00300
BID FORM
(SUBMIT IN TRIPLICATE)

For: IFB #13-0773CD- US 301 @ Fort hamer Road Intersection Improvements

| |
|--|
| TOTAL BID PRICE (BID "A"): _____ |
| Based on a Completion Time of 300 calendar days |
| TOTAL BID PRICE (BID "B"): _____ |
| Based on a Completion Time of 240 calendar days |

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

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

We understand that the Bid package, in its entirety, including but not limited to, all specifications, terms, and conditions in their entirety shall be made a part of any Agreement or Contract between Manatee County and the successful Bidder. Failure to comply shall result in Contract default, whereupon, the defaulting Contractor shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by the County.

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

Person's Name: _____

Address: _____ Phone: _____

Date: _____ FL Contractor License# _____

License in the Name of: _____

Bidder is a WBE/MBE Vendor? _____ Certification _____

COMPANY'S NAME: _____

AUTHORIZED SIGNATURE(S): _____

Name and Title of Above Signer(s) _____

CO. MAILING ADDRESS: _____

STATE OF INCORPORATION _____ (if applicable)

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

Email address: _____

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

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

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

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

BID FORM

(Submit in Triplicate) Section 00300

US 301 @ FORT HAMER ROAD INTERSECTION IMPROVEMENTS

Bid "A" Based on Completion Time of 300 Calendar Days

| PAY ITEM NO. | FDOT ITEM NUMBER | DESCRIPTION | UNITS | QTY. | BID PRICE PER UNIT (\$) | TOTAL BID PRICE (\$) |
|----------------|------------------|--|-------|--------|-------------------------|----------------------|
| ROADWAY | | | | | | |
| 1 | 101-1 | Mobilization | LS | 1 | \$ _____ | \$ _____ |
| 2 | 102-1 | Maintenance of Traffic | LS | 1 | \$ _____ | \$ _____ |
| 3 | 102-3 | Commercial Material for Driveway Maintenance | CY | 100 | \$ _____ | \$ _____ |
| 4 | 104-10-3 | Sediment Barrier | LF | 5,823 | \$ _____ | \$ _____ |
| 5 | 104-11 | Floating Turbidity Barrier | LF | 101 | \$ _____ | \$ _____ |
| 6 | 104-15 | Soil Tracking Prevention Device | EA | 2 | \$ _____ | \$ _____ |
| 7 | 104-18 | Inlet Protection System | EA | 40 | \$ _____ | \$ _____ |
| 8 | 107-1 | Litter Removal And Disposal (calculate using performance sod area times project duration in days divided by 30 days) | AC | 14.0 | \$ _____ | \$ _____ |
| 9 | 107-2 | Mowing (calculate using performance sod area times project duration in days divided by 30 days) | AC | 4.3 | \$ _____ | \$ _____ |
| 10 | 110-1-1 | Clearing & Grubbing (9.5 Ac) | LS | 1 | \$ _____ | \$ _____ |
| 11 | 110-4 | Removal of Existing Concrete Pavement | SY | 1,529 | \$ _____ | \$ _____ |
| 12 | 110-7-1 | Mailbox | EA | 5 | \$ _____ | \$ _____ |
| 13 | 120-1 | Regular Excavation | CY | 8,678 | \$ _____ | \$ _____ |
| 14 | 120-4 | Subsoil Excavation | CY | 200 | \$ _____ | \$ _____ |
| 15 | 120-6 | Embankment | CY | 7,538 | \$ _____ | \$ _____ |
| 16 | 121-70 | Flowable Fill (Contingency) | CY | 10 | \$ _____ | \$ _____ |
| 17 | 160-4 | Type B Stabilization | SY | 14,538 | \$ _____ | \$ _____ |
| 18 | 162-1-11 | Prepared Soil Layer, 6" | SY | 25,721 | \$ _____ | \$ _____ |
| 19 | 285-701 | Optional Base, Base Group 1 | SY | 485 | \$ _____ | \$ _____ |
| 20 | 285-709 | Optional Base, Base Group 9 | SY | 12,397 | \$ _____ | \$ _____ |
| 21 | 286-1 | Turnout Construction | SY | 727 | \$ _____ | \$ _____ |
| 22 | 327-70-6 | Milling Exist Asph Pavt, 1 1/2" Avg Depth | SY | 11,947 | \$ _____ | \$ _____ |
| 23 | 334-1-13 | Superpave Asphaltic Conc, Traffic C (1-1/2") | TN | 512 | \$ _____ | \$ _____ |
| 24 | 334-1-13 | Superpave Asphaltic Conc, Traffic C (3") | TN | 978 | \$ _____ | \$ _____ |

Bidder Name: _____

Authorized Signature: _____

BID FORM

(Submit in Triplicate) Section 00300

US 301 @ FORT HAMER ROAD INTERSECTION IMPROVEMENTS**Bid "A" Based on Completion Time of 300 Calendar Days**

| PAY ITEM NO. | FDOT ITEM NUMBER | DESCRIPTION | UNITS | QTY. | BID PRICE PER UNIT (\$) | TOTAL BID PRICE (\$) |
|-----------------------------|---------------------------------|--|--------------|-------------|------------------------------------|---------------------------------|
| 25 | 337-7-33 | Asphalt Concrete Friction Course, Traffic C, FC-12.5, Rubber (1.5") | TN | 2,060 | \$ _____ | \$ _____ |
| 26 | 400-2-2 | Concrete Class II, Endwalls | CY | 6.9 | \$ _____ | \$ _____ |
| 27 | 425-1201 | Inlets, Curb, Type 9, <10' | EA | 1 | \$ _____ | \$ _____ |
| 28 | 425-1351 | Inlets, Curb, Type P-5, <10' | EA | 12 | \$ _____ | \$ _____ |
| 29 | 425-1361 | Inlets, Curb, Type P-6, <10' | EA | 5 | \$ _____ | \$ _____ |
| 30 | 425-1511 | Inlets, Dt Bot, Type B, <10' | EA | 1 | \$ _____ | \$ _____ |
| 31 | 425-1521 | Inlets, Dt Bot, Type C, <10' | EA | 1 | \$ _____ | \$ _____ |
| 32 | 425-1541 | Inlets, Dt Bot, Type D, <10' | EA | 2 | \$ _____ | \$ _____ |
| 33 | 425-1543 | Inlets, Dt Bot, Type D, J Bot, <10' | EA | 5 | \$ _____ | \$ _____ |
| 34 | 425-1579 | Inlets, Ditch Bottom, Type G, Modify | EA | 1 | \$ _____ | \$ _____ |
| 35 | 425-2-43 | Manholes, P-7, Partial, <10' | EA | 1 | \$ _____ | \$ _____ |
| 36 | 425-2-61 | Manholes, P-8, <10' | EA | 6 | \$ _____ | \$ _____ |
| 37 | 425-2-71 | Manholes, J-7, <10' | EA | 1 | \$ _____ | \$ _____ |
| 38 | 425-2-93 | Manholes, J-8, Partial | EA | 2 | \$ _____ | \$ _____ |
| 39 | 425-11 | Modify Drainage Structure | EA | 1 | \$ _____ | \$ _____ |
| 40 | 430-174- 118 | Pipe Culvert, Optional Material, Round, 18" SD | LF | 94 | \$ _____ | \$ _____ |
| 41 | 430-174- 230 | Pipe Culvert, Optional Material, Other - Ellip/Arch, 30" SD (24"x38") | LF | 47 | \$ _____ | \$ _____ |
| 42 | 430-175- 115 | Pipe Culvert, Optional Material, Round, 15" S/CD | LF | 97 | \$ _____ | \$ _____ |
| 43 | 430-175- 118 | Pipe Culvert, Optional Material, Round, 18" S/CD | LF | 694 | \$ _____ | \$ _____ |
| 44 | 430-175- 124 | Pipe Culvert, Optional Material, Round, 24" S/CD | LF | 1,416 | \$ _____ | \$ _____ |
| 45 | 430-175- 130 | Pipe Culvert, Optional Material, Round, 30" S/CD | LF | 59 | \$ _____ | \$ _____ |
| 46 | 430-175- 230 | Pipe Culvert, Optional Material, Other - Ellip/Arch, 30" S/CD (24"x38") | LF | 244 | \$ _____ | \$ _____ |
| 47 | 430-175- 236 | Pipe Culvert, Optional Material, Other - Ellip/Arch, 36" S/CD (29"x45") | LF | 435 | \$ _____ | \$ _____ |
| 48 | 430-175- 242 | Pipe Culvert, Optional Material, Other - Ellip/Arch, 42" S/CD (34"x53") | LF | 471 | \$ _____ | \$ _____ |
| 49 | 430-982- 133 | Mitered End Sect, Optional Round, 30" CD | EA | 1 | \$ _____ | \$ _____ |
| 50 | 430-984- 125 | Mitered End Sect, Optional Round, 18" SD | EA | 5 | \$ _____ | \$ _____ |

Bidder Name: _____

Authorized Signature: _____

BID FORM

(Submit in Triplicate) Section 00300

US 301 @ FORT HAMER ROAD INTERSECTION IMPROVEMENTS

Bid "A" Based on Completion Time of 300 Calendar Days

| PAY ITEM NO. | FDOT ITEM NUMBER | DESCRIPTION | UNITS | QTY. | BID PRICE PER UNIT (\$) | TOTAL BID PRICE (\$) |
|--------------|------------------|---|-------|--------|-------------------------|----------------------|
| 51 | 430-984-633 | Mitered End Sect, Optional / Ellip /Arch, 30" SD (24"x38" SD) | EA | 3 | \$ _____ | \$ _____ |
| 52 | 430-830 | Pipe Filling And Plugging - Place Out of Service | CY | 8 | \$ _____ | \$ _____ |
| 53 | 520-1-7 | Concrete Curb & Gutter, Type E | LF | 1,027 | \$ _____ | \$ _____ |
| 54 | 520-1-10 | Concrete Curb & Gutter, Type F | LF | 1,967 | \$ _____ | \$ _____ |
| 55 | 522-1 | Sidewalk Concrete, 4" Thick | SY | 901 | \$ _____ | \$ _____ |
| 56 | 522-2 | Sidewalk Concrete, 6" Thick | SY | 255 | \$ _____ | \$ _____ |
| 57 | 524-3 | Concrete Core Ditch Blocks | CY | 27.8 | \$ _____ | \$ _____ |
| 58 | 530-3-4 | Riprap, Rubble, F&I, Ditch Lining | TN | 10 | \$ _____ | \$ _____ |
| 59 | 570-1-2 | Performance Turf, Sod (Incl. Fert. And Water) | SY | 25,721 | \$ _____ | \$ _____ |
| | | SUBTOTAL (ROADWAY ONLY) | | | | \$ _____ |
| | | REMEDIATION OF PETROLEUM IMPACTED SOIL AND GROUNDWATER | | | | |
| | | ACTIVITIES (all categories include labor, fuel, equipment & expendables) | | | | |
| 60 | CON_1 | Contaminated Soil Excavation - (includes loading of excavated soils) | CY | 1,000 | \$ _____ | \$ _____ |
| 61 | CON_2 | Transport - Impacted Soil | TN | 75 | \$ _____ | \$ _____ |
| 62 | CON_3 | Disposal - Impacted Soil | TN | 75 | \$ _____ | \$ _____ |
| 63 | CON_4 | Dewatering System Installation: (specify # of points: _____) (system | LS | 1 | \$ _____ | \$ _____ |
| 64 | CON_5 | Dewatering System Operation: | LS | 1 | \$ _____ | \$ _____ |
| 65 | CON_6 | Holding Tank (specify tank size: _____ gallons) | LS | 1 | \$ _____ | \$ _____ |
| 66 | CON_7 | Mobilization | LS | 1 | \$ _____ | \$ _____ |
| 67 | CON_8 | Well Abandonment | LS | 1 | \$ _____ | \$ _____ |
| | | SUBTOTAL (REMEDIATION OF PETROLEUM IMPACTED SOIL AND GROUNDWATER ONLY) | | | | \$ _____ |

Bidder Name: _____

Authorized Signature: _____

BID FORM

(Submit in Triplicate) Section 00300

US 301 @ FORT HAMER ROAD INTERSECTION IMPROVEMENTS

Bid "A" Based on Completion Time of 300 Calendar Days

| PAY ITEM NO. | FDOT ITEM NUMBER | DESCRIPTION | UNITS | QTY. | BID PRICE PER UNIT (\$) | TOTAL BID PRICE (\$) |
|--------------|------------------|--|-------|-------|-------------------------|----------------------|
| | | SIGNING AND MARKING | | | | |
| 68 | 700-20-11 | Sign Single Post, F&I, Less Than 12 SF | AS | 33 | \$ _____ | \$ _____ |
| 69 | 700-20-12 | Sign Single Post, F&I, 12-20 SF | AS | 4 | \$ _____ | \$ _____ |
| 70 | 700-20-40 | Sign Single Post, Relocate | AS | 3 | \$ _____ | \$ _____ |
| 71 | 700-20-60 | Sign Single Post, Remove | AS | 11 | \$ _____ | \$ _____ |
| 72 | 700-48-48 | Sign Panels, Relocate, 15 Or Less | EA | 4 | \$ _____ | \$ _____ |
| 73 | 700-48-58 | Sign Panels, Replace, 15 Or Less | EA | 2 | \$ _____ | \$ _____ |
| 74 | 705-10-1 | Type I Object Marker | EA | 2 | \$ _____ | \$ _____ |
| 75 | 705-10-4 | Type 4 Object Marker | EA | 5 | \$ _____ | \$ _____ |
| 76 | 706-3 | Retro-Reflective Pavement Markers | EA | 289 | \$ _____ | \$ _____ |
| 77 | 711-11-111 | Thermoplastic, Standard, White, Solid, 6" | LF | 6,811 | \$ _____ | \$ _____ |
| 78 | 711-11-122 | Thermoplastic, Standard, White, Solid, 8" | LF | 1,596 | \$ _____ | \$ _____ |
| 79 | 711-11-123 | Thermoplastic, Standard, White, Solid, 12" | LF | 137 | \$ _____ | \$ _____ |
| 80 | 711-11-124 | Thermoplastic, Standard, White, Solid, 18" | LF | 1,580 | \$ _____ | \$ _____ |
| 81 | 711-11-125 | Thermoplastic, Standard, White, Solid, 24" | LF | 91 | \$ _____ | \$ _____ |
| 82 | 711-11-131 | Thermoplastic, Standard, White, Skip, 6" | LF | 845 | \$ _____ | \$ _____ |
| 83 | 711-11-151 | Thermoplastic, Standard, White, Dotted / Guideline / 6-10 Gap Extension, 6" | LF | 459 | \$ _____ | \$ _____ |
| 84 | 711-11-160 | Thermoplastic, Standard, White, Message | EA | 8 | \$ _____ | \$ _____ |
| 85 | 711-11-170 | Thermoplastic, Standard, White, Arrow | EA | 23 | \$ _____ | \$ _____ |
| 86 | 711-11-211 | Thermoplastic, Standard, Yellow, Solid, 6" | LF | 6,917 | \$ _____ | \$ _____ |
| 87 | 711-11-224 | Thermoplastic, Standard, Yellow, Solid, 18" | LF | 153 | \$ _____ | \$ _____ |
| 88 | 711-11-260 | Thermoplastic, Standard, Yellow, Dotted / Guideline / 6-10 Gap Extension, 6" | LF | 302 | \$ _____ | \$ _____ |
| | | SUBTOTAL (SIGNING AND MARKING ONLY) | | | | \$ _____ |

Bidder Name: _____

Authorized Signature: _____

BID FORM

(Submit in Triplicate) Section 00300

US 301 @ FORT HAMER ROAD INTERSECTION IMPROVEMENTS

Bid "A" Based on Completion Time of 300 Calendar Days

| PAY ITEM NO. | FDOT ITEM NUMBER | DESCRIPTION | UNITS | QTY. | BID PRICE PER UNIT (\$) | TOTAL BID PRICE (\$) |
|--------------|------------------|---|-------|-------|-------------------------|----------------------|
| | | ROADWAY LIGHTING | | | | |
| 89 | 555-1-2 | Directional Bore, 6" to less than 12" | LF | 120 | \$ _____ | \$ _____ |
| 90 | 715-1-12 | Lighting Conductors, F&I, insul. No. 6 | LF | 4,000 | \$ _____ | \$ _____ |
| 91 | 715-1-13 | Lighting Conductors, F&I, insul. No. 4 | LF | 1,620 | \$ _____ | \$ _____ |
| 92 | 715-1-70 | Lighting Conductors, Remove | LF | 1,740 | \$ _____ | \$ _____ |
| 93 | 715-2-11 | Conduit, F&I, Underground (Min. 2-inch Lighting Conduit at 1,820 LF and 3-inch Communication Conduit at 1,780 LF) | LF | 3,600 | \$ _____ | \$ _____ |
| 94 | 715-4-123 | Light Pole Complete, F&I, 130 MPH, 50' | EA | 5 | \$ _____ | \$ _____ |
| 95 | 715-7-11 | Load Center, F&I, Secondary Voltage | EA | 1 | \$ _____ | \$ _____ |
| 96 | 715-14-11 | Lighting, Pull Box, F&I, Roadside, Moulded | EA | 13 | \$ _____ | \$ _____ |
| 97 | 715-14-51 | Lighting, Pull Box, Remove, Roadside | EA | 3 | \$ _____ | \$ _____ |
| 98 | 715-31-1 | Lighting Routine Maintenance | LU | 3 | \$ _____ | \$ _____ |
| 99 | 715-500-1 | Pole Cable Distribution System, Conventional | EA | 8 | \$ _____ | \$ _____ |
| 100 | 715-540-000 | Light Pole Complete, Relocate | EA | 3 | \$ _____ | \$ _____ |
| 101 | 783-5-1 | Fiber Optic Pull Box | EA | 2 | \$ _____ | \$ _____ |
| 102 | 783-6-1 | Fiber Optic Splice Box | EA | 3 | \$ _____ | \$ _____ |
| | | SUBTOTAL (ROADWAY LIGHTING ONLY) | | | | \$ _____ |
| | | DISCRETIONARY WORK (USED ONLY WITH COUNTY APPROVAL) | | | | \$200,000.00 |
| | | TOTAL PRICE FOR BID "A" - Based on Completion Time of <u>300</u> Calendar Days | | | | \$ _____ |

Bidder Name: _____

Authorized Signature: _____

BID FORM

(Submit in Triplicate) Section 00300

US 301 @ FORT HAMER ROAD INTERSECTION IMPROVEMENTS

Bid "B" Based on Completion Time of 240 Calendar Days

| PAY ITEM NO. | FDOT ITEM NUMBER | DESCRIPTION | UNITS | QTY. | BID PRICE PER UNIT (\$) | TOTAL BID PRICE (\$) |
|----------------|------------------|--|-------|--------|-------------------------|----------------------|
| ROADWAY | | | | | | |
| 1 | 101-1 | Mobilization | LS | 1 | \$ _____ | \$ _____ |
| 2 | 102-1 | Maintenance of Traffic | LS | 1 | \$ _____ | \$ _____ |
| 3 | 102-3 | Commercial Material for Driveway Maintenance | CY | 100 | \$ _____ | \$ _____ |
| 4 | 104-10-3 | Sediment Barrier | LF | 5,823 | \$ _____ | \$ _____ |
| 5 | 104-11 | Floating Turbidity Barrier | LF | 101 | \$ _____ | \$ _____ |
| 6 | 104-15 | Soil Tracking Prevention Device | EA | 2 | \$ _____ | \$ _____ |
| 7 | 104-18 | Inlet Protection System | EA | 40 | \$ _____ | \$ _____ |
| 8 | 107-1 | Litter Removal And Disposal (calculate using performance sod area times project duration in days divided by 30 days) | AC | 14.0 | \$ _____ | \$ _____ |
| 9 | 107-2 | Mowing (calculate using performance sod area times project duration in days divided by 30 days) | AC | 4.3 | \$ _____ | \$ _____ |
| 10 | 110-1-1 | Clearing & Grubbing (9.5 Ac) | LS | 1 | \$ _____ | \$ _____ |
| 11 | 110-4 | Removal of Existing Concrete Pavement | SY | 1,529 | \$ _____ | \$ _____ |
| 12 | 110-7-1 | Mailbox | EA | 5 | \$ _____ | \$ _____ |
| 13 | 120-1 | Regular Excavation | CY | 8,678 | \$ _____ | \$ _____ |
| 14 | 120-4 | Subsoil Excavation | CY | 200 | \$ _____ | \$ _____ |
| 15 | 120-6 | Embankment | CY | 7,538 | \$ _____ | \$ _____ |
| 16 | 121-70 | Flowable Fill (Contingency) | CY | 10 | \$ _____ | \$ _____ |
| 17 | 160-4 | Type B Stabilization | SY | 14,538 | \$ _____ | \$ _____ |
| 18 | 162-1-11 | Prepared Soil Layer, 6" | SY | 25,721 | \$ _____ | \$ _____ |
| 19 | 285-701 | Optional Base, Base Group 1 | SY | 485 | \$ _____ | \$ _____ |
| 20 | 285-709 | Optional Base, Base Group 9 | SY | 12,397 | \$ _____ | \$ _____ |
| 21 | 286-1 | Turnout Construction | SY | 727 | \$ _____ | \$ _____ |
| 22 | 327-70-6 | Milling Exist Asph Pavt, 1 1/2" Avg Depth | SY | 11,947 | \$ _____ | \$ _____ |
| 23 | 334-1-13 | Superpave Asphaltic Conc, Traffic C (1-1/2") | TN | 512 | \$ _____ | \$ _____ |
| 24 | 334-1-13 | Superpave Asphaltic Conc, Traffic C (3") | TN | 978 | \$ _____ | \$ _____ |

Bidder Name: _____

Authorized Signature: _____

BID FORM

(Submit in Triplicate) Section 00300

US 301 @ FORT HAMER ROAD INTERSECTION IMPROVEMENTS Bid "B" Based on Completion Time of 240 Calendar Days

| PAY ITEM NO. | FDOT ITEM NUMBER | DESCRIPTION | UNITS | QTY. | BID PRICE PER UNIT (\$) | TOTAL BID PRICE (\$) |
|--------------|------------------|---|-------|-------|-------------------------|----------------------|
| 25 | 337-7-33 | Asphalt Concrete Friction Course, Traffic C, FC-12.5, Rubber (1.5") | TN | 2,060 | \$ _____ | \$ _____ |
| 26 | 400-2-2 | Concrete Class II, Endwalls | CY | 6.9 | \$ _____ | \$ _____ |
| 27 | 425-1201 | Inlets, Curb, Type 9, <10' | EA | 1 | \$ _____ | \$ _____ |
| 28 | 425-1351 | Inlets, Curb, Type P-5, <10' | EA | 12 | \$ _____ | \$ _____ |
| 29 | 425-1361 | Inlets, Curb, Type P-6, <10' | EA | 5 | \$ _____ | \$ _____ |
| 30 | 425-1511 | Inlets, Dt Bot, Type B, <10' | EA | 1 | \$ _____ | \$ _____ |
| 31 | 425-1521 | Inlets, Dt Bot, Type C, <10' | EA | 1 | \$ _____ | \$ _____ |
| 32 | 425-1541 | Inlets, Dt Bot, Type D, <10' | EA | 2 | \$ _____ | \$ _____ |
| 33 | 425-1543 | Inlets, Dt Bot, Type D, J Bot, <10' | EA | 5 | \$ _____ | \$ _____ |
| 34 | 425-1579 | Inlets, Ditch Bottom, Type G, Modify | EA | 1 | \$ _____ | \$ _____ |
| 35 | 425-2-43 | Manholes, P-7, Partial, <10' | EA | 1 | \$ _____ | \$ _____ |
| 36 | 425-2-61 | Manholes, P-8, <10' | EA | 6 | \$ _____ | \$ _____ |
| 37 | 425-2-71 | Manholes, J-7, <10' | EA | 1 | \$ _____ | \$ _____ |
| 38 | 425-2-93 | Manholes, J-8, Partial | EA | 2 | \$ _____ | \$ _____ |
| 39 | 425-11 | Modify Drainage Structure | EA | 1 | \$ _____ | \$ _____ |
| 40 | 430-174-118 | Pipe Culvert, Optional Material, Round, 18" SD | LF | 94 | \$ _____ | \$ _____ |
| 41 | 430-174-230 | Pipe Culvert, Optional Material, Other - Ellip/Arch, 30" SD (24"x38") | LF | 47 | \$ _____ | \$ _____ |
| 42 | 430-175-115 | Pipe Culvert, Optional Material, Round, 15" S/CD | LF | 97 | \$ _____ | \$ _____ |
| 43 | 430-175-118 | Pipe Culvert, Optional Material, Round, 18" S/CD | LF | 694 | \$ _____ | \$ _____ |
| 44 | 430-175-124 | Pipe Culvert, Optional Material, Round, 24" S/CD | LF | 1,416 | \$ _____ | \$ _____ |
| 45 | 430-175-130 | Pipe Culvert, Optional Material, Round, 30" S/CD | LF | 59 | \$ _____ | \$ _____ |
| 46 | 430-175-230 | Pipe Culvert, Optional Material, Other - Ellip/Arch, 30" S/CD (24"x38") | LF | 244 | \$ _____ | \$ _____ |
| 47 | 430-175-236 | Pipe Culvert, Optional Material, Other - Ellip/Arch, 36" S/CD (29"x45") | LF | 435 | \$ _____ | \$ _____ |
| 48 | 430-175-242 | Pipe Culvert, Optional Material, Other - Ellip/Arch, 42" S/CD (34"x53") | LF | 471 | \$ _____ | \$ _____ |
| 49 | 430-982-133 | Mitered End Sect, Optional Round, 30" CD | EA | 1 | \$ _____ | \$ _____ |
| 50 | 430-984-125 | Mitered End Sect, Optional Round, 18" SD | EA | 5 | \$ _____ | \$ _____ |

Bidder Name: _____

Authorized Signature: _____

BID FORM

(Submit in Triplicate) Section 00300

US 301 @ FORT HAMER ROAD INTERSECTION IMPROVEMENTS

Bid "B" Based on Completion Time of 240 Calendar Days

| PAY ITEM NO. | FDOT ITEM NUMBER | DESCRIPTION | UNITS | QTY. | BID PRICE PER UNIT (\$) | TOTAL BID PRICE (\$) |
|--------------|------------------|---|-------|--------|-------------------------|----------------------|
| 51 | 430-984-633 | Mitered End Sect, Optional / Ellip /Arch, 30" SD (24"x38" SD) | EA | 3 | \$ _____ | \$ _____ |
| 52 | 430-830 | Pipe Filling And Plugging - Place Out of Service | CY | 8 | \$ _____ | \$ _____ |
| 53 | 520-1-7 | Concrete Curb & Gutter, Type E | LF | 1,027 | \$ _____ | \$ _____ |
| 54 | 520-1-10 | Concrete Curb & Gutter, Type F | LF | 1,967 | \$ _____ | \$ _____ |
| 55 | 522-1 | Sidewalk Concrete, 4" Thick | SY | 901 | \$ _____ | \$ _____ |
| 56 | 522-2 | Sidewalk Concrete, 6" Thick | SY | 255 | \$ _____ | \$ _____ |
| 57 | 524-3 | Concrete Core Ditch Blocks | CY | 27.8 | \$ _____ | \$ _____ |
| 58 | 530-3-4 | Riprap, Rubble, F&I, Ditch Lining | TN | 10 | \$ _____ | \$ _____ |
| 59 | 570-1-2 | Performance Turf, Sod (Incl. Fert. And Water) | SY | 25,721 | \$ _____ | \$ _____ |
| | | SUBTOTAL (ROADWAY ONLY) | | | | \$ _____ |
| | | REMEDIATION OF PETROLEUM IMPACTED SOIL AND GROUNDWATER | | | | |
| | | ACTIVITIES (all categories include labor, fuel, equipment & expendables) | | | | |
| 60 | CON_1 | Contaminated Soil Excavation - (includes loading of excavated soils) | CY | 1,000 | \$ _____ | \$ _____ |
| 61 | CON_2 | Transport - Impacted Soil | TN | 75 | \$ _____ | \$ _____ |
| 62 | CON_3 | Disposal - Impacted Soil | TN | 75 | \$ _____ | \$ _____ |
| 63 | CON_4 | Dewatering System Installation: (specify # of points: _____) (system | LS | 1 | \$ _____ | \$ _____ |
| 64 | CON_5 | Dewatering System Operation: | LS | 1 | \$ _____ | \$ _____ |
| 65 | CON_6 | Holding Tank (specify tank size: _____ gallons) | LS | 1 | \$ _____ | \$ _____ |
| 66 | CON_7 | Mobilization | LS | 1 | \$ _____ | \$ _____ |
| 67 | CON_8 | Well Abandonment | LS | 1 | \$ _____ | \$ _____ |
| | | SUBTOTAL (REMEDIATION OF PETROLEUM IMPACTED SOIL AND GROUNDWATER ONLY) | | | | \$ _____ |

Bidder Name: _____

Authorized Signature: _____

BID FORM

(Submit in Triplicate) Section 00300

US 301 @ FORT HAMER ROAD INTERSECTION IMPROVEMENTS Bid "B" Based on Completion Time of 240 Calendar Days

| PAY ITEM NO. | FDOT ITEM NUMBER | DESCRIPTION | UNITS | QTY. | BID PRICE PER UNIT (\$) | TOTAL BID PRICE (\$) |
|--------------|------------------|--|-------|-------|-------------------------|----------------------|
| | | SIGNING AND MARKING | | | | |
| 68 | 700-20-11 | Sign Single Post, F&I, Less Than 12 SF | AS | 33 | \$ _____ | \$ _____ |
| 69 | 700-20-12 | Sign Single Post, F&I, 12-20 SF | AS | 4 | \$ _____ | \$ _____ |
| 70 | 700-20-40 | Sign Single Post, Relocate | AS | 3 | \$ _____ | \$ _____ |
| 71 | 700-20-60 | Sign Single Post, Remove | AS | 11 | \$ _____ | \$ _____ |
| 72 | 700-48-48 | Sign Panels, Relocate, 15 Or Less | EA | 4 | \$ _____ | \$ _____ |
| 73 | 700-48-58 | Sign Panels, Replace, 15 Or Less | EA | 2 | \$ _____ | \$ _____ |
| 74 | 705-10-1 | Type I Object Marker | EA | 2 | \$ _____ | \$ _____ |
| 75 | 705-10-4 | Type 4 Object Marker | EA | 5 | \$ _____ | \$ _____ |
| 76 | 706-3 | Retro-Reflective Pavement Markers | EA | 289 | \$ _____ | \$ _____ |
| 77 | 711-11-111 | Thermoplastic, Standard, White, Solid, 6" | LF | 6,811 | \$ _____ | \$ _____ |
| 78 | 711-11-122 | Thermoplastic, Standard, White, Solid, 8" | LF | 1,596 | \$ _____ | \$ _____ |
| 79 | 711-11-123 | Thermoplastic, Standard, White, Solid, 12" | LF | 137 | \$ _____ | \$ _____ |
| 80 | 711-11-124 | Thermoplastic, Standard, White, Solid, 18" | LF | 1,580 | \$ _____ | \$ _____ |
| 81 | 711-11-125 | Thermoplastic, Standard, White, Solid, 24" | LF | 91 | \$ _____ | \$ _____ |
| 82 | 711-11-131 | Thermoplastic, Standard, White, Skip, 6" | LF | 845 | \$ _____ | \$ _____ |
| 83 | 711-11-151 | Thermoplastic, Standard, White, Dotted / Guideline / 6-10 Gap Extension, 6" | LF | 459 | \$ _____ | \$ _____ |
| 84 | 711-11-160 | Thermoplastic, Standard, White, Message | EA | 8 | \$ _____ | \$ _____ |
| 85 | 711-11-170 | Thermoplastic, Standard, White, Arrow | EA | 23 | \$ _____ | \$ _____ |
| 86 | 711-11-211 | Thermoplastic, Standard, Yellow, Solid, 6" | LF | 6,917 | \$ _____ | \$ _____ |
| 87 | 711-11-224 | Thermoplastic, Standard, Yellow, Solid, 18" | LF | 153 | \$ _____ | \$ _____ |
| 88 | 711-11-260 | Thermoplastic, Standard, Yellow, Dotted / Guideline / 6-10 Gap Extension, 6" | LF | 302 | \$ _____ | \$ _____ |
| | | SUBTOTAL (SIGNING AND MARKING ONLY) | | | | \$ _____ |

Bidder Name: _____

Authorized Signature: _____

BID FORM

(Submit in Triplicate) Section 00300

US 301 @ FORT HAMER ROAD INTERSECTION IMPROVEMENTS

Bid "B" Based on Completion Time of 240 Calendar Days

| PAY ITEM NO. | FDOT ITEM NUMBER | DESCRIPTION | UNITS | QTY. | BID PRICE PER UNIT (\$) | TOTAL BID PRICE (\$) |
|--------------|------------------|---|-------|-------|-------------------------|----------------------|
| | | ROADWAY LIGHTING | | | | |
| 89 | 555-1-2 | Directional Bore, 6" to less than 12" | LF | 120 | \$ _____ | \$ _____ |
| 90 | 715-1-12 | Lighting Conductors, F&I, insul. No. 6 | LF | 4,000 | \$ _____ | \$ _____ |
| 91 | 715-1-13 | Lighting Conductors, F&I, insul. No. 4 | LF | 1,620 | \$ _____ | \$ _____ |
| 92 | 715-1-70 | Lighting Conductors, Remove | LF | 1,740 | \$ _____ | \$ _____ |
| 93 | 715-2-11 | Conduit, F&I, Underground (Min. 2-inch Lighting Conduit at 1,820 LF and 3-inch Communication Conduit at 1,780 LF) | LF | 3,600 | \$ _____ | \$ _____ |
| 94 | 715-4-123 | Light Pole Complete, F&I, 130 MPH, 50' | EA | 5 | \$ _____ | \$ _____ |
| 95 | 715-7-11 | Load Center, F&I, Secondary Voltage | EA | 1 | \$ _____ | \$ _____ |
| 96 | 715-14-11 | Lighting, Pull Box, F&I, Roadside, Moulded | EA | 13 | \$ _____ | \$ _____ |
| 97 | 715-14-51 | Lighting, Pull Box, Remove, Roadside | EA | 3 | \$ _____ | \$ _____ |
| 98 | 715-31-1 | Lighting Routine Maintenance | LU | 3 | \$ _____ | \$ _____ |
| 99 | 715-500-1 | Pole Cable Distribution System, Conventional | EA | 8 | \$ _____ | \$ _____ |
| 100 | 715-540-000 | Light Pole Complete, Relocate | EA | 3 | \$ _____ | \$ _____ |
| 101 | 783-5-1 | Fiber Optic Pull Box | EA | 2 | \$ _____ | \$ _____ |
| 102 | 783-6-1 | Fiber Optic Splice Box | EA | 3 | \$ _____ | \$ _____ |
| | | SUBTOTAL (ROADWAY LIGHTING ONLY) | | | | \$ _____ |
| | | DISCRETIONARY WORK (USED ONLY WITH COUNTY APPROVAL) | | | | \$200,000.00 |
| | | TOTAL PRICE FOR BID "B" - Based on Completion Time of <u>240</u> Calendar Days | | | | \$ _____ |

Bidder Name: _____

Authorized Signature: _____

**SWORN STATEMENT
THE FLORIDA TRENCH SAFETY ACT**

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

1. This Sworn Statement is submitted with IFB No. 13-0773CD
2. This Sworn Statement is submitted by _____ whose business address is _____ and, if applicable, its Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement _____.
3. Name of individual signing this Sworn Statement is: _____, Whose relationship to the above entity is: _____.
4. The Trench Safety Standards that will be in effect during the construction of this project shall include, but are not limited to: Laws of Florida, Chapters 90-96, TRENCH SAFETY ACT, and OSHA RULES AND REGULATIONS 29 CFR 1926.650 Subpart P, effective October 1, 1990.
5. The undersigned assures that the entity will comply with the applicable Trench Safety Standards and agrees to indemnify and hold harmless the County and Engineer, and any of their agents or employees from any claims arising from the failure to comply with said standard.
6. The undersigned has appropriated the following costs for compliance with the applicable standards:

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

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

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

(AUTHORIZED SIGNATURE / TITLE)

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

(Impress official seal)

Notary Public, State of Florida: _____

My commission expires: _____

SECTION 00430
CONTRACTOR'S QUESTIONNAIRE
(Submit in Triplicate)

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

THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR BID

1. License #: _____

License Issued to: _____

Date License Received (MM/DD/YR): _____

Company Name: _____

Company's Physical Address

City
_____ State of Incorporation, if applicable _____ (Zip Code)

(_____) _____ Telephone Number; (_____) _____ Fax Number

Email Address: _____

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

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

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

For how many years? _____ Is this firm in bankruptcy? _____

Years holding a Certified General Contractors License

Years holding a Certified Underground Utility Contractors License

Years holding an FDOT Certificate of Qualification

Years experience performing this type of project

(Attach a list of projects where this specific type of work was performed)

BIDDER: _____

4. (Continued)

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

5. Describe and give the date and County of the last three government or private work of similar scope you've completed which are similar in cost, type, size, and nature as the one proposed (for a public entity), include contact name and phone number. Provide the budget, actual cost, size and summary of work for each project. Attach additional pages as necessary. (Note: If listing a Manatee County reference they should not be directly associated with this project)

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

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

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

BIDDER: _____

9. What specific steps have you taken to examine the physical conditions at or contiguous to the site, including but not limited to, the location of existing underground facilities? Have you visited the site(s)? _____
Provide date(s) of site visit: _____

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

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

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

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

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

BIDDER: _____

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

Surety's Name: _____

Surety's Address: _____

Surety's Address: _____

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

Phone: (_____) _____

Email _____

BIDDER: _____

SECTION 00491
PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION
SWORN STATEMENT PURSUANT TO ARTICLE V,
MANATEE COUNTY PURCHASING ORDINANCE

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

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

_____ [Print individual's name and title]

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

whose business address is _____

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

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

- (1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or
- (2) been convicted of an agreement or collusion among Bidders or prospective Bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or
- (3) been convicted of a violation of an environmental law that, in the sole opinion of the County's Purchasing Official, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or
- (4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or
- (5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such an entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

(Cont'd.)

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

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

[Signature]

STATE OF FLORIDA
COUNTY OF _____

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

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

Notary Public Signature My commission expires _____

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

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

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

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

ARTICLE 1. WORK

CONTRACTOR shall furnish all labor, materials, supplies, and other items required to complete the Work for **IFB #13-0773CD US 301 @ Fort Hamer Road Intersection Improvements** in strict accordance with Contract documents and any duly authorized subsequent addenda thereto, all of which are made a part hereof.

ARTICLE 2. COMPENSATION

As compensation to the CONTRACTOR, the COUNTY shall pay and the CONTRACTOR will accept as full consideration for the performance of all Work required by **FB #13-0773CD US 301 @ Fort Hamer Road Intersection Improvements**, subject to additions and deductions as provided therein, the sum of **\$XXXXX** for Bid "??" based on a completion time of ?? calendar days.

ARTICLE 3. LIQUIDATED DAMAGES

Time is of the essence in this Agreement. As of the date of this Agreement, the damages that will be suffered by the County in the event of the Contractor's failure to timely complete the Work are impossible to determine. In lieu thereof, it is agreed that if the Contractor fails to achieve substantial completion of the Work within ?? calendar days of issuance of the Notice to Proceed (accounting, however, for any extensions of time granted pursuant to approved change orders), the Contractor shall pay to the County, as liquidated damages (and not as a penalty), the sum of \$1148 per calendar

day for each day beyond ?? days until the Contractor achieves substantial completion. The County shall have the option of withholding said liquidated damages from any pay application(s) thereafter submitted by the Contractor. Alternatively, the Contractor shall immediately pay said sums to the County upon the County's demand for same.

ARTICLE 4. ENGINEER

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

All communications involving this project will be addressed to: Kent Bontrager, PE, Project Engineer II, Public Works Department and to the Engineer of Record, Tom Fulton, PE, Cardno TBE. All invoicing will be addressed to the attention of: Kent Bontrager, PE (address noted below) with invoice copies sent to Tom Fulton, PE, Cardno TBE (address noted below).

Manatee County Public Works Dept.
IFB# 13-0773CD
Attention: Kent Bontrager, PE
Project Engineer II
1022 26th Avenue East
Bradenton, Florida 34208
Phone (941) 708-7450 ext. 7331

Cardno TBE
IFB# 13-0773CD
Attn: Tom Fulton, PE
Project Manager
380 Park Place Blvd., Suite 300
Clearwater, Florida 33759
Phone (727) 431-1595

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

ARTICLE 5. CONTRACTOR'S REPRESENTATIONS

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

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

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

ARTICLE 6. CONTRACT DOCUMENTS

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

- 6.1 This Agreement and Bid document **IFB #13-0773CD**
- 6.2 Public Construction Bond Form and Insurance Certificate(s)
- 6.3 Drawings/Plans (not attached)
- 6.4 Addendum number ?? to ?? inclusive
- 6.5 CONTRACTOR'S Bid Form
- 6.6 Reports
- 6.7 The following, which may be delivered or issued after the effective date of the Agreement and are not attached hereto: all written change orders and other documents amending, modifying, or supplementing the Contract documents.

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

ARTICLE 7. MISCELLANEOUS

7.1 Terms used in this Agreement are defined in Article 1 of the General Conditions.

7.2 No assignment by a party hereto of any rights under or interest in the Contract documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law); and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignee from any duty or responsibility under the Contract documents.

7.3 COUNTY and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract documents.

AGREEMENT
IFB #13-0773CD

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized representatives.

CONTRACTOR

By: _____

Print Name & Title of Signer

Date: _____

COUNTY OF MANATEE, FLORIDA

By: _____
Melissa M. Wendel, CPPO
Purchasing Official

Date: _____

**MANATEE COUNTY GOVERNMENT
PUBLIC CONSTRUCTION BOND**

Bond No. _____
(Enter bond number)

BY THIS BOND, We _____, located at _____, as
(Name of Contractor) (Address)

Principal and _____, a corporation, whose address is
(Name of Surety)

are bound to Manatee County, a political subdivision of the State of Florida, herein called County, in the sum of \$ _____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

WHEREAS, the Contractor has entered into Contract No. IFB #13-0773CD with the County for the project titled US 301 @ Fort Hamer Road Intersection Improvements, with conditions and provisions as are further described in the aforementioned Contract, which Contract is by reference made a part hereof for the purposes of explaining this bond.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs Contract No. IFB #13-0773CD, between Principal and County for construction of

US 301 @ Fort Hamer Road Intersection Improvements, the Contract being made a part of this bond by reference, at

(Title of Project)

the times and in the manner prescribed in the Contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract; and

3. Pays County all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract; and

4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the Contract documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

DATED ON _____.

CONTRACTOR AS PRINCIPAL

SURETY

Company Name

Company Name

Signature

Signature

Print Name & Title

Print Name & Title

(Corporate Seal)

(Corporate Seal)

AGENT or BROKER

Company Name

Address

Telephone

Licensed Florida Insurance Agent? Yes No

License #: _____

State of: _____

County of: _____

City of: _____

SECTION 00700
GENERAL CONDITIONS

ARTICLE 1. DEFINITIONS

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

Addendum - Written or graphic instruments issued prior to the opening of Bids which clarify or change the Bidding documents or the Contract documents.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Discretionary – Payment for all Work that shall be made only at the Owner's discretion in order to satisfactorily complete the project in accordance with the plans and specifications.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Underground Facilities - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments and any encasement containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or

other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

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

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

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

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

ARTICLE 2. PRELIMINARY MATTERS

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

2.1 The Contractor must submit a proposed schedule of the Work at the preconstruction conference. The purpose of this schedule is to enable the Owner to govern the Work, to protect the functions of the local government and its citizens and to aid in providing appropriate surveillance. The Owner shall have the right to reschedule Work provided such rescheduling is in accord with the remainder of terms of the Contract. The schedule shall show, as a minimum, the approximate dates on which each segment of the Work is expected to be started and finished, the proposed traffic flows during each month, the anticipated earnings by the Contractor for each month and the approximate number of crews and equipment to be used. The Owner, after necessary rescheduling and obtaining additional information for specific purposes, shall review and approve the schedule. The Contractor shall also forward to the Owner, as soon as practicable after the first day of each month, a summary report of the progress of the various parts of the Work under the Contract, in fabrication and in the field, stating the existing status, estimated time of completion and cause of delay, if

any. Together with the summary report, the Contractor shall submit any necessary revisions to the original schedule for the Owner's review and approval. In addition, more detailed schedules may be required by the Owner for daily traffic control.

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

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

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

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

Note: Computed dimensions shall govern over scaled dimensions.

- 3.2 It is the intent of the Contract documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract documents. Any work, materials or equipment that may reasonably be inferred from the Contract documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, materials, or

equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract documents) shall be effective to change the duties and responsibilities of Owner, Contractor or Engineer, or any of their agents or employees from those set forth in the Contract documents.

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

3.3.1 A Formal Written Amendment

3.3.2 A Change Order

3.3.3 Administrative Contract Adjustment (ACA)

3.3.4 A Work Directive Change

3.4 In addition, the requirements of the Contract documents may be supplemented and minor variations and deviations in the Work may be authorized in one or more of the following ways:

3.4.1 Discretionary Work – Field Directive

3.4.2 Engineer's approval of a Shop Drawing or sample

ARTICLE 4. CONTRACTOR'S RESPONSIBILITIES

4.1 Contractor shall keep on the Work at all times during its progress a competent resident superintendent; who shall be the Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.

4.2 Contractor shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the Contract documents. Contractor shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto and except as otherwise indicated in the Contract documents, all Work at the site shall be performed during regular working hours and Contractor will not permit overtime work or the

performance of work on Saturday, Sunday or legal holiday without Owner's written consent given after prior notice to Engineer (at least seventy-two (72) hours in advance).

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

materials, rubbish, and debris from and about the premises as well as all tools, appliances, construction equipment and machinery and surplus materials and shall leave the site clean and ready for occupancy by Owner. Contractor shall restore to original conditions all property not designated for alteration by the Contract documents.

- 4.8 Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.
- 4.9 Safety and Protection: Contractor shall comply with the Florida Department of Commerce Safety Regulations and any local safety regulations. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:
- 4.9.1 all employees on the work and other persons and organizations who may be affected thereby;
- 4.9.2 all the work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
- 4.9.3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.
- 4.9.4 Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for the protection required by public authority or local conditions. Contractor shall provide reasonable maintenance of traffic way for the public and preservation of the Owner's business, taking into full consideration all local conditions. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed.
- 4.10 Emergencies: In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, Contractor, without special instruction or authorization from Engineer or Owner, is obligated to act to prevent threatened damage, injury or loss. Contractor shall give Owner prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract documents have been caused thereby. If Owner

determines that a change in the Contract documents is required because of the action taken in response to an emergency, a work directive change or change order will be issued to document the consequences of the changes or variation.

4.11 For substitutes not included with the Bid, but submitted after the effective date of the Agreement, Contractor shall make written application to Engineer for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will also contain an itemized estimate of all costs and delays or schedule impacts that will result directly or indirectly from review, acceptance and provisions of such substitute, including costs of redesign and claims of other Contractors affected by the resulting change, all of which will be considered by the Engineer in evaluating the proposed substitute. Engineer may require Contractor to furnish at Contractor's expense, additional data about the proposed substitute. In rendering a decision, Owner/Engineer and Contractor shall have access to any available float time in the construction schedule. In the event that substitute materials or equipment not included as part of the Bid, but proposed after the effective date of the Agreement, are accepted and are less costly than the originally specified materials or equipment, then the net difference in cost shall be credited to the Owner and an appropriate change order executed.

4.11.1 If a specific means, method, technique, sequence of procedure of construction is indicated in or required by the Contract documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to Engineer if Contractor submits sufficient information to allow Engineer to determine that the substitute proposed is equivalent to that indicated or required by the Contract documents.

4.11.2 Engineer will be allowed a reasonable time within which to evaluate each proposed substitute. Engineer will be the sole judge of acceptability and no substitute will be ordered, installed or utilized without Engineer's prior written acceptance which will be evidenced by either a change order or an approved shop drawing. Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

4.11.3 Contractor shall reimburse Owner for the charges of Engineer and Engineer's Consultants for evaluating each proposed substitute submitted after the effective date of the Agreement and all costs resulting from any delays in the Work while the substitute was undergoing review.

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

ARTICLE 5. OWNER'S RESPONSIBILITIES

- 5.1 Owner shall furnish the data required of Owner under the Contract documents promptly and shall make payments to the Contractor within a reasonable time (no more than twenty (20) days) after the Work has been accepted by the Owner. The form of all submittals, notices, change orders and other documents permitted or required to be used or transmitted under the Contract documents shall be determined by the Owner/Engineer. Standard County forms shall be utilized.

- 5.2 The Owner shall provide the lands upon which the Work under this Contract is to be done, except that the Contractor shall provide all necessary additional land required for the erection of temporary construction facilities and storage of his materials, together with right of access to same.
- 5.3 The Owner shall have the right to take possession of and use any completed portions of the Work, although the time for completing the entire Work or such portions may not have expired, but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract documents.

ARTICLE 6. CHANGES IN THE WORK

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

ARTICLE 7. CHANGE OF CONTRACT PRICE

- 7.1 The Contract price constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at his expense without change in the Contract price.
- 7.2 The Contract price may only be changed by change order or by a written amendment. Any claim for an increase or decrease in the Contract price shall be based on written notice delivered by the party making the claim to the other party. Notice of the amount of the claim with supporting data shall be delivered within ten (10) days from the beginning of such occurrence and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event.
- 7.3 The value of any Work covered by a change order or of any claim for an increase or decrease in the Contract price shall be determined in one of the following ways (at Owner's discretion):
- 7.3.1 Where the Work involved is covered by unit prices contained in the Contract documents, cost will be determined by application of such unit prices to the quantities of the items involved.
- 7.3.2 By mutual acceptance of lump sum.
- 7.3.3 On the basis of the cost of the Work, plus a 15% Contractor's fee for overhead and profit. (Contractor shall submit an itemized cost breakdown together with supporting data.)
- 7.4 Either Owner or Contractor may make a claim for an adjustment in the Contract price. The unit price of an item of Unit Price Work shall be subject to re-evaluation and adjustment under the following conditions:
- 7.4.1 If the total cost of a particular item of Unit Price Work amounts to 5% or more of the Contract price and the variation in the quantity of the particular item of Unit Price Work performed by Contractor differs by more than 15% from the estimated quantity of such item indicated in the Agreement; and
- 7.4.2 If there is no corresponding adjustment with respect to any other item of Work; and
- 7.4.3 If a Contractor believes that it has incurred additional expense as a result thereof; or

7.4.4 If Owner believes that the quantity variation entitles it to an adjustment in the unit price; or

7.4.5 If the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

ARTICLE 8. CHANGE OF CONTRACT TIME

8.1 Contract time may only be changed by a change order or a written amendment. Any claim for an extension or shortening of the Contract time shall be based on written notice delivered by the party making the claim to the other party. Notice of the extent of the claim with supporting data shall be delivered within fifteen (15) days from detection or beginning of such occurrence and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event.

8.2 The Contract time will be extended in an amount equal to time lost due to delays beyond the control of Contractor. Such delays shall include, but not be limited to, acts or neglect by Owner or others performing additional Work; or to fires, floods, epidemics, abnormal weather conditions or acts of God.

8.3 All time limits stated in the Contract documents are of the essence.

ARTICLE 9. WARRANTY, TEST/INSPECTION, CORRECTION

9.1 Contractor warrants (for a minimum period of three (3) years or as otherwise stated herein) and guarantees to Owner that all Work will be in accordance with the Contract documents and will not be defective; that Owner, representatives of Owner, governmental agencies with jurisdictional interests will have access to the Work at reasonable time for their observation, inspecting and testing (Contractor shall give Engineer timely notice of readiness of the Work for all required approvals and shall assume full responsibility, including costs, in obtaining required tests, inspections, and approval certifications and/or acceptance, unless otherwise stated by Owner).

9.2 If any Work (including work of others) that is to be inspected, tested, or approved is covered without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice. Neither observations by Engineer nor inspections, tests, or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract documents.

9.3 If the Work is defective, or Contractor fails to supply sufficient skilled workers, or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract documents, Owner may order Contractor to stop the Work, or any portion thereof and terminate payments to the Contractor until the cause for such order has been eliminated. Contractor shall bear all direct, indirect and consequential costs for satisfactory reconstruction or removal and replacement with non-defective Work, including, but not limited to fees and charges of engineers, architects, attorneys and other professionals and any additional expenses experienced by Owner due to delays to other Contractors performing additional Work and an appropriate deductive change order shall be issued. Contractor shall further bear the responsibility for maintaining schedule and shall not be entitled to an extension of the Contract time and the recovery of delay damages due to correcting or removing defective Work.

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

9.3.2 If within three (3) years after the date of completion or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract documents, any Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work or if it has been rejected by Owner, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instruction, Owner may have the defective Work corrected/removed and all direct, indirect and consequential costs of such removal and replacement will be paid by Contractor.

ARTICLE 10. SUSPENSION/TERMINATION OF WORK

10.1 Owner may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by written notice to Contractor, which will fix the date on which Work will be resumed. Contractor shall be allowed an increase in the Contract price or an extension of the Contract

time, or both, directly attributable to any suspension if Contractor makes an approved claim therefore.

10.2 Owner may terminate the Contract if Contractor commences a voluntary case under any chapter of the Bankruptcy Code or any similar action by filing a petition under any other federal or state law relating to the bankruptcy or insolvency; if a petition is filed against the Contractor under any chapter of the Bankruptcy Code or similar relief under any other federal or state law; if Contractor persistently fails to perform the Work in accordance with the Contract documents; if Contractor disregards laws or regulations of any public body having jurisdiction or the Engineer; or otherwise violates in any substantial way any provisions of the Contract.

10.2.1 Owner may, after giving Contractor (and the Surety, if there is one) seven (7) days written notice and to the extent permitted by laws and regulations, terminate the services of Contractor; exclude Contractor from the site and take possession of the Work and of all Contractor's tools, construction equipment and machinery at the site and use the same to the full extent they could be used (without liability to Contractor for trespass or conversion); incorporate in the Work all materials and equipment stored at the site or for which Owner has paid Contractor but which are stored elsewhere, and finish the Work as Owner may deem expedient. In such case, Contractor shall not be entitled to receive any further payment beyond an amount equal to the value of material and equipment not incorporated in the Work, but delivered and suitably stored, less the aggregate of payments previously made. If the direct and indirect costs of completing the Work exceed the unpaid balance of the Contract price, Contractor shall pay the difference to Owner. Such costs incurred by Owner shall be verified by Owner and incorporated in a change order; but in finishing the Work, Owner shall not be required to obtain the lowest figure for the Work performed. Contractor's obligations to pay the difference between such costs and such unpaid balance shall survive termination of the Agreement.

10.3 If, through no act or fault of Contractor, the Work is suspended for a period of more than ninety (90) days by Owner or under an order of court or other public authority, or Engineer fails to act on any application or fails to pay Contractor any sum finally determined to be due; then Contractor may, upon seven (7) days written notice to Owner terminate the Agreement and recover from Owner payment for all Work executed, any expense sustained plus reasonable termination expenses. In lieu of terminating the Agreement, if Engineer has failed to act on any application of payment or Owner has failed to make any payment as aforesaid, Contractor may upon seven (7) days written notice to Owner stop the Work until payment of all amounts then due.

ARTICLE 11. CONTRACT CLAIMS

- 11.1 The rendering of a decision by Engineer with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment) will be a condition precedent to any exercise by Owner or Contractor of such right or remedies as either may otherwise have under the Contract documents or by laws or regulations in respect of any such claim, dispute or other matter. No action, either at law or at equity, shall be brought in connection with any such claim, dispute or other matter later than thirty (30) days after the date on which Owner/Engineer has rendered such written decision in respect thereof. Failure to bring an action within said thirty (30) day period shall result in Engineer's decision being final and binding on the Contractor. In no event may any such action be brought after the time at which instituting such proceedings would be otherwise barred by the applicable statute of limitations.
- 11.2 Before bringing any action in court pertaining to any claim, dispute or other matter in question(s) arising out of or relating to the Contract documents or the breach thereof, or Engineer's final decision, except for claims which have been waived by the making and acceptance of final payment, the Contractor shall first submit written notice(s) of Contract claims to the Purchasing Official for a decision; within the earlier of sixty (60) days after the last date on which the Contractor provided any goods or services required by the Contract or after the date on which the Contractor knew or should have known such a claim existed. The Manatee County Code of Laws, Section 2-26-63, Contract Claims, details the requirements and process for such a claim.

ARTICLE 12. RESIDENT PROJECT REPRESENTATIVE - DUTIES, RESPONSIBILITIES

- 12.1 Resident Project Representative is Engineer/Owner's Agent, who will act as directed by and under the supervision of the Engineer, and who will confer with Owner/Engineer regarding his actions. Resident Project Representative's dealing in matters pertaining to the on-site Work shall, in general, be only with the Owner/Engineer and Contractor and dealings with Subcontractors shall only be through or with the full knowledge of Contractor.
- 12.2 Resident Project Representative will:
- 12.2.1 Review the progress schedule, schedule of shop drawing submissions and schedule of values prepared by Contractor and consult with Owner/Engineer concerning their acceptability.
 - 12.2.2 Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with Owner/Engineer and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.

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

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

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

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

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

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

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

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

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

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

12.3.7 Shall not participate in specialized field or laboratory tests.

ARTICLE 13. APPRENTICES

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

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

END OF SECTION

MAILING LABEL

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

MAILING LABEL TO AFFIX TO OUTSIDE OF SEALED BID PACKAGE:

SEALED BID - DO NOT OPEN

CONTRACTOR: _____

SEALED BID NO: IFB #13-0773CD

BID TITLE: US 301 @ Fort Hamer Road Intersection

Improvements

DUE DATE/TIME: _____ @ _____

Chapter 2

Units of Measure

2.1 Abbreviations

Listed below are selected abbreviations used in the Basis of Estimates. For a more complete list of abbreviations, refer to Design Standards, Index No. 001.

| | |
|----|------------------------------|
| AC | Acre |
| AS | Assembly* |
| BU | Bushel |
| CF | Cubic Foot |
| CO | Cleanout* |
| CY | Cubic Yard |
| DA | Day |
| DD | Dollars per Day |
| EA | Each |
| ED | Each Day |
| GA | Gallon |
| GK | Gross Kilometer |
| GM | Gross Mile |
| HA | Hectare |
| HR | Hour |
| KG | Kilogram |
| KL | Kiloliter |
| KM | Kilometer |
| LB | Pound |
| LF | Foot |
| LI | Liter |
| LO | Location |
| LS | Lump Sum |
| LU | Luminaire |
| M1 | Meter |
| M2 | Square Meter |
| M2 | Square Meter |
| M3 | Cubic Meter |
| MB | Board Measure/ Thousand Feet |
| MG | Thousand Gallons |
| MH | Man-hour** |
| MI | Mile |
| MO | Month |
| MT | Metric Ton |
| NK | Net Kilometer |
| NM | Net Mile |
| PA | Per Analysis* |

| | |
|----|-------------------|
| PB | Per Building* |
| PI | Per Intersection* |
| PL | Plant* |
| PM | Per Mile* |
| PS | Per Set* |
| PW | Per Well* |
| SF | Square Foot |
| SY | Square Yard |
| TH | Therms |
| TN | Ton |
| YD | Yard |

*Units which may be replaced with unit of Each (EA), upon pay item review

** Units may be replaced with Hour (HR), upon review.

2.2 ACCURACY

Unless otherwise indicated for a specific pay item, accuracy is recorded as follows:

| Unit of Measure | Accuracy* |
|-----------------|---|
| AC | 1/10 of an acre |
| CF | 1/10 of a cubic foot |
| CY | 1/10 of a cubic yard |
| GM | 1/1000 of a mile |
| MB | 1/10 of a thousand foot board measure |
| NM | 1/1000 of a mile |
| TN | 1/10 of a Ton |
| | |
| Unit items | Unit quantity: each, assembly, location, set, intersection |
| Others | To the nearest whole number: pound, foot, square yard, gallon, day, |

*Note: Calculations are performed with one additional significant figure, and then rounded to the above accuracy for measurement/payment.

2.3 CONVERSION FACTORS

Linear Measure

25.4 mm/in
0.03937 in/mm
0.3048 m/ft
3.2808 ft/m
0.9144 m/yd
1.0936 yd/m
1.609 km/mi
0.621 mi/km

Area Measure

9 ft²/yd²

0.836 m²/yd²
1.2 yd²/m²
0.40 ha/ac
4047 m²/ac
2.477 ac/ha
43,560ft²/ac
4840 yd²/ac
640 ac/mi²
0.386 mi²/km²
2.590 km²/mi²

Volume, Liquid Measure

1728 in³/ft³
0.028 m³/ft³
0.765 m³/yd³
27 ft³/yd³
0.2642 gal/l
3.785 l/gal

Force, Weight Measure

2.205 lb/kg
1.10 TN/MT
0.907 MT/TN (short ton)
2000 lb/ton (short ton)
1000 kg/MT

Additional items to be added upon request.

Chapter 2 Revision History

11-23-11: Updated header dates for 2012 edition.
12-1-10: Updated header dates for 2011 edition.
10-30-09: Updated header dates for 2010 edition.
1-28-09: Added 2.2 Accuracy. Renumbered 2.3 Conversion Factors.
10-1-2008: Updated header dates for 2009 edition.

**Contract Documents
US 301 / Ft. Hamer Road
Intersection Improvement
From Britt Road to US 301**



PREPARED FOR:

MANATEE COUNTY

PREPARED BY:



**380 Park Place Boulevard, Suite 300
Clearwater, Florida 33759**

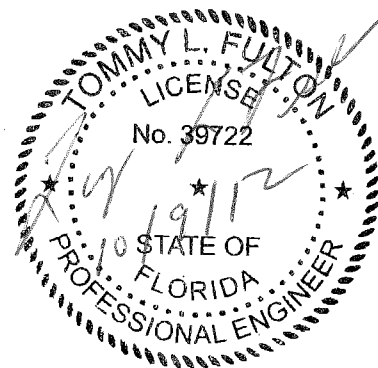
October 2012

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COPIES OF PERMITS

COPIES OF GEOTECHNICAL REPORTS



SPECIAL PROVISIONS

GENERAL

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

STANDARD SPECIFICATIONS

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

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

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

PRIORITY

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

NO SEPARATE PAYMENT FOR SPECIAL PROVISIONS

No separate payment will be made for the Contractor to execute Special Provisions. All expenses borne by the Contractor shall be included in the individual unit prices for the particular pay item, applicable pay item or as part of the lump sum quantity for Mobilization.

CONSTRUCTION STAKING

All construction staking and survey work shall be completed prior to Clearing and Grubbing activities and shall be performed by a Registered Land Surveyor, unless otherwise approved. The right-of-way shall be staked within 20 days of the Notice to Proceed and shall include any easements (TCE or permanent) and maintained through the duration of construction. Right-of-way stakes shall be placed at all right-of-way corners and a maximum of 200 feet between corners, and shall be visible for contractor personnel, utility companies, and County representatives. Payment shall be included in the pay item for Mobilization.

MATERIALS

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

LABORATORY TESTING

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

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

Testing shall be in accordance with the applicable portions of Section 6 of the *Standard Specifications* and these specifications.

MATERIAL TESTING TABLE

| ITEM | TEST | TEST IDENTIFICATION | TEST REQUIREMENTS VERTICAL | TEST FREQUENCY HORIZONTAL |
|---------------------------|--|---|----------------------------|--|
| UTILITY TRENCH BACKFILL | MAXIMUM DENSITY OPTIMUM MOISTURE | AASHTO T-180 | N/A | PER SOIL CLASSIFICATION/ PER LABORATORY |
| | FIELD DENSITY | AASHTO T-191 AND AASHTO T-204 | PER PLANS | ONE PER 200 LF |
| SUBGRADE UNCLEAR NEW CURB | MAXIMUM DENSITY OPTIMUM MOISTURE | AASHTO T-180 | N/A | PER SOIL CLASSIFICATION/ PER LABORATORY |
| | FIELD DENSITY | AASHTO T-191 AND AASHTO T-204 | PER PLANS | ONE PER 200 LF |
| LIMEROCK/ SHELL BASE | MAXIMUM DENSITY OPTIMUM MOISTURE | AASHTO T-180 | N/A | PER SOIL CLASSIFICATION/ PER LABORATORY |
| | FIELD DENSITY | AASHTO T-191 AND AASHTO T-204 | PER PLANS | ONE PER 200 LF |
| SOIL CEMENT BASE | SOIL CEMENT PLACEMENT/ MONITORING DENSITIES THICKNESS DETERMINATIONS | AASHTO T-134 AND AASHTO T-135 | PER PLANS | ONE PER 200 LF |
| CONCRETE | COMPRESSIVE STRENGTH (THREE CYLINDERS/TEST) | AASHTO T-23 AND AASHTO T-22 | PER SPECS | PER SPECS/MIN. OF ONE SET/DAY FOR POURS BETWEEN 10 & 50 CY |
| | SLUMP, AIR CONTENT | AASHTO T-119 AND AASHTO T-152 | PER SPECS | ADDITIONAL SET FOR EACH 50 CY DAILY OR 1 PER 50 CY MAX |
| ASPHALT | MATERIAL QUALITY | FLORIDA D.O.T. | PER SPECS | PER SPECS |
| | GRADATION, STABILITY BITUMEN CONTENT | | | DAILY OR 1 PER 50 CY MAX |
| RECYCLED CONCRETE BASE | GRADATION DENSITIES THICKNESS DETERMINATIONS | AASHTO T-180 | PER SPECS | PER SOIL CLASSIFICATION/ PER LABORATORY ONE PER 200 LF |

MEASUREMENT AND PAYMENT

- a. All work completed under the terms of this contract shall be measured according to United States Standard Measures.
- b. All measurements shall be taken horizontally or vertically unless specifically provided otherwise.
- c. No payment will be made for construction over a greater area than authorized, nor for material moved from outside of stakes and data shown on the plans, except when such work is performed upon instructions of the County Representative.
- d. The Contractor shall accept compensation provided under the terms of this contract as full payment for furnishing all materials and for performing all work contemplated and embraced under this contract. Such compensation shall also be for any and all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen difficulties or obstructions encountered during the contract period until final acceptance by the County Representative.
- e. Whenever any change, or combination of changes, on the plans results in an increase or decrease in the original contract quantities, and the work added or decreased/eliminated is of the same general character as that called for on the plans, the Contractor shall accept payment in full at the original contract unit prices for the actual quantity of work performed, with no allowance for any loss of anticipated profits.
- f. It is the Contractor's responsibility to perform a detailed quantity take-off from the plans to determine actual quantities for ordering and delivery purposes. Payment shall be made only for final in-place quantities.
- g. No payment shall be made for contingency quantities or additional work unless otherwise directed and approved in writing by the County Representative.
- h. Bid Form - the blank spaces in the bid form shall be filled in correctly where indicated for each and every item for which a description is given, as the bidder must state the unit prices for which he proposes to do each part of the work contemplated, and the total price for all the parts included in any or all of the combinations of the work. In case of a discrepancy, the written words for "unit price", where stated, shall be considered as being the unit price. If the bid form does not use the written words for the unit price, then the numerically correct "total price", shall be considered as being the total price.
- i. As a prerequisite for payment, Contractor is to submit a "Surety Acknowledgment of Payment Request" letter showing amount of progress payment which the Contractor is requesting.

RESTORATION

If a specific restoration Pay Item is not listed in the Bid Form, the cost of such work shall be included in the applicable FDOT Pay Item.

COOPERATION WITH OTHERS

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

The Contractor shall complete the clearing and grubbing operations in advance of the utility County Representatives starting relocations to accommodate the utility relocation schedule.

GUARANTEE

All work shall be guaranteed for 12 months after final completion and acceptance of the work unless otherwise specified. The guarantees are to be construed as being supplemental in nature and in addition to any and all other remedies available to the County Representative under the laws of the State of Florida.

SITE INVESTIGATION

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

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

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

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

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

CONTRACTOR/SUBCONTRACTOR WORK EXPERIENCE AND QUALIFICATIONS

All Bidders are hereby advised that the County will only accept bids from qualified Contractors who have a minimum of three years of experience and successfully completed projects of a similar type as the project being bid, and shall provide a **minimum of three references** relating specifically to the type of work that shall be performed for this project.

CONTRACTOR'S SUPERVISION

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

LIST OF EMERGENCY CONTACT NUMBERS & UTILITY SERVICE MAINTENANCE

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

MAINTENANCE AND RESTORATION OF JOB SITE

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

Good housekeeping on this project is extremely important and the Contractor will be responsible for keeping the construction site neat and clean, with debris being removed daily as the work progresses or as otherwise directed by the Project Manager. Good housekeeping at the job site

shall include: Removing all tools and temporary structures, dirt, rubbish, etc.; hauling all excess dirt, rock, etc., from excavations to a dump provided by the Contractor; and all clean up shall be accomplished to the satisfaction of the Project Manager. Dust will be controlled daily as may be required. Immediately after construction completion in an area or part thereof (including restoration), barricades, construction equipment and surplus and discarded materials shall be removed by the Contractor.

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

NOTICE AND SERVICE THEREOF

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

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

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

REQUIREMENTS FOR CONTROL OF THE WORK

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

All items of work in this contract shall be coordinated so that progress of each related item will be continuous from week to week. The progress of the work will be reviewed by the Project Manager at the end of each week, and if the progress of any item of work during that week is found to be

unsatisfactory, the Contractor shall be required to adjust the rate of progress on that item or other items as directed by the Project Manager without additional compensation. The Contractor will continuously control the work until completed.

USE OF PRIVATE PROPERTY

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

PRE-CONSTRUCTION AND CONSTRUCTION PROGRESS PHOTOGRAPHY

General

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

Project Photographs

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

Provide one color print (8-1/2" x 11" size) of each picture to the County Representative.

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

The Contractor shall pay all costs associated with the required pictures and video.

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

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

Videotape Recording

Videotaping may be used in lieu of construction photographs.

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

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

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

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

Two electronic copies of the video on DVD shall be delivered to the County for the permanent and exclusive use of the County prior to the start of any construction on the project.

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

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

PROJECT SIGN

The Contractor shall be responsible for furnishing, installing and maintaining three (3) County project identification signs and removal of same upon completion of the construction. Project identification sign shall be constructed and maintained at the project site as directed by the County Representative. The Contractor shall erect, maintain and relocate the sign as directed for the duration of the Project.

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

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

- Title of Project
- Name of Owner
- Names and Titles of authorities, as directed by the County Representative
- Prime Contractor
- Major Subcontractors
- Construction Cost

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

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

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

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

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



ENTER PROJECT NAME

Board of County Commissioners

LARRY BUSTLE

CHAIRMAN

JOHN R. CHAPPIE

VANESSA BAUGH

ROBIN DISABATINO

BETSY BENAC

MICHAEL GALLEN

CAROL WHITMORE

CONSTRUCTION COST

\$Enter Amount

PRIME CONTRACTOR

Enter Contractor Name

SPECIAL TERMS AND CONDITIONS

Soil Erosion and Siltation

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

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

- **Baled hay and straw barriers** designed, furnished and installed by the Contractor in accordance with the plans, FDOT Section 104-6-4, and FDOT Design Standard Index No. 102.
- **Floating turbidity barriers and staked turbidity barriers** furnished and installed by the Contractor as shown on the plans and/or required by conditions of the permits and as outlined in FDOT Section 104-6.4.11.

Shop Drawings

The Contractor shall submit to the Engineer for approval, all working drawings and shop drawings with descriptive specifications and engineering calculations necessary for the successful completion of the Work.

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

- Traffic Control Plan
- Erosion Control Plan
- All lighting components described on the Lighting Plans Tabulation of Quantities
- Signs and object markers
- Stormwater outfall control structure and appurtenances
- Any Shop Drawings listed in the Plans

Payment for preparation and submittal of shop drawings shall be incidental to the pay item for the element of work.

Temporary Pavement

Temporary pavement shall consist of a minimum of Optional Base Group 04 and one (1) inch of structural course asphalt over a firm, unyielding, well-compacted subgrade. The Contractor shall immediately repair all potholes that develop within the project limits and shall maintain a supply of cold mix on the project site to expedite these repairs.

Payment for the temporary pavement and maintenance of this pavement shall be included under the optional base and Type SP structural course pay item.

DEWATERING, SHEETING AND BRACING

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

Approval of Dewatering Plan:

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

EARTHWORK

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

MAINTENANCE OF TRAFFIC

The Contractor shall prepare and submit a signed and sealed Maintenance of Traffic plan and submit it to the County Representative for review prior to implementation. It shall comply with the FDOT Connection Permit for US 301, construction phasing along US 301 as shown in the roadway plans, all FDOT safety criteria, FDOT Design Standards 600 Series Indexes, FHWA and MUTCD standards, and allow for traffic to operate in daytime or nighttime. No road closures will be allowed without approval from the County Representative. The Maintenance of Traffic Plan will require the seal of a Florida licensed professional County Representative with a current FDOT Advance Work Zone certification.

Payment for all items related to maintenance of traffic shall be included under the pay item for Maintenance of Traffic, LS. This shall include, but not be limited to, preparation of the signed and sealed maintenance of traffic plan for all segments of roadway construction, all maintenance of traffic signs including business signs and advance warning signs for side streets, all barricades and drums, temporary concrete barrier wall, all warning lights, temporary pavement if required, removal of existing pavement markings, temporary pavement markings, temporary RPM's, portable changeable message signs, advance warning arrow panels, shoulder treatment for drop off conditions, off duty police officer, temporary asphalt aprons around utility and storm manholes and valve boxes located within the pavement area, and any other items required to comply with safety and design standards.

MAINTENANCE OF STORM DRAINAGE SYSTEM

The Contractor shall be responsible at all times to maintain the operation of existing stormwater facilities, or, when existing stormwater facilities are removed, to provide equivalent capacity. Temporary drainage systems should be of adequate size to prevent upstream flooding in excess of existing conditions. This responsibility shall include the installation of temporary

connections, bypass pumping, or other temporary means necessary until the new drainage system is fully operational. Payment for these items shall be included under the applicable pay item.

FINAL STORM SYSTEM CLEANUP

The Contractor shall televise culverts, clean and remove/dispose all siltation and debris from all proposed storm culverts, structures, swales and ponds. Payment for these items shall be included under the pay item for Mobilization or applicable pay item.

POST-CONSTRUCTION STORM PIPE TESTING

The Contractor shall inspect and televise all newly constructed storm pipes on the project. The purpose is to assure the pipes are properly constructed and do not leak at the joints. Payment for this item shall be included under the pay item for Mobilization.

SIDEWALKS TO REMAIN OPEN

Existing sidewalks and proposed sidewalks completed during construction shall remain open at all times unless approved otherwise by the County Representative. Payment for these items shall be included under the pay item for Maintenance of Traffic.

EXISTING SIDEWALK

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

PEDESTRIAN ACCESS

The Contractor shall provide access and make provisions to maintain school zones during construction. The Contractor is to facilitate pedestrian traffic whether for school or public transportation. Any pedestrian detours needed shall comply with FDOT Design Standards Index 660.

DUST CONTROL

The Contractor shall control dust resulting from construction operations at all times. The locations and frequencies of applications shall be as directed by the County Representative. Dust control is required to be in accordance with the FDOT *Standard Specifications* Section 102-5. Payment for Dust Control shall be made under Mobilization unless separate pay item for Dust Control is specified.

UNDERGROUND UTILITY LOCATIONS

The Contractor shall field verify by means of subsurface locating or other approved method all existing utilities to remain and conditions as may be required for the work area. This shall include all areas of potential conflicts with proposed storm, sanitary, force main and water main. The Contractor shall locate all existing utilities to remain at potential conflict locations prior to construction activities and before ordering any proposed structures. The Contractor shall contact and coordinate with "Sunshine" as well the individual utilities prior to and during construction for utility locations, relocation and assistance while installing in potential conflict areas. All

utility coordination and relocations shall be factored into the Contractor's construction schedule at no additional cost to the County.

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

UTILITY CONFLICTS

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

UTILITY COORDINATION

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

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

During the design phase of this project the Engineer performed research to obtain the best information available for the existing utilities located within the project limits. The information found from this research has been illustrated on the project plans or provided back to the County in electronic format on CD. The following information is offered to assist the Contractor in understanding the extent of the utility investigations and coordination.

1. Atlas maps for County owned water and sewer utilities were obtained from the County. The existing water and sewer information from the atlas maps were transferred to the plans.
2. A topographic survey was performed for the project and used to prepare the mapping for the project plans. This topographic survey obtained location information for above ground utilities including fire hydrants, valve box tops, manhole tops, and manhole inverts.
3. Subsurface utility engineering survey was performed at specific locations where the Engineer determined there may be potential utility conflicts. The mast arm pole foundation locations shown on the plans were surveyed to verify these specific locations were clear of any existing underground utilities. Potential utility conflicts between proposed water utility improvements and storm sewer or other existing utilities were evaluated by obtaining field verified horizontal and vertical locations of the existing

utilities. The field verified locations of existing utilities are at specific points where the conflicts were shown to occur on the drawings.

4. Utility coordination was provided during the design process with all known utility owners. This included submitting plans to the utility owners at the 30%, 75% and 100% design development phases. Marked plans were received from utility owners showing the disposition of their existing or proposed utilities. This information has been transferred to the Utility Adjustment Plans.
5. One utility coordination meeting was held with the utility owners at the 75% design development phase. Minutes of the utility coordination meeting has been provided to Manatee County on the information CD. The information CD is available for Contractor's review.

DAILY CLEAN-UP REQUIREMENTS

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

LIST OF EMERGENCY CONTACT NUMBERS & UTILITY SERVICE MAINTENANCE

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

PROGRESS SCHEDULE

A progress schedule acceptable to the County Representative shall be submitted prior to the pre-construction conference and shall be updated on a monthly basis with the pay estimate submittal.

RECORD DRAWINGS AND PROJECT CERTIFICATION

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

The Contractor shall keep a complete set of surveyed 'As-built' records. These records shall show all items of Work and existing features of utilities revealed by excavation work. The records shall be kept in a professional manner, in a form that shall be approved by the County prior to the Work. These results shall be available at all times during construction for reference by the County Representative and shall be delivered to the County Representative upon completion of the Work. All completed "As-Built" must be certified by a Florida Licensed

Surveyor or County Representative per chapter 61 G 17-6, Florida Administrative Code, pursuant to Sec. 47207, Florida Statutes.

The following information is required on the “Record Drawings”:

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

- A. Roadway centerline profile [100-foot maximum interval]
- B. Roadway cross sections [100-foot maximum interval]
- C. Gutter elevations at 10-foot intervals around curb returns at intersections.
- D. Spot elevations around curb cut ramps to verify compliance that ramp profiles and cross slopes meet ADA standards.
- E. Sidewalk cross sections [100-foot maximum interval] to verify compliance that sidewalk cross slopes meet ADA standards.
- F. Swale or ditch cross sections [100-foot maximum interval] and at all grade breaks (vertical and horizontal)
- G. Drainage structures including all plan dimensions, structure top and bottom elevations, weir elevations, skimmer dimensions/elevations and culvert invert elevations
- H. Side bank, underdrain filters or exfiltration trenches. Provide dimensions and elevations of all including clean-outs, pipes and connections to other structures.
- I. Flow line on all pipes
- J. Stormwater ponds and treatment swales with cross sections [25-foot maximum interval] (sufficient to calculate volumes). Also limits of planted littoral shelves.
- K. Wetland mitigation or restoration areas. Provide cross-sections [50-foot maximum interval], number and location/elevation of all plantings.
- L. Field changes of dimensions and details.
- M. Details not on original contract drawings.
- N. Bench marks and elevation datum shall be indicated.
- O. Additional elevations or dimensions as required by the County Representative

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

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

The Contractor shall incorporate any comments from the County Representative and shall submit two write-only CD-ROMs (showing changes in AutoCAD format), one set of 24-inch by 36-inch mylar record drawings, and four sets of 24 by 36-inch certified prints with the Surveyor's certification.

In addition, \$25,000 or five percent (whichever is smaller) of the Contract price shall be retained until the County Representative has approved the "Record Drawings". The County Representative will review and approve the "Record Drawings" within 30 days unless additional information is required. No final payment shall be made until such time as the "Record Drawings" have been approved and accepted. Unless there is a separate pay item for Record Drawings, payment shall be included as part of the lump sum quantity for Mobilization.

CURE TIME BEFORE THERMOPLASTIC APPLICATION

The Contractor shall allow minimum 30 days cure time before applying the thermoplastic pavement striping and markings. Necessary re-mobilization for this purpose shall be included under the Pay Item for mobilization.

MAILBOX TEMPORARY REMOVAL

The Contractor shall remove, store and replace all existing mailboxes within the project right-of-way. This work shall include:

- a. Coordinating with each County Representative or resident regarding removal of the existing mailboxes from the right-of-way.
- b. Working with the Local Postmaster to develop a method of temporary mail service for the period between removal and completion of construction activities.
- c. Storing the mailboxes.
- d. Replacing the mailboxes in the right-of-way.

Payment for mailbox temporary removal, storage and replacement shall be included under the pay item for Mobilization.

TREE REMOVAL PERMIT

The Contractor shall obtain all necessary tree permits prior to any tree removal.

OTHER PERMITS

The Contractor shall comply and adhere to conditions stipulated in other project related permits. It is the Contractor's responsibility to request or obtain a listing of available required permits for this project.

CONTRACTOR TO EXECUTE NPDES "NOTICE OF INTENT"

Prior to proceeding with construction, the Contractor shall prepare and submit a "Notice of Intent to Use Generic Permit for Stormwater Discharge from Construction Activities that Disturb One or More Acres of Land" to the Florida Department of Environmental Protection (FDEP). The Contractor shall monitor the site at all times and take appropriate action to prevent erosion

including the use of BMPs. No pumping of ground or surface water shall be performed without approval from the Water Management District. Following completion of construction, Contractor shall prepare and submit a "Notice of Termination of Generic Permit Coverage" to FDEP. Payment for this item shall be included under the pay item for Mobilization.

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

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

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

The County Representative will furnish the Contractor the Permit Document, which shall be posted in a conspicuous location at the work site during the entire period of the work. The permit document shall be readily available at the project site to any duly authorized representative of DEP, SWFWMD or other duly empowered law enforcement agency who may wish to enter the work area for ascertaining compliance with the terms of this permit.

Upon completion of the construction, the Contractor shall return the Permit Document to the County Representative.

The Contractor shall not remove and/or emplace more material or exceed the limits of construction authorized by the Permit. Any unauthorized deviation from the approved drawings, Specifications and conditions of the permit shall constitute grounds for permit revocation and enforcement action by DEP and/or SWFWMD. Any conflicts between the Permit and construction plans or Specifications shall be pointed out to the County Representative in writing.

The Contractor shall exercise extreme care during construction activities to avoid damaging or adversely affecting the personal or property rights of others.

The Contractor shall assume and accept all responsibility and liability for and agrees to save DEP, SWFWMD and all their employees harmless from all claims of damage arising out of operations conducted pursuant to the permit.

The Contractor shall not violate the Water Quality Standards as specified in Chapter 62-302, 62-4 and 62-25 Florida Administrative Codes, including but not limited to:

62-302.500 Minimum Conditions of All Waters, Times and Places

The Contractor shall not allow the turbidity to exceed 29 Nephelometric Turbidity Units (NTU's) as related to standard candle turbidimeter above background or exceed turbidity limits as dictated

by the Department of Environmental Protection (DEP). If turbidity testing is a requirement of the permit, the Contractor is required to have a functional turbidity meter on the job site at all times along with personnel to operate this meter. Turbidity samples will be taken as directed by the County Representative or his representative.

When a turbidity violation is noted, the Contractor shall be required to implement sampling after corrective actions have been taken. The samples shall be taken in the same manner as routine monitoring is done. If samples indicate that the water quality standard for turbidity is still being violated, sampling shall continue at two-hour intervals until the samples indicate no violation is present. In no case shall operations resume until a set of samples has been taken which indicates that the water quality standard for turbidity is no longer being violated.

All turbidity monitoring data shall be submitted as soon as possible after collection. The County Representative will allow a maximum of a one-week period for submittal of data which indicates no violations of the standard.

Monitoring data shall normally be submitted within one week of analysis with documents containing the following information as a minimum: (1) permit number; (2) dates of sampling and analysis; (3) a statement describing the methods used in collection, handling, storage and analysis of the samples; (4) a map indicating the sampling locations and (5) a statement by the individual responsible for implementation of the sampling program concerning the authenticity, precision, limits of detection and accuracy of the data.

Monitoring reports shall include, but not be limited to, the following information for each sample that is taken:

- (1) time of day samples taken;
- (2) depth of water body;
- (3) depths of samples;
- (4) antecedent weather conditions;
- (5) tidal stage and direction of flow; and
- (6) wind direction and velocity.

If monitoring reveals apparent violations of the state water quality standard for turbidity, dredging activities shall cease immediately and not resume until corrective measures have been taken, turbidity has returned to acceptable levels, and a compliance inspection by DEP Department personnel has been conducted.

The Contractor shall not disturb any wetland species until after all desirable species have been relocated by others as directed by the County Representative.

The Contractor shall be required to use silt barriers upstream and downstream of the project. Construction of silt barriers shall be in accordance with plans and Specifications.

The Contractor shall use a qualified testing lab to perform the required monitoring as stipulated in the permit conditions. The Contractor shall be required to cooperate with the testing lab

performing the monitoring and shall provide adequate space for storage of any testing equipment, which may be needed at the job site.

If the above-mentioned monitoring reveals apparent violations of the State Water Quality Standards for turbidity, construction activities shall cease immediately as directed by the County Representative.

The Contractor shall perform all work in strict accordance with the permit, plans and Specifications. Any violation of or failure by the Contractor to comply with this permit will subject the Contractor to liability for damages caused to the waters or property, including animal, plant and aquatic life of the State, restoration of the waters and property to their former condition, and civil penalties in the amount of ten thousand dollars (\$10,000) for each day for which the violation occurs.

Copies of the DEP License or Exemption and/or a Dredge and Fill permit issued to the County Representative are available to the Contractor upon request by contacting the County Representative.

TECHNICAL SPECIAL PROVISIONS

TSP 1 PETROLEUM IMPACTED SOIL AND GROUNDWATER

A. General

The Contactor is hereby notified that an area of petroleum impacted soil and groundwater is known to exist within the proposed intersection improvements from Britt Road to US 301. Historical Limited Phase II Environmental Assessment and FDEP contamination assessment and monitoring activities revealed soil and groundwater impacts within the Herrera properties (Parcel ID Nos. 48341007 and 486200009, 12107 60th St. E. Parrish, FL, FDEP Facility ID #41/9201948) which will require consideration during the proposed roadway improvement project.

B. Excavation, Storage, and Disposal of Excessively Contaminated Soil

The Contactor shall perform excavation, storage, treatment and disposal of petroleum impacted soil (as determined by the County's Environmental Consultant at the site) in accordance with the applicable regulatory criteria, policies or codes.

C. Codes, Rules, Regulations, and Standards

In addition to all Federal, State, and local laws, provisions, and policies governing health and safety; including Title 29 of the Code of Federal Regulations, Part 1926, the Contractor's attention is called to the following list of codes and standards that may be applicable to the Project. It shall be the Contractor's responsibility to determine applicability and conformance of such codes and standards.

1. American Petroleum Institute (API)
 - a. Publication 2217 Published Guidelines for Confined Work Space in the Petroleum Industry
 - b. RP 2003 Protection against ignitions Arising Out of Static, Lighting and Stray Currents
 - c. Bulletin 1626 Underground Spill Cleanup Manual
2. National Fire Protection Association (NFPA)
 - 329 – Underground Leakage of Flammable and Combustible Materials
 - 325 – Fire Hazard Properties of Flammable Liquids, Gasses, and Volatile Solids
 - a. Section 101 Life Safety Code
 - b. Section 30 Flammable and Combustible Liquids Code
3. Florida State Fire Marshall (SFM) Chapter 4-A, Florida Administrative Code (FAC)

4. Occupational Safety and Health Act (OSHA) 29 CFR.
 - a. Part 1910.24 Fire Protection and Prevention
 - b. Part 1910.106 Flammable and Combustible Liquids
5. Rule Chapters 62-621, 62-713, 62-770, 62-775, and 62-777 (FAC)
6. Any other applicable sections of the above listed codes and standards

D. Special Precautions and Procedures

1. The Contractor is hereby notified that petroleum impacted soil and groundwater exists within the Project Limits and the Contractor shall not spread contamination into previously uncontaminated or less contaminated areas through untreated discharges, improper treatment, improper disposal, or improper storage.
2. Prior to mobilization, the Contractor shall submit to the Engineer for review and acceptance a Work Plan for excavation and incineration of the " petroleum-impacted soil , >10 ppm Organic Vapor Analyzer (OVA) reading. During site excavation and utility installation, the Contractor shall remove any petroleum-impacted soil in areas required to complete the installation that are above the groundwater level at the time of excavation. The petroleum-impacted soil shall be stored, removed, and disposed of via incineration in accordance with the approved Work Plan and with current FDEP and OSHA guidelines. Although additional petroleum-impacted soil may exist at this site, only the minimum quantity of soil required to install the utilities, conduits or roadways shall be excavated. The determination of petroleum-impacted soil via testing using and OVA/Flame Ionization Detector (FID) will be made solely by the County's on-site Environmental Consultant at the time of excavation. The Contractor's construction schedules shall consider standby time needed to perform environmental sampling of excavated soils.

To reduce the volume of impacted soil removed, trenching should be kept to the minimum necessary to allow for installation of the utilities. All petroleum-impacted soil shall be stockpiled on visqueen within the right-of-way limits as determined on site. The stockpiled soil shall be secured in a manner that prevents human exposure and prevents soil exposure to precipitation that may cause surface runoff, and any excavation shall be secured to prevent entry by the public.

3. 72 hours prior to the transportation of any stockpiled soils offsite, the Contractor shall give the contact information of the thermal treatment facility to the County's Environmental Consultant. The County's Environmental Consultant shall be responsible for all "pre-burn" analytical testing in accordance with the disposal facility's requirements. Within 2 days (48 hours) of soil acceptance by the FDEP-approved, permitted incineration facility, the Contractor shall transport the petroleum-impacted soil to the thermal treatment facility for treatment in accordance with Chapter 62-775, FAC and the Contractor shall give 72-hour notice of the treatment destination . No other soil, including "clean" or "non-impacted", shall be removed from this site.
4. If offsite backfill material is used, the Contractor shall obtain the soil from a source of native soil from an area that was previously undisturbed (other than the operation of the borrow pit facility) and in an area which has not previously been used for commercial or industrial activities. If a "known" (previously sampled) clean source is used, the Contractor shall supply records and verification of the backfill source from the backfill

supplier to the Engineer for review. If records are not available, the County's Environmental Consultant shall collect grab samples from the fill source (borrow pit) prior to loading for delivery. At a minimum, sampling results (from the supplier or County's Environmental Consultant) shall include:

- Volatile Organics (by EPA Method 8260)
- Semi-volatile Organics [Base/Neutrals [e.g., polycyclic aromatic hydrocarbons (PAHs), Pesticides, polychlorinated biphenyls (PCBs) and Acid Extractables (e.g., Phenols)] (by EPA Methods 8270/8081/8082)]
- Resource Conservation and Recovery Act (RCRA) Metals (by EPA Method 6010 and EPA Method 7471 OR EPA Method 6020, and EPA Method 7471 if not certified for mercury under EPA Method 6020)
- Total Recoverable Petroleum Hydrocarbons by Florida Petroleum Range Organics (FL-PRO) method

A history of previous agricultural use at the source may warrant testing for additional Chemicals of Concern by the County's Environmental Consultant. Other analytes may be added on a case-specific basis. Upon completion of the Engineer's review and approval of the sampling results, the soil may be loaded for delivery.

Treated soil from a FDEP-permitted soil treatment facility permitted to operate under Chapter 62-713, FAC, is also considered suitable for backfill if it has been treated to the standards of "cleaned soil" as described in Subsection 62-713.520(2), FAC. In this case no additional soil analysis will be required.

Backfilled soil must also be suitable construction fill material as described in other sections of the Specifications.

5. It is the responsibility of the Contractor to ensure that all personnel involved in the Project be familiar with the potential hazards associated with the Work and shall be knowledgeable in the appropriate health and safety measures needed to ensure a safe working environment. Specifically, the Contractor shall be responsible for:
 - a. Compliance with all applicable safety rules and regulations.
 - b. The handling and disposal of the types of petroleum wastes likely to be encountered.
 - c. All other applicable sections of the publications referenced previously in this section.
6. Before initiating Work, the Contractor shall contact the appropriate government agencies concerning applicable regulatory and permit requirements pertaining to environmental contamination. All applicable Federal, State, County, and local permits shall be obtained by the Contractor prior to beginning the Work.
7. During the Impacted Soil Removal Phase and subsequent utility/drainage installation, workers may be exposed to petroleum hydrocarbon liquids, vapors, or wastes. Appropriate health precautions established by API, NFPA, OSHA, EPA, and FDEP shall be observed by all individuals engaged in the procedures discussed in this Specification.
8. Flammability and combustibility Considerations
 - a. Flammable or combustible vapors are likely to be present in the Work area. In addition, the concentration of vapors in the excavation, or the Work area may reach the flammable (explosive) range before venting is completed and a safe atmosphere is reached. Therefore, precaution shall be taken to:

- (1) Eliminate all potential sources of ignition from the area (for example, smoking materials, non-explosion proof electrical and internal combustion equipment).
- (2) Prevent the discharge of static electricity during venting of the flammable vapors.
- (3) Prevent the accumulation of vapors at ground level.

Refer to API Publication 2015 and RP 2003 for general precautionary measures to follow during the vapor freeing procedure.

- b. The Contractor shall provide and use combustible gas indicators (CGI) to check for hazardous vapor concentrations throughout the duration of the Project. All open flame and spark-producing equipment within the vapor hazard area shall be shut down. Electrical equipment (for example, pumps and portable hand tools) used in the area shall be explosion proof in accordance with NFA 70 B Class I, Division I, Group D, or otherwise approved for use in potentially explosive atmosphere.

9. Health/Safety Requirements

- a. The Contractor shall develop and submit to the Engineer a Site-Specific Health and Safety Plan outlining the scope of attendant health and safety considerations necessary to ensure Project safety. Before Project mobilization, if the Site-Specific Health and Safety Plan requires alterations that are Engineer directed, Contractor directed, or safety directed, such changes shall be incorporated into the Site-Specific Health and Safety Plan.
- b. The Site-Specific Safety Plan shall include, but not be limited to, the following requirements:
 - (1) Identify key personnel involved in the Project.
 - (2) Identify potential hazards that might be encountered in the performance of Work, including underground and overhead interferences.
 - (3) Ensure that the Site-Specific Safety Plan complies with API, NFPA, OSHA, EPA, FDEP, and the Engineer's requirements.
 - (4) Identify personal protection level, worker clothing, and required safety equipment.
 - (5) Identify Work crew qualifications and equipment requirements to execute the Project.
 - (6) Determine locations of available emergency fire/medical services, and establish a channel of emergency communication.
 - (7) Establish site requirements for smoking/non-smoking, eating, and drinking areas.
 - (8) Define a confined space entry protocol.
 - (9) Designate a Site Safety Officer.

10. Site Safety Officer

The Contractor shall designate a full time qualified Site Safety Officer for the Project. The Site Safety Officer shall have the following qualifications, duties and responsibilities:

a. Qualifications

- (1) Shall be familiar with safety instructions provided by NFPA 329, including Appendix A and API 1628
- (2) Shall have working familiarity with each item of construction equipment and each component of personal protection being utilized.
- (3) Shall have completed a certified cardiopulmonary resuscitation (CPR) first aid training course.

b. Duties and Responsibilities

- (1) Shall participate in the preparation of the Site-Specific Safety Plan.
- (2) Shall coordinate with the Engineer on the implementation of the Site-Specific Safety Plan
- (3) Shall be responsible for providing the work crew(s) with the required personal protective equipment and safety briefings.
- (4) Shall be responsible for the proper storage, use, and care of safety equipment.
- (5) Shall be responsible for communications with off-site emergency services and documentation of any lost time accidents.
- (6) Shall be responsible for providing the Work site with required security or other health/safety measures, such as barricading, smoking/eating area boundaries and toilet facilities.

E. Treatment and Disposal of Contaminated Groundwater

Dewatering in areas of known or potential soil and groundwater contamination may be necessary. Discharged flows from dewatering operations shall be treated and disposed of in a manner consistent with US EPA, FDEP, and SWFWMD regulations. Dewatering activities must also conform to sections.

Prior to proceeding with construction, the Contractor shall prepare and submit a "Notice of Intent to Use Generic Permit for Discharge from Petroleum Contaminated Sites" and a "Notice of Intent to Use Generic Permit for the Discharge of Produced Groundwater from any Non-Contaminated Site Activity" to the Florida Department of Environmental Protection (FDEP) Southwest District. The Contractor shall monitor the site at all times and take appropriate action to prevent erosion including the use of Best Management Practices (BMPs). Additionally the Contractor or its subcontractor shall prepare and submit "Discharge Monitoring Forms" pursuant to the permit criteria. Following completion of construction, the Contractor shall prepare and submit a "Notice of Termination of Generic Permit Coverage" to FDEP.

The scope of Work is as follows:

1. Prior to initiation of excavation and dewatering the Contractor shall submit a Work Plan for dewatering and treating impacted groundwater for review by the Engineer. The Work Plan will contain at a minimum the following elements.

- a. Mobilization, consisting of the preparatory work and operations in mobilizing to begin work on the project.
- b. Method and capacity of onsite treatment system (i.e. air stripper, activated carbon canisters, filter presses or bags, etc.), name and/or location of offsite facility;
- c. Method of disposal (i.e. surface water discharge via NPDES outfall, discharge to sanitary sewer, or off-site at a permitted treatment facility) and the allowable parameters for discharge;
- d. Monitoring Plan in accordance with issued Generic Permits (i.e. sampling of influent and effluent treatment system); and
- e. Contingency Plan for free product recovery/treatment, if encountered.

Should dewatering operations during Project excavations encounter impacted groundwater, the Contractor shall handle any impacted groundwater in a safe and competent manner. All appropriate Federal, State, and local authorities shall be notified regarding the method of removal, treatment and disposal of contaminated water. Prior to any dewatering, the Engineer must approve the method of groundwater treatment and disposal to be used through the Work Plan described above. The owners of any sites at the location of where dewatering and treatment is to be performed shall be notified prior to beginning dewatering operations.

The results of contamination assessment report for the site in question is available from the Engineer.

2. In order to prevent, or at least minimize the migration of impacted groundwater into the right-of-way, the Contractor shall conduct all construction in a manner which reduces the total volume of groundwater that must be withdrawn. The dewatering system must include a treatment option modeled from existing assessment data available from the long term attenuation monitoring reports and documents available on the FDEP OCULUS database. Immediately after beginning construction dewatering, the Contractor shall containerize all produced groundwater for 4 hours. The Contractor shall minimize the downtime required by startup sampling of the effluent by ensuring all well points covered by the Generic Permit are operational during the startup sampling event (i.e. so that a representative effluent sample can be obtained, the dewatering cannot be phased within the impacted area). The Contractor shall then shut down the dewatering system (cycling all entrained water through the treatment system) and allow the County's Environmental Consultant to conduct startup effluent sampling of the dewatering system in accordance with the Generic Permit criteria and the following procedures:
 - a. The County's Environmental Consultant/Contrator will send the startup effluent sample to a laboratory for analysis of parameters required by the Generic Permit. Upon evaluation of the results by the County's Environmental Consultant and the Engineer's approval, the Contractor shall resume dewatering with an approved point of discharge (sanitary sewer or stormwater) and/or treatment required (upgraded if necessary), as determined by the effluent monitoring results and the Engineer.
 - b. The Contractor shall provide a means to sample the effluent (post-treatment if applicable) of the dewatering system in accordance with the frequency outlined in the Generic Permits.

- c. If dewatering activities at the site result in any parameters being detected in groundwater, the Contractor shall notify the Engineer immediately. Before any additional dewatering is allowed, the Contractor shall implement the approved method to further treat and dispose of such water in accordance with all federal, state, and local regulations and the approved Work Plan. The Contractor shall be responsible for obtaining any permits necessary to conduct groundwater remediation and to discharge treated water on site, including the Industrial Wastewater Discharge permit(s).
3. The Contractor shall provide appropriate monitoring of all operations to ensure that any contamination of soil or water, or any hazardous condition is discovered immediately and protection of health, safety, and the environment shall be accomplished as soon as possible.
4. The Contractor shall abide by all codes, rules, regulations, standards, and special precautions and procedures described herein.
5. All permit fees, pumping fees, and analytical testing fees shall be borne by the Contractor and shall be included in the price bid for treatment and disposal of contaminated groundwater.

E. Basis of Payment

The basis of payment and method of measurement for remediation of petroleum impacted soil and groundwater shall be as follows:

1. **Contaminated Soil Excavation**
Payment for excavation of contaminated soil will be the volume, in cubic yards, calculated by the method of average end areas. Prices and payment will be full compensation for all work including excavating, loading of excavated soil, and performing survey cross sections required to determine volumetric quantities of the excavated contaminated soil.
2. **Transport of Contaminated Soil**
Payment for transport of the contaminated soil to a disposal facility will be by weight, in tons. Copies of weight tickets for each transport truck are to be furnished to the County Representative.
3. **Disposal of Contaminated Soil**
Payment for disposal of contaminated soil at a disposal facility will be by weight, in tons. Copies of weight tickets for each transport truck are to be furnished to the County Representative.
4. **Dewatering System Installation**
Payment for installation of the dewatering system including incidental work will be based on the Contract lump sum price for the item Dewatering System Installation.
5. **Dewatering System Operation**
Payment for the dewatering system operation including incidental work will be based on the Contract lump sum price for the item Dewatering System Operation.
6. **Holding Tank**
Payment for the holding tank including incidental work will be based on the Contract lump sum price for the item holding tank.
7. **Mobilization**
Payment for the Mobilization for the remediation of impacted soil and groundwater will be based on the Contract lump sum price for Mobilization.

TSP-2 WELL ABANDONMENT

A. General

The Contractor will obtain all required permits from applicable federal, state, and local regulatory agencies, and properly abandon wells according to SWFWMD and FDEP requirements. The Contractor shall also provide copies of permits and well completion reports.

If the Contractor confirms intersection improvement activities will impact monitor wells used to evaluate long term natural attenuation (LTNAM) activities at FDEP Facility 419201948, the Contractor shall coordinate intersection improvements with the Florida Department of Environmental Protection, (Ms. Randi Peddie, Bureau of Petroleum Storage Systems, Petroleum Cleanup Section 3, 2600 Blair Stove Road, MS-4530, Tallahassee, Florida 32399-2400, phone 850-245-8901, email Randi.Peddie@dep.state.fl.us).

B. Basis of Payment

The basis of payment and method of measurement for well abandonment shall be based on the Contract lump sum price for the item Well Abandonment.

List of Permit Documents (Copies Attached)
IFB 13-0773CD

Note: Attached Permits shall be provided to the successful bidder

| Document Number | Permit Name | Notes |
|------------------------|--|---------------------------------------|
| 1 | Environmental Resource Permit – Permit Number 44012295.008 – SWFWMD (16 pages) | Issued 8/17/2011 Expires 8/17/2016 |
| 2 | Driveway Connection Permit – Permit Number 2011-A-194-0009 - FDOT (10 pages) | Issued 10/1/2012 Expires 10/2/2013 |
| 3 | Drainage Connection Permit – Permit Number 11-D-194-0007 - FDOT (12 pages) | Issued 10/1/2012 Expires 10/2/2013 |
| 4 | Notice of Intent | By Contractor |
| 5 | ACOE | Not Required |



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)
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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 17, 2011

Manatee County BOCC
c/o Thomas Gerstenberger, P.E., Public Works
1022 26th Street East
Bradenton, FL 34208

Florida Department of Transportation
801 North Broadway Avenue
c/o Brent Setchell, P.E., Environmental Permitting
Bartow, FL 33831-1249

Tampa Bay Engineering, Inc. / CLW, FL
File: 00193 008 03
G F P CD PR C
REC'D AUG 22 2011

JRB TLF File
Scan Permit NTK

Subject: Notice of Final Agency Action for Approval
ERP General Construction
Project Name: US 301 and Ft. Hamer Road Intersection Improvements
App ID/Permit No: 641384 / 44012295.008
County: MANATEE
Sec/Twp/Rge: S32/T33S/R19E

Dear Permittee(s):

This letter constitutes notice of Final Agency Action for **approval** of the permit referenced above. Final approval is contingent upon no objection to the District's action being received by the District within the time frames described below.

You or any person whose substantial interests are affected by the District's action regarding a permit may request an administrative hearing in accordance with Sections 120.569 and 120.57, Florida Statutes, (F.S.), and Chapter 28-106, Florida Administrative Code, (F.A.C.), of the Uniform Rules of Procedure. *A request for hearing must: (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's action, or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no disputed facts, and (3) otherwise comply with Chapter 28-106, F.A.C.* Copies of Sections 28-106.201 and 28-106.301, F.A.C. are enclosed for your reference. A request for hearing must be filed with (received by) the Agency Clerk of the District at the District's Brooksville address within 21 days of receipt of this notice. Receipt is deemed to be the fifth day after the date on which this notice is deposited in the United States mail. Failure to file a request for hearing within this time period shall constitute a waiver of any right you or such person may have to request a hearing under Sections 120.569 and 120.57, F.S. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding the District's action in this matter is not available prior to the filing of a request for hearing.

Enclosed is a "Noticing Packet" that provides information regarding the District Rule 40D-1.1010, F.A.C., which addresses the notification of persons whose substantial interests may be affected by the District's action in this matter. The packet contains guidelines on how to provide notice of the District's action, and a notice that you may use.

Approved construction plans are part of the permit, and construction must be in accordance with these plans. *These drawings are available for viewing or downloading at www.watermatters.org.*

If you have questions, please contact John Early, at the Sarasota Service Office, extension 6547. For assistance with environmental concerns, please contact Dave Jenkins, extension 6545.

Sincerely,

Ross T. Morton, P.W.S., Director

Sarasota Regulation Department

Enclosures: Approved Permit w/Conditions Attached
 Statement of Completion
 Notice of Authorization to Commence Construction
 Noticing Packet (42.00-039)
 Section 28-106.201 and 28-106.301, F.A.C
cc: Sia Mollanazar P.E.
 Terri Behling, Southwest Florida Water Management District
 James R Bernard, P.E., Cardno TBE

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE
GENERAL CONSTRUCTION
PERMIT NO. 44012295.008**

EXPIRATION DATE: August 17, 2016

PERMIT ISSUE DATE: August 17, 2011

This permit is issued under the provisions of Chapter 373, Florida Statutes, (F.S.), and the Rules contained in Chapters 40D-4 and 40D-40, 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: US 301 and Ft. Hamer Road Intersection Improvements

GRANTED TO: Manatee County BOCC
c/o Thomas Gerstenberger, P.E., Public Works
1022 26th Street East
Bradenton, FL 34208

OTHER PERMITTEES: Florida Department of Transportation
801 North Broadway Avenue
c/o Brent Setchell, P.E., Environmental Permitting
Bartow, FL 33831-1249

This permit authorizes the construction of a surface water management system designed to serve a 3.70 acre road project in Manatee County. The surface water management system has been designed to provide water quality treatment and peak attenuation storage for the development. The method of water quality treatment is wet detention. Information regarding the surface water management system, 100-year floodplain, wetlands and/or surface waters is stated below and on the permitted construction drawings for the project.

OP. & MAIN. ENTITY: Manatee County BOCC

OTHER OP. & MAIN. ENTITY: N/A

COUNTY: MANATEE

SEC/TWP/RGE: S32/T33S/R19E

**TOTAL ACRES OWNED
OR UNDER CONTROL:** 3.70

PROJECT SIZE: 3.70 Acres

LAND USE: Government

DATE APPLICATION FILED: November 03, 2010

AMENDED DATE: N/A

I. Water Quantity/Quality

| POND No. | Area Acres @ Top of Bank | Treatment Type |
|----------|--------------------------|------------------------|
| A | 0.44 | MAN-MADE WET DETENTION |
| | Total: 0.44 | |

The project consists of the construction of a new 1000 linear foot, two lane road commencing at Britt Road and Ft. Hamer Road and terminating at the US 301 and 121st Avenue, associated intersection improvements, and a master surface water management system. The surface water management is designed to accommodate two additional paved lanes for a total impervious area of 2.58 acres. The method of water quality treatment is wet detention.

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) |
|----------------------------------|--|-----------------------|-----------------------------|
| 1.24 | 1.46 | Equivalent Excavation | N/A |

Encroachment associated with fill in the 100-year floodplain of Gamble Creek is sufficiently offset by equivalent cut within the floodplain. The Engineer of Record has demonstrated that no adverse impacts to conveyance, storage, water quality, or adjacent lands will occur, in accordance with Chapter 4.4 of the Basis of Review.

*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* |
| Upland-cut ditch | 0.03 | 0.00 | 0.03 | 0.00 | 0.00 | 0.00 |
| Upland-cut pond | 0.18 | 0.10 | 0.08 | 0.00 | 0.00 | 0.00 |
| Total: | 0.21 | 0.10 | 0.11 | 0.00 | 0.00 | 0.00 |

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

Wetland/Other Surface Water Comments:

There is a total of 0.21 acres of surface waters containing 0.18 acre of an upland-cut pond and 0.03 acre of an upland-cut ditch located within the project area of this ERP. Permanent dredging and filling impacts to 0.11 acre of the project surface waters will occur for roadway construction. There are no wetlands located within the project area.

Mitigation Information

Mitigation Comments:

Wetland mitigation is not required for permanent impacts to the upland-cut roadside ditch and upland-cut pond pursuant to Subsection 3.2.2.2, of the Basis of Review. Under this Subsection, wetland mitigation is not required for impacts to drainage ditches and ponds 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 shall terminate, 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. Unless specified otherwise herein, two copies of all information and reports required by this permit shall be submitted to the Regulation Department at the District Service Office that services this permit. The permit number, title of report or information and event (for recurring report or information submittal) shall be identified on all information and reports submitted.
3. The Permittee shall retain the design engineer, or other professional engineer registered 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 professional engineer so employed. This information shall be submitted prior to construction.
4. Within 30 days after completion of construction of the permitted activity, the Permittee shall submit to the Regulation Department at the District Service Office that services this permit a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing the required Statement of Completion and Request for Transfer to Operation Entity form identified in Chapter 40D-1, F.A.C., and signed, dated, and sealed as-built drawings. The as-built drawings shall identify any deviations from the approved construction drawings.
5. The District reserves the right, upon prior notice to the Permittee, to conduct on-site research to assess the pollutant removal efficiency of the surface water management system. The Permittee may be required to cooperate in this regard by allowing on-site access by District representatives, by allowing the installation and operation of testing and monitoring equipment, and by allowing other assistance measures as needed on site.
6. The following boundaries, as shown on the approved construction drawings, shall be clearly delineated on the site prior to initial clearing or grading activities:
wetland and surface water areas
limits of approved wetland impacts
The delineation shall endure throughout the construction period and be readily discernible to construction and District personnel.
7. All upland-cut pond boundaries shown on the approved construction drawings shall be binding upon the Permittee and the District.
8. 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.
9. The Permittee, the Florida Department of Transportation, shall submit to the District a site-specific plan for erosion and sediment control best management practices, pursuant to Section 104, F.D.O.T. Standard Specifications for Road and Bridge Construction. The Permittee shall submit this plan and receive District approval prior to construction commencement.

10. The operation and maintenance entity shall submit inspection reports in the form required by the District, in accordance with the following schedule.

For systems utilizing retention or wet detention, the inspections shall be performed two (2) years after operation is authorized and every two (2) years thereafter.

11. The removal of littoral shelf vegetation (including cattails) from wet detention ponds is prohibited unless otherwise approved by the District. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Any questions regarding authorized activities within the wet detention ponds shall be addressed to the District's Surface Water Regulation Manager, at the District Service Office that services this permit.
12. This permit is issued based upon the design prepared by the Permittee's consultant. If at any time it is determined by the District that the Conditions for Issuance of Permits in Rules 40D-4.301 and 40D-4.302, F.A.C., have not been met, upon written notice by the District, the Permittee shall obtain a permit modification and perform and construction necessary thereunder to correct any deficiencies in the system design or construction to meet District rule criteria. The Permittee is advised that the correction of deficiencies may require re-construction of the surface water management system.
13. The Permitted Plan Set for this project includes the set received by the District on April 25, 2011.

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.

Ross T. Morton, P.W.S.

Authorized Signature

EXHIBIT A

GENERAL CONDITIONS:

1. All activities shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications, shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
3. For general permits authorizing incidental site activities, the following limiting general conditions shall also apply:
 - a. If the decision to issue the associated individual permit is not final within 90 days of issuance of the incidental site activities permit, the site must be restored by the permittee within 90 days after notification by the District. Restoration must be completed by re-contouring the disturbed site to previous grades and slopes re-establishing and maintaining suitable vegetation and erosion control to provide stabilized hydraulic conditions. The period for completing restoration may be extended if requested by the permittee and determined by the District to be warranted due to adverse weather conditions or other good cause. In addition, the permittee shall institute stabilization measures for erosion and sediment control as soon as practicable, but in no case more than 7 days after notification by the District.
 - b. The incidental site activities are commenced at the permittee's own risk. The Governing Board will not consider the monetary costs associated with the incidental site activities or any potential restoration costs in making its decision to approve or deny the individual environmental resource permit application. Issuance of this permit shall not in any way be construed as commitment to issue the associated individual environmental resource permit.
4. Activities approved by this permit shall be conducted in a manner which does not cause violations of state water quality standards. The permittee shall implement best management practices for erosion and a pollution control to prevent violation of state water quality standards. Temporary erosion control shall be implemented prior to and during construction, and permanent control measures shall be completed within 7 days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the permitted work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
5. Water quality data for the water discharged from the permittee's property or into the surface waters of the state shall be submitted to the District as required by the permit. Analyses shall be performed according to procedures outlined in the current edition of Standard Methods for the Examination of Water and Wastewater by the American Public Health Association or Methods for Chemical Analyses of Water and Wastes by the U.S. Environmental Protection Agency. If water quality data are required, the permittee shall provide data as required on volumes of water discharged, including total volume discharged during the days of sampling and total monthly volume dis-charged from the property or into surface waters of the state.
6. 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.

7. Stabilization measures shall be initiated for erosion and sediment control on disturbed areas as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 7 days after the construction activity in that portion of the site has temporarily or permanently ceased.
8. 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.
9. The permittee shall complete construction of all aspects of the surface water 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.
10. 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.
11. All surface water 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.
12. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District a written notification of commencement indicating the actual start date and the expected completion date.
13. 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.
14. Within 30 days after completion of construction of the permitted activity, the permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing the required Statement of Completion and Request for Transfer to Operation Entity form identified in Chapter 40D-1, F.A.C. Additionally, if deviation from the approved drawings are discovered during the certification process the certification must be accompanied by a copy of the approved permit drawings with deviations noted.
15. 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.
16. The operation phase of this permit shall not become effective until the permittee has complied with the requirements of the conditions herein, the District determines the system to be in compliance with the permitted plans, and the entity approved by the District accepts responsibility for operation and maintenance of the system. The permit may not be transferred to the operation and maintenance entity approved by the

District until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall request transfer of the permit to the responsible operation and maintenance entity approved by the District, if different from the permittee. Until a transfer is approved by the District, the permittee shall be liable for compliance with the terms of the permit.

17. Should any other regulatory agency require changes to the permitted system, the District shall be notified of the changes prior to implementation so that a determination can be made whether a permit modification is required.
18. This permit does not eliminate the necessity to obtain any required federal, state, local and special District authorizations including a determination of the proposed activities' compliance with the applicable comprehensive plan prior to the start of any activity approved by this permit.
19. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 40D-4 or Chapter 40D-40, F.A.C.
20. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the activities authorized by the permit or any use of the permitted system.
21. 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 section 373.421(2), F.S., provides otherwise.
22. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of the permitted system or the real property at which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of Rule 40D-4.351, F.A.C. The permittee transferring the permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to such sale, conveyance or other transfer.
23. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with District rules, regulations and conditions of the permits.
24. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the District and the Florida Department of State, Division of Historical Resources.
25. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.

SOUTHWEST FLORIDA
WATER MANAGEMENT DISTRICT

NOTICE OF
AUTHORIZATION
TO COMMENCE CONSTRUCTION

US 301 and Ft. Hamer Road Intersection Improvements

PROJECT NAME

Government

PROJECT TYPE

MANATEE

COUNTY

S32/T33S/R19E

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

Manatee County BOCC

PERMITTEE

See permit for additional permittees

APPLICATION ID/PERMIT NO: 641384 / 44012295.008

DATE ISSUED: August 17, 2011



Ross T. Morton, P.W.S.

Issuing Authority

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

**PART II HEARINGS INVOLVING
DISPUTED ISSUES OF MATERIAL FACT**

**PART III PROCEEDINGS AND HEARINGS
NOT INVOLVING DISPUTED ISSUES OF
MATERIAL FACT**

28-106.201 Initiation of Proceedings.

(1) Unless otherwise provided by statute, and except for agency enforcement and disciplinary actions that shall be initiated under Rule 28-106.2015, F.A.C., initiation of proceedings shall be made by written petition to the agency responsible for rendering final agency action. The term "petition" includes any document that requests an evidentiary proceeding and asserts the existence of a disputed issue of material fact. Each petition shall be legible and on 8 1/2 by 11 inch white paper. Unless printed, the impression shall be on one side of the paper only and lines shall be double-spaced.

(2) All petitions filed under these rules shall contain:

(a) The name and address of each agency affected and each agency's file or identification number, if known;

(b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;

(c) A statement of when and how the petitioner received notice of the agency decision;

(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;

(e) A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action;

(f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and

(g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the agency to take with respect to the agency's proposed action.

(3) Upon receipt of a petition involving disputed issues of material fact, the agency shall grant or deny the petition, and if granted shall, unless otherwise provided by law, refer the matter to the Division of Administrative Hearings with a request that an administrative law judge be assigned to conduct the hearing. The request shall be accompanied by a copy of the petition and a copy of the notice of agency action.

Specific Authority 120.54(3), (5) FS. Law Implemented 120.54(5), 120.569, 120.57 FS. History-New 4-1-97, Amended 9-17-98, 1-15-07.

28-106.301 Initiation of Proceedings

(1) Unless otherwise provided by statute and except for agency enforcement and disciplinary actions initiated under subsection 28-106.2015(1), F.A.C., initiation of a proceeding shall be made by written petition to the agency responsible for rendering final agency action. The term "petition" includes any document which requests a proceeding. Each petition shall be legible and on 8 1/2 by 11 inch white paper or on a form provided by the agency. Unless printed, the impression shall be on one side of the paper only and lines shall be double-spaced.

(2) All petitions filed under these rules shall contain:

(a) The name and address of each agency affected and each agency's file or identification number, if known;

(b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;

(c) An explanation of how the petitioner's substantial interests will be affected by the agency determination;

(d) A statement of when and how the petitioner received notice of the agency decision;

(e) A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action;

(f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action;

(g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the agency to take with respect to the agency's proposed action; and

(h) A statement that no material facts are in dispute.

Specific Authority 120.54(5) FS. Law Implemented 120.54(5), 120.569, 120.57 FS. History-New 4-1-97, Amended 9-17-98, 1-15-07, 12-24-07.



An Equal
Opportunity
Employer

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

Bartow Service Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
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Sarasota Service Office
6750 Fruitville Road
Sarasota, Florida 34240-9711
(941) 377-3722 or
1-800-320-3503 (FL only)

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

NOTICING PACKET PUBLICATION INFORMATION

PLEASE SEE THE NEXT PAGE OF THIS NOTICE FOR A LIST OF FREQUENTLY ASKED QUESTIONS (FAQ)

The District's action regarding the issuance or denial of a permit, a petition or qualification for an exemption only becomes closed to future legal challenges from members of the public ("third parties"), if 1.) "third parties" have been properly notified of the District's action regarding the permit or exemption, and 2.) no "third party" objects to the District's action within a specific period of time following the notification.

Notification of "third parties" is provided through publication of certain information in a newspaper of general circulation in the county or counties where the proposed activities are to occur. Publication of notice informs "third parties" of their right to challenge the District's action. If proper notice is provided by publication, "third parties" have a 21-day time limit in which to file a petition opposing the District's action. A shorter 14-day time limit applies to District action regarding Environmental Resource Permits linked with an authorization to use Sovereign Submerged Lands. However, if no notice to "third parties" is published, there is no time limit to a party's right to challenge the District's action. The District has not published a notice to "third parties" that it has taken or intends to take final action on your application. If you want to ensure that the period of time in which a petition opposing the District's action regarding your application is limited to the time frames stated above, you must publish, at your own expense, a notice in a newspaper of general circulation. A copy of the Notice of Agency Action the District uses for publication and guidelines for publishing are included in this packet.

Guidelines for Publishing a Notice of Agency Action

1. Prepare a notice for publication in the newspaper. The District's Notice of Agency Action, included with this packet, contains all of the information that is required for proper noticing. However, you are responsible for ensuring that the form and **the content** of your notice comply with the applicable statutory provisions.
2. Your notice must be published in accordance with Chapter 50, Florida Statutes. A copy of the statute is enclosed.
3. Select a newspaper that is appropriate considering the location of the activities proposed in your application, and contact the newspaper for further information regarding their procedures for publishing.
4. You only need to publish the notice for one day.
5. Obtain an "affidavit of publication" from the newspaper after your notice is published.
6. Immediately upon receipt send the **ORIGINAL** affidavit to the District at the address below, for the file of record. **Retain a copy of the affidavit for your records.**

Southwest Florida Water Management District
Records and Data Supervisor
2379 Broad Street
Brooksville, Florida 34604-6899

Note: If you are advertising a notice of the District's proposed action, and the District's final action is different, publication of an additional notice may be necessary to prevent future legal challenges. If you need additional assistance, please contact us at ext. 4360, at the Brooksville number listed above. (**Your question may be on the FAQ list**).

FAQ ABOUT NOTICING

1. **Q.** Do I have to do this noticing, and what is this notice for?
A. You do not have to do this noticing, unless you are issued a permit classified as an "Individual". You need to publish a notice if you want to ensure that a "third party" cannot challenge the District's action on your permit, exemption, or petition at some future date. If you choose not to publish, there is no time limit to a third party's right to challenge the District's action.
2. **Q.** What do I need to send to the newspaper?
A. The enclosed one page notice form entitled "Notice of Final Agency Action (or Proposed Agency Action) By The Southwest Florida Water Management District." You must fill in the blanks before sending it.
3. **Q.** Do I have to use the notice form, or can I make up my own form?
A. You do not have to use our form. However, your notice must contain all information that is in the form.
4. **Q.** Do I send the newspaper the whole form (one page) or just the top portion that has blanks?
A. Send the full page form which includes the NOTICE OF RIGHTS section on the bottom half.
5. **Q.** The section 50.051, F.S. (enclosed) proof of publication form of uniform affidavit has blanks in the text. Do I fill in these blanks and send that to the newspaper?
A. No. That section shows the affidavit the newspaper will send you. They will fill in the blanks.
6. **Q.** If someone objects, is my permit or exemption no good?
A. If you publish a notice and a "third party" files a request for administrative hearing within the allotted time, the matter is referred to an administrative hearing. While the case is pending, generally, you may not proceed with activities under the challenged agency action. When the hearing is complete, the administrative law judge's (ALJ) recommendation is returned to the District Governing Board, and the Governing Board will take final action on the ALJ's recommendation. There is no time limit for a "third party" to object and file a request for administrative hearing if you do not publish a notice.

CHAPTER 50, FLORIDA STATUTES

LEGAL AND OFFICIAL ADVERTISEMENTS

| | |
|----------------|---|
| <u>50.011</u> | Where and in what language legal notices to be published. |
| <u>50.021</u> | Publication when no newspaper in county. |
| <u>50.031</u> | Newspapers in which legal notices and process may be published. |
| <u>50.041</u> | Proof of publication; uniform affidavits required. |
| <u>50.051</u> | Proof of publication; form of uniform affidavit. |
| <u>50.061</u> | Amounts chargeable. |
| <u>50.0711</u> | Court docket fund; service charges; publications. |

50.011 Where and in what language legal notices to be published.-

Whenever by statute an official or legal advertisement or a publication, or notice in a newspaper has been or is directed or permitted in the nature of or in lieu of process, or for constructive service, or in initiating, assuming, reviewing, exercising or enforcing jurisdiction or power, or for any purpose, including all legal notices and advertisements of sheriffs and tax collectors, the contemporaneous and continuous intent and meaning of such legislation all and singular, existing or repealed, is and has been and is hereby declared to be and to have been, and the rule of interpretation is and has been, a publication in a newspaper printed and published periodically once a week or oftener, containing at least 25 percent of its words in the English language, entered or qualified to be admitted and entered as periodicals matter at a post office in the county where published, for sale to the public generally, available to the public generally for the publication of official or other notices and customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public.

History.--s. 2, ch. 3022, 1877; RS 1296; GS 1727; s. 1, ch. 5610, 1907; RGS 2942; s. 1, ch. 12104, 1927; CGL 4666, 4901; s. 1, ch. 63-387; s. 6, ch. 67-254; s. 21, ch. 99-2.

Note.-Former s. 49.01.

50.021 Publication when no newspaper in county.

When any law, or order or decree of court, shall direct advertisements to be made in any county and there be no newspaper published in the said county, the advertisement may be made by posting three copies thereof in three different places in said county, one of which shall be at the front door of the courthouse, and by publication in the nearest county in which a newspaper is published.

History.-RS 1297; GS 1728; RGS 2943; CGL 4667; s. 6, ch. 67-254.

Note.-Former s. 49.02.

50.031 Newspapers in which legal notices and process may be published.

No notice or publication required to be published in a newspaper in the nature of or in lieu of process of any kind, nature, character or description provided for under any law of the state, whether heretofore or hereafter enacted, and whether pertaining to constructive service, or the initiating, assuming, reviewing, exercising or enforcing jurisdiction or power, by any court in this state, or any notice of sale of property, real or personal, for taxes, state, county or municipal, or sheriff's, guardian's or administrator's or any sale made pursuant to any judicial order, decree or statute or any other publication or notice pertaining to any affairs of the state, or any county, municipality or other political subdivision thereof, shall be deemed to have been published in accordance with the statutes providing for such publication, unless the same shall have been published for the prescribed period of time required for such publication, in a newspaper which at the time of such publication shall have been in existence for 1 year and shall have been entered as periodicals matter at a post office in the county where published, or in a newspaper which is a direct successor of a newspaper which together have been so published; provided, however, that nothing herein contained shall apply where in any county there shall be no newspaper in existence which shall have been published for the length of time above prescribed. No legal publication of any kind, nature or description, as herein defined, shall be valid or binding or held to be in compliance with the statutes providing for such publication unless the same shall have been published in accordance with the provisions of this section. Proof of such publication shall be made by uniform affidavit.

History.--s. 1-3, ch. 14830, 1931; CGL 1936 Supp. 4274(1); s. 7, ch. 22858, 1945; s. 6, ch. 67-254; s. 1, ch. 74-221; s. 22, ch. 99-2.

Note.-Former s. 49.03.

50.041 Proof of publication; uniform affidavits required.

(1) All affidavits of publishers of newspapers (or their official representatives) made for the purpose of establishing proof of publication of public notices or legal advertisements shall be uniform throughout the state.

(2) Each such affidavit shall be printed upon white bond paper containing at least 25 percent rag material and shall be 8.5 inches in width and of convenient length, not less than 5.5 inches. A white margin of not less than 2.5 inches shall be left at the right side of each affidavit form and upon or in this space shall be substantially pasted a clipping which shall be a true copy of the public notice or legal advertisement for which proof is executed.

(3) In all counties having a population in excess of 450,000 according to the latest official decennial census, in addition to the charges which are now or may hereafter be established by law for the publication of every official notice or legal advertisement, there may be a charge not to exceed \$2 for the preparation and execution of each such proof of publication or publisher's affidavit.

History.-s. 1, ch. 19290, 1939; CGL 1940 Supp. 4668(1); s. 1, ch. 63-49; s. 26, ch. 67-254; s. 1, ch. 76-58.

Note.-Former s. 49.04.

50.051 Proof of publication; form of uniform affidavit.-

The printed form upon which all such affidavits establishing proof of publication are to be executed shall be substantially as follows:

NAME OF NEWSPAPER
Published (Weekly or Daily)
(Town or City) (County) FLORIDA

STATE OF FLORIDA

COUNTY OF _____;

Before the undersigned authority personally appeared _____, who on oath says that he or she is _____ of the _____, a _____ newspaper published at _____ in _____ County, Florida; that the attached copy of advertisement, being a _____ in the matter of _____ in the _____ Court, was published in said newspaper in the issues of _____.

Affiant further says that the said _____ is a newspaper published at _____, in said _____ County, Florida, and that the said newspaper has heretofore been continuously published in said _____ County, Florida, each _____ and has been entered as periodicals matter at the post office in _____, in said _____ County, Florida, for a period of 1 year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this _____ day of _____ (year)____, by _____, who is personally known to me or who has produced (type of identification) as identification.

_____(Signature of Notary Public)_____

_____(Print, Type, or Stamp Commissioned Name of Notary Public)_____

_____(Notary Public)_____

History.-s. 2, ch. 19290, 1939; CGL 1940 Supp. 4668(2); s. 6, ch. 67-254; s. 1, ch. 93-62; s. 291, ch. 95-147; s.23, ch 99-2; s. 3, ch. 99-6.

Note.-Former s. 49.05.

50.061 Amounts chargeable.-

(1) The publisher of any newspaper publishing any and all official public notices or legal advertisements shall charge therefore the rates specified in this section without rebate, commission or refund.

(2) The charge for publishing each such official public notice or legal advertisement shall be 70 cents per square inch for the first insertion and 40 cents per square inch for each subsequent insertion, except that:

(a) In all counties having a population of more than 304,000 according to the latest official decennial census, the charge for publishing each such official public notice or legal advertisement shall be 80 cents per square inch for the first insertion and 60 cents per square inch for each subsequent insertion.

(b) In all counties having a population of more than 450,000 according to the latest official decennial census, the charge for publishing each such official public notice or legal advertisement shall be 95 cents per square inch for the first insertion and 75 cents per square inch for each subsequent insertion.

(3) Where the regular established minimum commercial rate per square inch of the newspaper publishing such official public notices or legal advertisements is in excess of the rate herein stipulated, said minimum commercial rate per square inch may be charged for all such legal advertisements or official public notices for each insertion, except that a governmental agency publishing an official public notice or legal advertisement may procure publication by soliciting and accepting written bids from newspapers published in the county, in which case the specified charges in this section do not apply.

(4) All official public notices and legal advertisements shall be charged and paid for on the basis of 6-point type on 6-point body, unless otherwise specified by statute.

(5) Any person violating a provision of this section, either by allowing or accepting any rebate, commission, or refund, commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

(6) Failure to charge the rates prescribed by this section shall in no way affect the validity of any official public notice or legal advertisement and shall not subject same to legal attack upon such grounds.

History.-s. 3, ch. 3022, 1877; RS 1298; GS 1729; RGS 2944; s. 1, ch. 12215, 1927; CGL 4668; ss. 1, 2, 2A, 2B, ch. 20264, 1941; s. 1, ch. 23663, 1947; s. 1, ch. 57-160; s. 1, ch. 63-50; s. 1, ch. 65-569; s. 6, ch. 67-254; s. 15, ch. 71-136; s. 35, ch. 73-332; s. 1, ch. 90-279.

Note.-Former s. 49.06.

50.0711 Court docket fund; service charges; publications.-

(1) The clerk of the court in each county may establish a court docket fund for the purpose of paying the cost of publication of the fact of the filing of any civil case in the circuit court of the county by the style and of the calendar relating to such cases. This court docket fund shall be funded by \$1 mandatory court cost for all civil actions, suits, or proceedings filed in the circuit court of the county. The clerk shall maintain such funds separate and apart, and the proceeds from this court cost shall not be diverted to any other fund or for any purpose other than that established in this section. The clerk of the court shall dispense the fund to the designated record newspaper in the county on a quarterly basis.

(2) A newspaper qualified under the terms of s. 50.011 shall be designated as the record newspaper for such publication by an order of the majority of the judges in the judicial circuit in which such county is located, and such order shall be filed and recorded with the clerk of the circuit court for such county. The designated record newspaper may be changed at the end of any fiscal year of the county by a majority vote of the judges of the judicial circuit of the county ordering such change 30 days prior to the end of the fiscal year, notice of which order shall be given to the previously designated record newspaper.

(3) The publishers of any designated record newspapers receiving payment from this court docket fund shall publish, without additional charge, the fact of the filing of any civil case, suit, or action filed in such county in the circuit. Such publication shall be in accordance with a schedule agreed upon between the record newspaper and the clerk of the court in such county.

(4) The publishers of any designated record newspapers receiving revenues from the court docket fund established in subsection (1) shall, without charge, accept legal advertisements for the purpose of service of process by publication under s. 49.011(4), (10), and (11) when such publication is required of persons authorized to proceed as indigent persons under s. 57.081.

History.-s. 46, ch. 2004-265.

**NOTICE OF FINAL AGENCY ACTION BY
THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

Notice is given that the District's Final Agency Action is approval of the ERP STANDARD GENERAL on 3.70 acres to serve COUNTY, STATE, CITY known as US 301 and Ft. Hamer Road Intersection Improvements. The project is located in MANATEE County, Section/Township/Range S32/T33S/R19E. The permit applicant is Manatee County BOCC whose address is c/o Thomas Gerstenberger, P.E., Public Works 1022 26th Street East Bradenton, FL 34208. The permit No. is 44012295.008.

The file(s) pertaining to the project referred to above is available for inspection Monday through Friday except for legal holidays, 8:00 a.m. to 5:00 p.m., at the Southwest Florida Water Management District 6750 Fruitville Road, Sarasota, Florida 34240-9711.

NOTICE OF RIGHTS

Any person whose substantial interests are affected by the District's action regarding this permit may request an administrative hearing in accordance with Sections 120.569 and 120.57, Florida Statutes (F.S.), and Chapter 28-106, Florida Administrative Code (F.A.C.), of the Uniform Rules of Procedure. *A request for hearing must (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's action, or final action; (2) state all material facts disputed by each person requesting the hearing or state that there are no disputed facts; and (3) otherwise comply with Chapter 28-106, F.A.C.* A request for hearing must be filed with and received by the Agency Clerk of the District at the District's Brooksville address, 2379 Broad Street, Brooksville, FL 34604-6899 within 21 days of publication of this notice (or within 14 days for an Environmental Resource Permit with Proprietary Authorization for the use of Sovereign Submerged Lands). Failure to file a request for hearing within this time period shall constitute a waiver of any right such person may have to request a hearing under Sections 120.569 and 120.57, F.S.

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

Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding the District's final action in this matter is not available prior to the filing of a request for hearing.

PERMIT VOID UNLESS DOT OPERATIONS
CENTER IS NOTIFIED 48 HRS IN
ADVANCE OF STARTING WORK
PHONE 941-359-7300

ALL CONTRACTORS AND
SUBCONTRACTORS SHALL
BE RESPONSIBLE FOR
COMPLIANCE WITH
PERMITTED MOT
PLAN.

Rule 14-96, F.A.C.

CERTIFICATION NO _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DRIVEWAY/CONNECTION PERMIT
FOR ALL CATEGORIES

850-040-18
SYSTEMS PLANNING
06/06
Page 1 of 3

Permittee

PART 1: PERMIT INFORMATION

Application Number: 2011-A-194-9
Permit Category: Government Entity J Access Classification: 3
Project: US 301 (SR 43) AND FT HAMER ROAD INTERSECTION IMPROVEMENTS (FROM BRITT ROAD TO US 301)
Permittee: Manatee County
Section/Mile Post: 13020 / 10.068 State Road: US 301 / SR 43
Section/Mile Post: _____ State Road: _____

PART 2: PERMITTEE INFORMATION

Permittee Name: Manatee County
Permittee Mailing Address: 1022 26th Avenue East
City, State, Zip: Bradenton, FL 34206
Telephone: 941-708-7400, x7476
Engineer/Consultant/or Project Manager: Cardno TBE / Tom Fulton, PE
Engineer responsible for construction inspection: Tom Fulton, PE 39722
NAME P.E. #
Mailing Address: 380 Park Place Blvd Lane closures and other work may be restricted by the FDOT due to heavy traffic
and potential backups caused by this construction. Night work may be required.
City, State, Zip: Clearwater, FL 33759
Telephone: 727-431-1595 Mobile Phone: 727-235-8053



CALL BEFORE YOU DIG
1-800-432-4770
IT'S THE LAW IN FLORIDA

PART 3: PERMIT APPROVAL

The above application has been reviewed and is hereby approved subject to all Provisions as attached.

Permit Number: 2011-A-194-9
Department of Transportation

Signature: Albert Rosenstein Title: Engineering Manager

Department Representative's Name: Albert Rosenstein

Temporary Permit: YES NO (If temporary, this permit is only valid for 6 months)

Special provisions attached: YES NO

Date of Issuance: 10.1.12

If this is a normal (non-temporary) permit it authorizes construction for one year from the date of issuance. This can only be extended by the Department as specific in 14-96.007(6).

See following pages for General and Special Provisions

If a lane closure is within the project limits, the Permittee MUST notify the Department 14 days prior to a lane closure to allow the Department to inform the motoring public. If no lane closure is required Please call 48 hours in advance of starting work. Failure to call may result in a delay to begin work.

Red All Portions of Disturbed
Right-Of-Way.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DRIVEWAY/CONNECTION PERMIT
FOR ALL CATEGORIES**PART 4: GENERAL PROVISIONS**

1. Notify the Department of Transportation Maintenance Office at least 48 hours in advance of starting proposed
Phone: 941-359-7300, Attention: Valerie Everts
2. A copy of the approved permit must be displayed in a prominent location in the immediate vicinity of the connection of construction.
3. Comply with Rule 14-96.008(1), F.A.C., Disruption of Traffic.
4. Comply with Rule 14-96.008(7), F.A.C., on Utility Notification Requirements.
5. All work performed in the Department's right of way shall be done in accordance with the most current Department standards, specifications and the permit provisions.
6. The permittee shall not commence use of the connection prior to a final inspection and acceptance by the Department.
7. Comply with Rule 14-96.003(3)(a), F.A.C., Cost of Construction.
8. If a Significant Change of the permittee's land use, as defined in Section 335.182, Florida Statutes, occurs, the Permittee must contact the Department.
9. Medians may be added and median openings may be changed by the Department as part of a Construction Project or Safety Project. The provision for a median might change the operation of the connection to be for right turns only.
10. All conditions in NOTICE OF INTENT WILL APPLY unless specifically changed by the Department.
11. All approved connection(s) and turning movements are subject to the Department's continuing authority to modify such connection(s) or turning movements in order to protect safety and traffic operations on the state highway or State Highway System.
12. **Transportation Control Features and Devices in the State Right of Way.** Transportation control features and devices in the Department's right of way, including, but not limited to, traffic signals, medians, median openings, or any other transportation control features or devices in the state right of way, are operational and safety characteristics of the State Highway and are not means of access. The Department may install, remove or modify any present or future transportation control feature or device in the state right of way to make changes to promote safety in the right of way or efficient traffic operations on the highway.
13. The Permittee for him/herself, his/her heirs, his/her assigns and successors in interest, binds and is bound and obligated to save and hold the State of Florida, and the Department, its agents and employees harmless from any and all damages, claims, expense, or injuries arising out of any act, neglect, or omission by the applicant, his/her heirs, assigns and successors in interest that may occur by reason of this facility design, construction, maintenance, or continuing existence of the connection facility, except that the applicant shall not be liable under this provision for damages arising from the sole negligence of the Department.
14. The Permittee shall be responsible for determining and notify all other users of the right of way.
15. Starting work on the State Right of Way means that I am accepting all conditions on the Permit.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DRIVEWAY/CONNECTION PERMIT
FOR ALL CATEGORIES

PART 5: SPECIAL PROVISIONS

NON-CONFORMING CONNECTIONS: YES NO

If this is a non-conforming connection permit, as defined in Rule Chapters 14-96 and 14-97, then the following shall be a part of this permit.

1. The non-conforming connection(s) described in this permit is (are) not permitted for traffic volumes exceeding the Permit Category on page 1 of this permit, or as specified in "Other Special Provisions" below.
2. All non-conforming connections will be subject to closure or relocation when reasonable access becomes available in the future.

OTHER SPECIAL PROVISIONS:

It will be a condition of this permit that if and when signal warrants are met within one full year after total build out of the project, the developer/Manatee County will be required to pay for the design and installation of a traffic signal at US 301 and the new Fort Hamer Road alignment. All analysis necessary for determination of signal warrants shall be the responsibility of the developer/Manatee County.

PART 6: APPEAL PROCEDURES

You may petition for an administrative hearing pursuant to sections 120.569 and 120.57, Florida Statutes. If you dispute the facts stated in the foregoing Notice of Intended Department Action (hereinafter Notice), you may petition for a formal administrative hearing pursuant to section 120.57(1), Florida Statutes. If you agree with the facts stated in the Notice, you may petition for an informal administrative hearing pursuant to section 120.57(2), Florida Statutes. You must file the petition with:

Clerk of Agency Proceedings
 Department of Transportation
 Haydon Burns Building
 605 Suwannee Street, M.S. 58
 Tallahassee, Florida 32399-0458

The petition for an administrative hearing must conform to the requirements of Rule 28-106.201(2) or Rule 28-106.301(2), Florida Administrative Code, and be filed with the Clerk of Agency Proceedings by 5:00 p.m. no later than 21 days after you received the Notice. The petition must include a copy of the Notice, be legible, on 8 1/2 by 11 inch white paper, and contain:

1. Your name, address, telephone number, any Department of Transportation identifying number on the Notice, if known, the name and identification number of each agency affected, if known, and the name, address, and telephone number of your representative, if any, which shall be the address for service purposes during the course of the proceeding;
2. An explanation of how your substantial interests will be affected by the action described in the Notice;
3. A statement of when and how you received the Notice;
4. A statement of all disputed issues of material fact. If there are none, you must so indicate;
5. A concise statement of the ultimate facts alleged, including the specific facts you contend warrant reversal or modification of the agency's proposed action, as well as an explanation of how the alleged facts relate to the specific rules and statutes you contend require reversal or modification of the agency's proposed action;
6. A statement of the relief sought, stating precisely the desired action you wish the agency to take in respect to the agency's proposed action.

If there are disputed issues of material fact a formal hearing will be held, where you may present evidence and argument on all issues involved and conduct cross-examination. If there are no disputed issues of material fact an informal hearing will be held, where you may present evidence or a written statement for consideration by the Department.

Mediation, pursuant to section 120.573, Florida Statutes, may be available if agreed to by all parties, and on such terms as may be agreed upon by all parties. The right to an administrative hearing is not affected when mediation does not result in a settlement.

Your petition for an administrative hearing shall be dismissed if it is not in substantial compliance with the above requirements of Rule 28-106.201(2) or Rule 28-106.301(2), Florida Administrative Code. If you fail to timely file your petition in accordance with the above requirements, you will have waived your right to have the intended action reviewed pursuant to chapter 120, Florida Statutes, and the action set forth in the Notice shall be conclusive and final.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**DRIVEWAY/CONNECTION APPLICATION
 FOR ALL CATEGORIES**

| OFFICE USE ONLY | |
|---------------------------|--|
| Application Number: _____ | Received By: _____ <small style="display: block; text-align: right;">FDOT STAFF (TYPE OR PRINT)</small> |
| Category: _____ | Date: _____ |
| Section/Mile Post: _____ | State Road: _____ |
| Section/Mile Post: _____ | State Road: _____ |

Instructions - To Applicant

- Contact the Department of Transportation to determine what plans and other documents you are required to submit with your application.
- Complete this form (some questions may not apply to you) and attach all necessary documents and submit it to the Department of Transportation.
- For help with this form contact your local Maintenance or District Office.
 - Or visit our website at www.dot.state.fl.us/onestoppermitting for the contact person and phone number in your area.
 - You may also email - driveways@dot.state.fl.us
 - Or call your District or local Florida Department of Transportation Office and ask for Driveway Permits.

Please print or type

APPLICANT:

Check one:
 Owner Lessee Contract to Purchase

Name: Manatee County Government, Engineering Services

Responsible Officer or Person: Siamak Mollanazar, PE, Deputy Director, Manatee County Engineering

If the Applicant is a Company or Organization, Name: _____

Address: 1022 26th Avenue East

City, State: Bradenton, FL

Zip: 34208 Phone: 941-708-7487 Fax: 941-708-7500

Email: sia.mollanazar@MyManatee.org

LAND OWNER: (if not applicant)

Name: same as Applicant

If the Applicant is a Company or Organization, Name: _____

Address: _____

City, State: _____

Zip: _____ Phone: _____ Fax: _____

Email: _____

AUTHORIZED REPRESENTATIVE: If specified by Applicant to handle, represent, sign, and file the application -
NOTE: A notarized letter of authorization must be provided with the Application

Name: N/A

Company Name: _____

Address: _____

City, State: _____

Zip: _____ Phone: _____ Fax: _____

Email: _____

Address of property to be served by permit (if known):

If address is not known, provide distance from nearest intersecting public street (such as, 500 feet south of Main St.)

1100 ft. south of existing FT. Hamer / US 301 intersection

Check here if you are requesting a

new driveway temporary driveway modification to existing driveway safety upgrade

Does the property owner own or have any interests in any adjacent property?

No Yes, if yes - please describe:

Are there other existing or dedicated public streets, roads, highways or access easements bordering or within the property?

No Yes, if yes - list them on your plans and indicate the proposed and existing access points.

Local Government Development Review or Approval Information:

Local Government Contact: _____

Name: _____

Government Agency: _____

Phone #: _____

If you are requesting commercial or industrial access, please indicate the types and number of businesses and provide the floor area square footage of each. Use additional sheets if necessary.

| Business (Name and Type) | Square Footage | Business (Name and Type) | Square Footage |
|--------------------------|----------------|--------------------------|----------------|
| 1. N/A | | 3. | |
| 2. | | 4. | |

If you are requesting a residential development access, what is the type (single family, apartment, townhouse) and number of units?

| Type | Number of Units |
|------|-----------------|
| N/A | |
| | |

Provide an estimate of the daily traffic volume anticipated for the entire property at build out. (An individual single family home, duplex, or quad-plex is not required to complete this section).

Daily Traffic Estimate = 26,660 ADT (Use the latest Institute of Transportation Engineers (ITE) Trip Generation Report)

If you used the ITE Trip Generation Report, provide the land use code, independent variable, and reference page number.

| ITE Land Use Code | Independent Variable | ITE Report page number reference |
|-------------------|----------------------|----------------------------------|
| N/A | S | N/A |

Check with the Florida DOT Office where you will return this form to determine which of the following documents are required to complete the review of your application.

- | | |
|---|---|
| Plans should be 11" x 17" (scale 1" x 50') Note: No plans larger than 24" x 36" will be accepted a) Highway and driveway plan profile b) Drainage plan showing impact to the highway right-of-way c) Map and letters detailing utility locations before and after Development in and along the right of way d) Subdivision, zoning, or development plans e) Property map indicating other access, bordering roads and streets | f) Proposed access design g) Parcel and ownership maps including easements (Boundary Survey) h) Signing and striping plans i) Traffic Control/Maintenance of Traffic plan j) Proof of liability insurance k) Traffic Impact Study l) Cross section of roadway every 100' if exclusive turn lanes are required |
|---|---|

Important Notices to Applicant Before Signing Application

The Department Reserves The Right To Change Traffic Features And Devices In Right Of Way At Any Time
 Proposed traffic control features and devices in the right of way, such as median openings and other traffic control devices, are not part of the connection(s) to be authorized by a connection permit. The Department reserves the right to change these features and devices in the future in order to promote safety in the right of way or efficient traffic operations on the highway. Expenditure by the applicant of monies for installation or maintenance of such features or devices shall not create any interest in the maintenance of such features or devices.

Significant Changes In Property Use Must Undergo Further Review

If an access permit is issued to you it will state the terms and conditions for its use. Significant changes in the use as defined in Section 335.182(3), Florida Statutes, of the permitted access not consistent with the terms and conditions listed on the permit may be considered a violation of the permit.


All Information I Give Is Accurate

I certify that I am familiar with the information contained in this application and that to the best of my knowledge and belief, such information is true, complete and accurate.

Starting Work On The Driveway Connection After I Get My Permit Means I Accept All the Conditions In My Permit

I will not begin work on the connection until I receive my Permit and I understand all the conditions of the Permit. When I begin work on the connection, I am accepting all conditions listed in my Permit.

Applicant Name (Printed): Siamak Mollanazar, PE, Deputy Director, Manatee County Engineering Services

Applicant's signature: 

Date

3/23/11

FLORIDA DEPARTMENT OF TRANSPORTATION
Stormwater Pollution Control Reminder

• *Stormwater Management*

Contact your local municipality and/or the Southwest Florida Management District.

Bartow (863) 534-1448

Venice (Sarasota) (941) 278-7396

Fort Myers (Sarasota) (941) 278-7396

- Fort Myers is also part of South Florida Water Management District (800) 432-2045.

• *Used Oil recycling*

Contact the Florida Department of Environmental Protection at (813) 744-6100 or your local automotive parts store.

• *Hazardous Waste Disposal*

Contact the Florida Department of Environmental Protection at (813) 744-6100.

• *Spill Reporting*

State Warning Point (800) 320-0519

Federal Response Center (800) 424-8802

• *Pesticides & Fertilizers*

Contact your Local County Agricultural Extension Service.

Charlotte (941) 764-4340

Collier (239) 353-4244

Desoto (863) 993-4846

Glades (863) 946-0244

Hardee (863) 773-2164

Hendry (863) 674-4094

Highlands (863) 402-6540

Lee (239) 461-7500

Manatee (941) 722-4524

Okcechobee (863) 763-6469

Polk (863) 519-8677

Sarasota (941) 316-1000

LET'S WORK TOGETHER TO KEEP OUR ENVIRONMENT CLEAN...

AND INVEST IN FLORIDA'S FUTURE



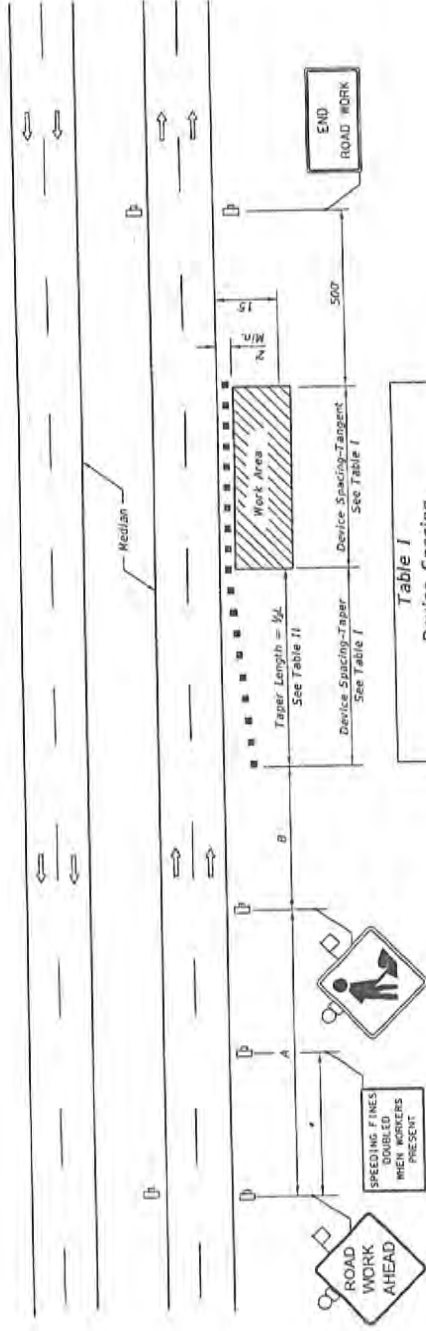


Table II
Taper Length - Shoulder

| Speed (mph) | F _A (ft.) | | Notes |
|-------------|----------------------|------------|-------|
| | B' Shldr. | 10' Shldr. | |
| 25 | 26 | 35 | 42 |
| 30 | 40 | 50 | 60 |
| 35 | 55 | 68 | 82 |
| 40 | 72 | 90 | 107 |
| 45 | 120 | 150 | 180 |
| 50 | 133 | 167 | 200 |
| 55 | 147 | 183 | 220 |
| 60 | 160 | 200 | 240 |
| 65 | 173 | 217 | 260 |
| 70 | 187 | 233 | 280 |

F' minimum shoulder width.
1/2 L = Length of shoulder taper in feet.
W = Width of total shoulder in feet (combined paved and unpaved width)

Table I
Device Spacing

| Speed (mph) | Max. Distance Between Devices (ft.) | |
|-------------|--|--|
| | Type I or Type II Cones or Tubular Markers | Type I or Type II Barricades or Vertical Panels or Drums |
| 25 | 25 | 25 |
| 30 to 45 | 25 | 30 |
| 50 to 70 | 25 | 50 |
| | | 100 |

DISTANCE BETWEEN SIGNS

| Speed | Spacing (ft.) | |
|-------------------|---------------|-----|
| | A | B |
| 40 mph or less | 200 | 200 |
| 45 mph | 350 | 350 |
| 50 mph or greater | 500 | 500 |

*500' beyond the ROAD WORK AHEAD sign or midway between signs whichever is less.

GENERAL NOTES

- If the work operation encroaches on the through traffic lanes or when four or more work vehicles enter the through traffic lanes in a one hour period (excluding establishing and terminating the work area), a flagger shall be provided and a FLAGGER sign shall be substituted for the WORKERS sign. The flagger shall be positioned at the point of vehicle entry or departure from the work area.
- This TCZ plan also applies to work performed in the median more than Z but less than 15' from the edge of travelway.
- When work is being performed on a multilane undivided roadway the signs normally mounted in the median (as shown) shall be omitted.
- WORKERS signs to be removed or fully covered when no work is being performed.
- SHOULDER WORK sign may be used as an alternate to the WORKER symbol sign.
- When a side road intersects the highway within the TTC zone, additional TTC devices shall be placed in accordance with other applicable TCZ indexes.
- For general TCZ requirements and additional information, refer to Index No. 600.

DURATION NOTES

- Signs and channelizing devices may be omitted if all of the following conditions are met:
 - Work operations are 60 minutes or less.
 - Vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating.

CONDITIONS

WHERE ANY VEHICLE EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCRUSH THE AREA CLOSER THAN 15' BUT NOT CLOSER THAN 2' TO THE EDGE OF TRAVEL WAY.

SYMBOLS

- Work Area
- Sign With 18" X 18" (Min.) Orange Flag And Type B Light
- Channelizing Device (See Index No. 600)
- Work Zone Sign
- Lane Identification + Direction of Traffic

Table II
Buffer Space and Taper Length

| Speed (mph) | Buffer Space (ft.) | | Notes (Merge) |
|-------------|--------------------|---------|---------------------------|
| | Dist. (ft.) | L (ft.) | |
| 25 | 155 | 125 | WS ^a L = 60 |
| 30 | 200 | 180 | |
| 35 | 250 | 245 | L = WS |
| 40 | 305 | 320 | |
| 45 | 360 | 540 | L = WS |
| 50 | 425 | 600 | |
| 55 | 495 | 660 | L = WS |
| 60 | 570 | 720 | |
| 65 | 645 | 780 | L = WS |
| 70 | 730 | 840 | |

When Buffer Space cannot be attained due to geometric constraints, the greatest attainable length shall be used, but not less than 200 ft.

For lateral transitions other than 12", use Where:

L = Length of taper in feet;
W = Width of lateral transition in feet;
S = Posted speed limit (mph)



Table I
Device Spacing

| Speed (mph) | Max. Distance Between Devices (ft.) | |
|-------------|-------------------------------------|--|
| | Cones or Tubular Markers | Type I or Type II Barricades or Vertical Panels or Drums |
| 25 | 25 | 50 |
| 30 to 45 | 25 | 50 |
| 50 to 70 | 25 | 50 |

GENERAL NOTES

1. Work operations shall be confined to one traffic lane, leaving the adjacent lane open to traffic.
 2. On undivided highways the median signs as shown are to be omitted.
 3. When work is performed in the median lane on divided highways, the channelizing device plan is inverted and left lane closed and lane ends signs substituted for the right lane closed and lane end signs.
- The same applies to undivided highways with the following exceptions:
- a. Work shall be confined within one median lane.
 - b. Additional barricades, cones, or drums shall be placed along the centerline abutting the work area and across the trailing end of the work area.
- When work on undivided highways occurs across the centerline so as to encroach on both median lanes: the inverted plan is applied to the approach of both roadways.
4. Signs and traffic control devices are to be modified in accordance with INTERMITTENT WORK STOPPAGE details (sheet 2 of 2) when no work is being performed and the highway is open to traffic.
 5. The two channelizing devices directly in front of the work area may be omitted provided vehicles in the work area have high-intensity rotating, flashing, oscillating, or strobe lights operating.
 6. When "hinged shoulders" having a width of 8 ft. or more are closed, channelizing devices shall be used to close the shoulder in advance of the taper to direct vehicular traffic to remain within the travel way. See Index No. 612 for shoulder taper formulas.
 7. When a side road intersects the highway within the TTC zone, additional TTC devices shall be placed in accordance with other applicable TTC indexes.
 8. This TCZ plan does not apply when work is being performed in the middle (lanes) of a six or more lane highway. See Index No. 614.
 9. For general TCZ requirements and additional information, refer to Index No. 600.

DISTANCE BETWEEN SIGNS

| Speed | Spacing (ft.) | | |
|-------------------|---------------|------|------|
| | A | B | C |
| 40 mph or less | 200 | 200 | 200 |
| 45 mph | 350 | 350 | 350 |
| 50 mph | 500 | 500 | 500 |
| 55 mph or greater | 2660 | 1640 | 1000 |

^a The ROAD WORK 1 MILE sign may be used as an alternate to the ROAD WORK AHEAD sign and the RIGHT LANE CLOSED 1/2 MILE sign may be used as an alternate to the RIGHT LANE CLOSED AHEAD sign.

^{**} 500' beyond the ROAD WORK AHEAD sign or midway between signs whichever is less.

SYMBOLS

- Work Area
-
- Channelizing Device (See Index No. 600)
- Work Zone Sign
- Advance Warning Arrow Board

DURATION NOTES

1. Temporary white edging may be omitted for work operations less than 3 consecutive calendar days.
2. For work operations up to approximately 15 minutes, signs, channelizing devices, arrow board, and buffer space may be omitted if all of the following conditions are met:
 - a. Speed limit is 45 mph or less.
 - b. No sight obstructions to vehicles approaching the work area for a distance equal to the buffer space and the taper length combined.
 - c. Volume and complexity of the roadway has been considered.
 - d. The closed lane is occupied by a class 5 or larger, medium duty truck(s) with a minimum gross weight vehicle rating (GVWR) of 15,000 lb with high-intensity rotating, flashing, oscillating, or strobe lights mounted above the cab height and operating.
3. For work operations up to 60 minutes, arrow board and buffer space may be omitted if conditions a, b, and c in DURATION NOTE 2 are met, and vehicles in the work area have high-intensity rotating, flashing, oscillating, or strobe lights operating.

CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCRUSCH ON THE LANE ADJACENT TO EITHER SHOULDER AND THE AREA 2' OUTSIDE THE EDGE OF TRAVEL WAY.



DESCRIPTION: NO1515A3B

| | |
|---------------|----------|
| LAST REVISION | 07/01/09 |
|---------------|----------|

PERMIT VOID UNLESS DOT SARASOTA OPERATIONS OFFICE NOTIFIED 48 HOURS IN ADVANCE OF STARTING WORK.
PHONE: (941) 359-7300

IF A LANE CLOSURE IS WITHIN THE PROJECT LIMITS, THE PERMITTEE MUST NOTIFY THE DEPARTMENT 14 DAYS PRIOR TO A LANE CLOSURE TO ALLOW THE DEPARTMENT TO INFORM THE MOTORING PUBLIC. FAILURE TO CALL MAY RESULT IN A DELAY TO BEGIN WORK.

IF NO CLOSURES ARE REQUIRED THE SARASOTA OPERATIONS OFFICE MUST BE NOTIFIED 48 HOURS IN ADVANCE OF STARTING WORK. FAILURE TO CALL MAY RESULT IN A DELAY TO BEGIN WORK.

LANE CLOSURES AND OTHER WORK MAY BE RESTRICTED BY THE FDOT DUE TO HEAVY TRAFFIC AND POTENTIAL BACKUPS CAUSED BY THIS CONSTRUCTION. NIGHT WORK MAY BE REQUIRED.

DISTRICT ONE LANE CLOSURE POLICY MAY REQUIRE WORK TO BE PERFORMED DURING NIGHT TIME HOURS DUE TO LANE ANALYSIS AND/OR LANE RESTRICTIONS.

APPLICANT IS RESPONSIBLE FOR NOTIFYING OWNERS OF ALL EXISTING AERIAL AND BURIED UTILITIES OF PROPOSED DRIVEWAY AND RESOLVING ANY CONFLICTS BEFORE CONSTRUCTION BEGINS.

IN ACCORDANCE WITH FLORIDA STATUS 335.18 PERMITTEE SHALL BE REQUIRED TO BEAR THE COST OF FUTURE ACCESS MODIFICATIONS, TRAFFIC CONTROL DEVICES OR OTHER IMPROVEMENTS, WHEN DETERMINED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION TO BE IN CONJUNCTION WITH ACCEPTED ENGINEERING PRACTICES.

ALL CONSTRUCTION AND/OR MAINTENANCE ON THE DEPARTMENT'S RIGHT-OF-WAY SHALL CONFORM TO THE FEDERAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) THE DEPARTMENT'S ROADWAY AND TRAFFIC DESIGN STANDARDS AND BRIDGE CONSTRUCTION.

PERMITTEE/CONTRACTOR MUST WAIT 30 DAYS TO ALLOW ASPHALT FRICTION COURSE TO CURE BEFORE PLACING THERMOPLASTIC STRIPING.

OUR REVIEW COMMENTS ARE NOT INCLUDED TO BE INCLUSIVE OF ALL ERRORS AND OMISSIONS. OUR COMMENTS ARE ALSO NOT INTENDED TO AFFECT THE SCOPE OF WORK OR TO BE CONTRARY TO FHWA POLICY, FDOT DESIGN CRITERIA OR SOUND ENGINEERING PRACTICE. THE CONSULTANT/ENGINEER IS SOLELY RESPONSIBLE FOR THE TECHNICAL ACCURACY, ENGINEERING JUDGEMENT, AND QUALITY OF HIS WORK.

ALL CONTRACTORS AND SUBCONTRACTORS SHALL BE RESPONSIBLE FOR COMPLIANCE WITH PERMITTED M.O.T. PLAN.

SOD ALL PORTIONS OF DISTURBED RIGHT-OF-WAY.

NOTE: ALL ABOVE GROUND APPURTENANCES TO BE LOCATED AT RIGHT-OF-WAY LINE.

DENSITY REPORTS ARE TO BE SUBMITTED PRIOR TO PLACEMENT OF PAVEMENT.

"PRIOR TO EXCAVATING CONTACT THE CLERK OF THE CIRCUIT COURT FOR POSSIBLE GASOLINE CONFLICT."

THE APPLICANT SHALL NOT, DURING AND AFTER COMPLETION OF PERMITTED CONSTRUCTION, INTRODUCE ANY FORM OR METHOD OF SITE DRAINAGE DISCHARGE INTO THE DRAINAGE FACILITIES ON THE DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY OR EASEMENT. ANY DISCHARGE SHALL BE IN VIOLATION OF THIS PERMIT.

"PERMITTEE IS CAUTIONED THAT UTILITIES MAY BE LOCATED WITHIN THE CONSTRUCTION AREA."

IT IS THE RESPONSIBILITY OF THE PERMITTEE TO DETERMINE AND COMPLY WITH ALL COUNTY AND MUNICIPAL ORDINANCES THAT ARE RELATIVE TO THE CONSTRUCTION OR OTHER ACTIVITY DESCRIBED ON THIS PERMIT AND ARE MORE STRINGENT THAN DEPARTMENT OF TRANSPORTATION REQUIREMENTS.

N.P.D.E.S. REQUIRES THAT STORM WATER CONTROL MEASURES BE IMPLEMENTED ON ANY PROJECT ON PUBLIC TRANSPORTATION FACILITY RIGHTS-OF-WAY INCLUDING, BUT NOT LIMITED TO MEASURES DESCRIBED IN F.D.O.T. STANDARD DESIGN INDEX DRAWING NUMBERS 102, 103 AND 104.

"IF CONSTRUCTION, RECONSTRUCTION, REPAIR OR MAINTENANCE ACTIVITY NECESSITATES THE CLOSING OF ONE OR MORE TRAVEL LANES OF ANY ROAD ON THE STATE PRIMARY, COUNTY ROAD OR CITY STREET SYSTEM, FOR A PERIOD OF TIME EXCEEDING TWO HOURS, THE PARTY PERFORMING SUCH WORK WILL BE RESPONSIBLE TO GIVE NOTICE TO THE APPROPRIATE LOCAL LAW ENFORCEMENT AGENCY WHICH HAS JURISDICTION WHERE SUCH ROAD IS LOCATED PRIOR TO COMMENCING WORK ON THIS PROJECT"
335.15 F.S.91, 336.048 F.S.91



PERMIT VOID UNLESS DOT OPERATIONS
 CENTER IS NOTIFIED 48 HRS IN
 ADVANCE OF STARTING WORK
 PHONE 904.397.7300
 VERIFICATION NO. _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DRAINAGE CONNECTION PERMIT

ALL CONTRACTORS AND
 SUBCONTRACTORS SHALL
 BE RESPONSIBLE FOR
 COMPLIANCE WITH
 PERMITTED M O T
 PLAN.
 850-040-06
 ROADWAY DESIGN
 10/08
 Page 1 of 8

To be completed by DOT

Drainage Connection Permit No. 2011-D-194-0007 Date 6-2-11
 Received By V. Everts Maintenance Unit 194
 State Road No. 43/US 301 Work Program Project No. _____
 Section No. 13020 Construction Project No. _____
 Milepost 10.068 Station _____

Instructions for Drainage Connection Permit

Pursuant to 14-86.004(6), F.A.C. "The Drainage Connection Permit form serves as the application. Once approved by the Department, the form and supporting documents become the Drainage Connection Permit."

The applicant shall submit four completed permit packages with original signatures. Each package shall include all required attachments. All required signed and sealed plans and supporting documentation shall be submitted on no larger than (11" X 17") multipurpose paper, unless larger plan sheets are requested by the reviewer. The package will include the following items. If an item does not apply to your project, indicate "Not Applicable" or "N/A."

| Included | Part | Title | Completed by: | Special Instructions |
|----------|------------|--|-----------------------|---|
| YES | 1 | Permit Information Sheet | Applicant | |
| YES | 2 | Certification by a Licensed Professional | Licensed Professional | Signed and Sealed |
| YES | 3 | Certification | Applicant | Signature |
| YES | 4 | Owner's Authorization of a Representative | Owner | Signature |
| YES | 5 | Affidavit of Ownership or Control and Statement of Contiguous Interest | Owner | Signature |
| YES | 6 | Permit General Conditions | FDOT | |
| YES | 7 | Permit Special Conditions | FDOT | |
| YES | 8 | As-Built Certification | Licensed Professional | Signed and Sealed – Submit within 15 working days of completion of construction |
| N/A | Attachment | Legal Description | | |
| YES | Attachment | Photographs of Existing Conditions | | |
| YES | Attachment | Location Map | | |
| YES | Attachment | Grading Plan | | |
| YES | Attachment | Soil Borings | Licensed Professional | Signed and Sealed |
| N/A | Attachment | Water Table / Percolation | | |
| YES | Attachment | Calculations | | |
| YES | Attachment | CD with Electronic Files of all Submittal Items | | Scanned Images in pdf format |

Note: Different Licensed Professionals may complete parts of the permit package. For example the Licensed Professional signing and sealing the as-built certification may be different from the Licensed Professional who signed and sealed the calculations for the permit package.

EXCEPTIONS: Activities that qualify for an Exception are listed in Rule 14-86, F.A.C. A permit application to the Department is NOT required. However, if you desire verification whether the work qualifies for an exception, send a completed copy of this permit package with its requested information to the applicable FDOT District Office.

Send All Portions of Disturbed Right-Of-Way.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DRAINAGE CONNECTION PERMIT

Brief description of facility and proposed connection:

The project involves realignment of Fort Hamer Road to improve the geometric characteristics of the intersection at US-301. The realignment will move the intersection approximately 1,100 feet south to the approximate location of 121st Avenue East, where a median opening and turn lanes will be added in the Department's right-of-way. The US-301 median opening at the existing Old Fort Hamer Road intersection will be closed rendering the old intersection as a right-in / right-out for local traffic. A proposed wet detention pond and multiple dry swales will provide stormwater management for project areas except those within the Department's right-of-way.

Briefly describe why this activity requires a Drainage Connection Permit (Include where the stormwater will discharge to FDOT right of way):

The project is adjacent to the Department's right-of-way and generally drains away from it. However, the intersection improvements require minor adjustments, as shown by the plans, to accommodate the new intersection location and median opening / turn lane changes. The US-301 drainage system includes sub-systems for both on-site drainage areas, which drain to a permitted wet detention pond on the west side of US-301, and off-site drainage areas, which drain northwards along US-301 to an east flowing outfall ditch. The proposed intersection improvements will divert 0.03 acres of drainage area from the on-site system and 0.12 acres of drainage areas from the off-site system to the pond proposed for Fort Hamer Road. Also, the project will reduce the impervious area draining to the US-301 on-site system by 0.01 acres. These changes constitute an insignificant net reduction in flow to pond serving US-301. Based on communication with SWFWMD, we do not anticipate these de minimis changes to require modification of the Department's SWFWMD permit. For assurance we will provide to the Department a copy of the approved SWFWMD permit once it is received.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DRAINAGE CONNECTION PERMIT

PART 2 – Certification by a Licensed Professional

In accordance with Rule 14-86, Florida Administrative Code (F.A.C.), I hereby certify that the following requirements are and/or will be met.

This project has been designed in compliance with all applicable water quality design standards as required by state governmental agencies.

14-86.004(3)(f) (F.A.C.): Certification by a Licensed Professional that the complete set of plans and computations complies with one of the following Rules Sections:

14-86.003(2)(a) (F.A.C.), or 14-86.003(2)(b) (F.A.C). (check one)

I further certify that a National Pollutant Discharge Elimination System (NPDES) permit for stormwater discharges associated with industrial activity from construction sites

is required is not required. (check one)

I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment.

This certification shall remain valid for any subsequent revision or submittal of plans, computation or other project documents by me.

Name of Licensed Professional: James R. Bernard, PE

Florida License Number: 55499

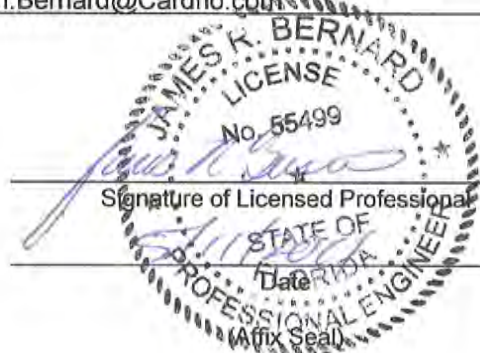
Company Name (if applicable): Cardno TBE

Certificate of Authorization Number (if applicable): 3843

Address: 380 Park Place Blvd

City: Clearwater State: FL Zip: 33759

Telephone: 727-431-1596 Fax: 727-532-9891 Email: Jim.Bernard@Cardno.com



PART 3 – Certification by Applicant

I hereby certify that the information in this submittal is complete and accurate to the best of my knowledge.

Applicant's Signature: _____ Date: 12/20/2010

Name (Printed): Sia Mollanazar, PE

Title and Company: Manatee County

Address: 1022 26th Avenue East, Bradenton, FL, 34206

Phone Number: (941) 708-7400 Ext 7487

E-mail address: Sia.Mollanazar@mymanatee.org

PART 4 – Owner's Authorization of a Representative

I (we), the owner, Sia Mollanazar, PE, of Manatee County, do hereby authorize the following person, or entity, as my representative:

Name (Printed): James R. Bernard, PE.

Title and Company: Senior Drainage Engineer, Cardno TBE

Address: 380 Park Place Blvd, Cleewater, FL, 33759

Phone Number: 727-431-1596 E-mail address: Jim.Bernard@cardno.com

Part 5 – Affidavit of Property Ownership or Control and Statement of Contiguous Interest

I, Sia Mollanazar of Manatee County at 1022 26th Avenue East, Bradenton, FL, 34206, certify that I own or lawfully control the following

described property: Fort Hamer Road at the Intersection of US 301

Does the property owner own or have any interests in any adjacent property?

No Yes If yes, please describe. _____

Owner's Signature required for Parts 4 and/or 5

We will not begin on the drainage connection until I receive the Permit and I understand all the conditions of the Permit. When work begins on the connection, I am accepting all conditions listed in the Permit.

Name (Printed): Sia Mollanazar, PE

Address: 1022 26th Avenue East, Bradenton, FL, 34206

Phone Number: (941) 708-7400 Ext 7487

Signature:  Date: 5/17/11

PART 6 – Permit General Conditions

1. This permit is a license for permissive use only and does not convey any property rights either in real estate or material, or any exclusive privilege and it does not authorize any injury to private property or invasion of private rights, or any infringement of Federal, State or local laws, rules or regulations; nor does it obviate the necessity of obtaining any required state or local approvals.
2. The drainage connection as authorized herein shall be constructed and thereafter maintained in accordance with the documents attached hereto and incorporated by reference herein. All work performed in the Department's right of way shall be done in accordance with the most current Department standards, specifications and the permit provisions. Such construction shall be subject to the inspection and approval of the Department, and the Department may at any time make such inspections as it deems necessary to assure that the drainage connection is in compliance with this permit.
3. The entire expense of construction within the Department right of way, including replacement of existing pavement or other existing features, shall be borne by the permittee.
4. The permittee shall maintain that portion of the drainage connection authorized herein located on permittee's property in good condition. The Department shall maintain that portion of the drainage connection authorized herein located within its right of way.
5. If the drainage connection is not constructed, operated or maintained in accordance with this permit, the permit may be suspended or revoked. In this event modification or removal of any portion of the drainage connection from the Department's right of way shall be at the permittee's expense.
6. The Department reserves the right to modify or remove the drainage connection to prevent damage or in conjunction with road improvements.
7. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the Department's right, title, and interest in the land to be entered upon and used by the permittee, and the permittee will, at all times, assume all risk of and indemnify, defend and save harmless the Department from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercises by said permittee of these rights and privileges, regardless of the respective degrees of fault of the parties.
8. Utilities, including gas lines, may exist within the right of way. Prior to beginning work the permittee shall contact Sunshine State One Call of Florida, Inc at 811 or 800-432-4770, who will notify all utility owners near the scheduled project. The utility owners have two (2) full business days to provide locations of their respective facilities. The permittee shall be solely responsible for any damage to or conflicts with gas lines, utilities and/or third persons.
9. The permittee shall notify the Department of Transportation Maintenance Office located at 1840 61st Street, Sarasota, FL, 34243
Phone 941-359-5666 48 hours in advance of starting any work on the drainage connection authorized by this permit and also 24 hours prior to any work within the Department's right of way. Construction of any work on the right of way shall be completed within 305 days after such notification. If such construction is not completed within 305 days after such notification, the permittee shall notify the Department of the anticipated completion date.
10. This permit shall expire if construction on the drainage connection is not begun within one year from the date of approval and if construction on the drainage connection is not completed by (Date) 10-2-13.
11. A permittee may request an extension of the Drainage Connection Permit expiration date by filing a written request for a permit time extension. All requests for time extensions must be received by the Department 15 working days prior to the expiration date.
12. All the provisions of this permit shall be binding on any assignee or successor in interest of the permittee.

PART 7 – Permit Special Conditions – To be completed by FDOT

The above request has been reviewed and has been found to meet the regulations as prescribed in Rule 14-86, F.A.C., and is hereby approved, subject to the following special conditions:

Department of Transportation:

Signature Albert Esensten

Title Engineering Manager Date 10-2-12

PART 8 – As-Built Certification

Within 15 working days of completion of construction, you must send this certification to the Department office in which you filed your DOT Drainage Permit.

1. STORM WATER FACILITY INFORMATION

Permit No.: _____

Source (Project) Name: _____

Source Location: Street _____

City: _____ County: _____

Source Owner: _____

Owner Address: _____

2. AS-BUILT CERTIFICATION

I hereby certify that this storm water facility has been built substantially in accordance with the certified design plans, and that any substantial deviations (noted below) will not prevent the facility from functioning in compliance with the requirements of Chapter 14-86 F.A.C. when properly maintained and operated. These determinations have been based upon on-site observation of construction, scheduled and conducted by me or by a project representative under my direct supervision.

Name of Licensed Professional: _____

Florida License Number: _____

Company Name (if applicable): _____

Certificate of Authorization Number (if applicable): _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____ Email: _____

Signature of Licensed Professional

Date

(Affix Seal)

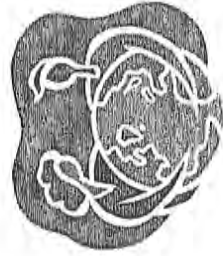
Substantial deviations from the approved plans and specifications (attach additional sheets if required).

FLORIDA DEPARTMENT OF TRANSPORTATION
Stormwater Pollution Control Reminder

- *Stormwater Management*
Contact your local municipality and/or the Southwest Florida Management District.
Bartow (863) 534-1448
Venice (Sarasota) (941) 278-7396
Fort Myers (Sarasota) (941) 278-7396
- Fort Myers is also part of South Florida Water Management District (800) 432-2045.
- *Used Oil recycling*
Contact the Florida Department of Environmental Protection at (813) 744-6100 or your local automotive parts store.
- *Hazardous Waste Disposal*
Contact the Florida Department of Environmental Protection at (813) 744-6100.
- *Spill Reporting*
State Warning Point (800) 320-0519
Federal Response Center (800) 424-8802
- *Pesticides & Fertilizers*
Contact your Local County Agricultural Extension Service.
Charlotte (941) 764-4340
Collier (239) 353-4244
Desoto (863) 993-4846
Glades (863) 946-0244
Hardee (863) 773-2164
Hendry (863) 674-4094
Highlands (863) 402-6540
Lee (239) 461-7500
Manatee (941) 722-4524
Okeechobee (863) 763-6469
Polk (863) 519-8677
Sarasota (941) 316-1000

LET'S WORK TOGETHER TO KEEP OUR ENVIRONMENT CLEAN...

AND INVEST IN FLORIDA'S FUTURE.



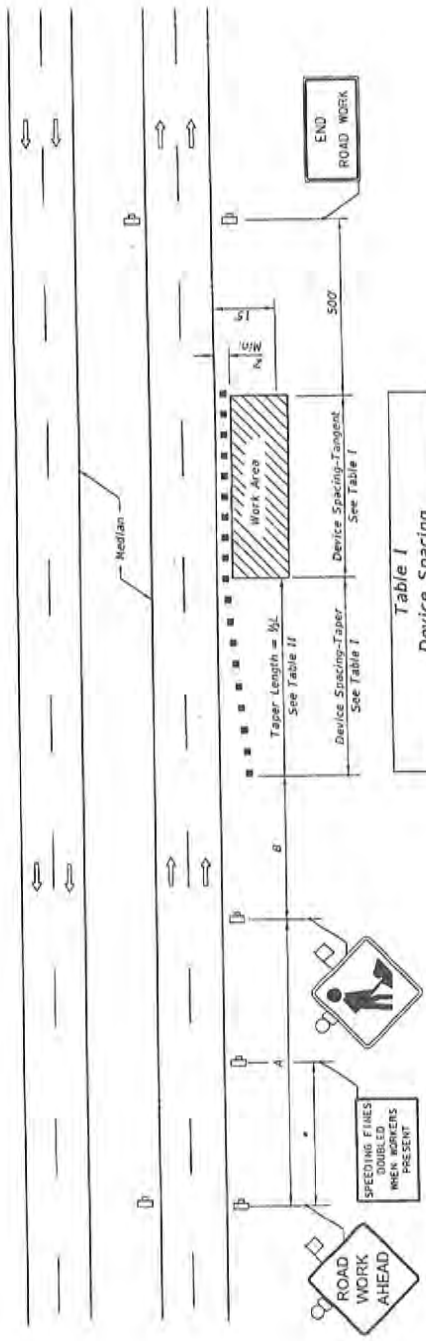


Table II
Taper Length - Shoulder

| Speed (mph) | T/L (ft.) | | Notes |
|-------------|-----------|------------|-------|
| | 8' Shldr. | 12' Shldr. | |
| 25 | 28 | 35 | 42 |
| 30 | 40 | 50 | 60 |
| 35 | 55 | 68 | 82 |
| 40 | 72 | 90 | 107 |
| 45 | 120 | 150 | 189 |
| 50 | 133 | 167 | 200 |
| 55 | 147 | 188 | 220 |
| 60 | 160 | 200 | 240 |
| 65 | 173 | 217 | 260 |
| 70 | 187 | 233 | 280 |

Table I
Device Spacing

| Speed (mph) | Max. Distance Between Devices (ft.) | |
|-------------|-------------------------------------|--|
| | Cones or Tubular Markers | Type I or Type II Barricades or Vertical Panels or Discs |
| 25 | 25 | 25 |
| 30 to 45 | 25 | 50 |
| 50 to 70 | 25 | 50 |
| | Taper | Tangent |
| | 50 | 50 |
| | 25 | 100 |

DISTANCE BETWEEN SIGNS

| Speed | Spacing (ft.) | |
|-------------------|---------------|-----|
| | A | B |
| 40 mph or less | 200 | 200 |
| 45 mph | 350 | 350 |
| 50 mph or greater | 500 | 500 |

* 500' beyond the ROAD WORK AHEAD sign or midway between signs whichever is less.

GENERAL NOTES

- If the work operation encroaches on the through traffic lanes or when four or more work vehicles enter the through traffic lanes in a one hour period (excluding establishing and terminating the work area), a flagger shall be provided and a FLAGGER sign shall be substituted for the WORKERS sign. The flagger shall be positioned at the point of vehicle entry or departure from the work area.
- This TCZ plan also applies to work performed in the median more than 2' but less than 15' from the edge of travelway.
- When work is being performed on a multilane undivided roadway the signs normally mounted in the median (as shown) shall be omitted.
- WORKERS signs to be removed or fully covered when no work is being performed.
- SHOULDER WORK sign may be used as an alternate to the WORKER symbol sign.
- When a side road intersects the highway within the TTC zone, additional TTC devices shall be placed in accordance with other applicable TCZ indexes.
- For general TCZ requirements and additional information, refer to Index No. 600.

DURATION NOTES

- Signs and channelizing devices may be omitted if all of the following conditions are met:
 - Work operations are 60 minutes or less.
 - Vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating.

CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCRUSHE THE AREA CLOSER THAN 15' BUT NOT CLOSER THAN 2' TO THE EDGE OF TRAVEL WAY.

SYMBOLS

- Work Area
- Sign With 18" x 18" (Min.) Orange Flag And Type B Light
- Channelizing Device (See Index No. 600)
- Work Zone Sign
- Lane Identification + Direction of Traffic

Table II
Buffer Space and Taper Length

| Speed (mph) | Buffer Space Dist. (ft.) | L (ft.) | Taper Length (2:1 Lateral Transition) | |
|-------------|--------------------------|---------|---------------------------------------|-----------------|
| | | | L (ft.) | Notes (Merge) |
| 25 | 155 | 125 | | |
| 30 | 200 | 180 | | WS ^a |
| 35 | 250 | 245 | | L = 60 |
| 40 | 305 | 320 | | |
| 45 | 360 | 540 | | |
| 50 | 425 | 600 | | |
| 55 | 495 | 660 | | L = WS |
| 60 | 570 | 720 | | |
| 65 | 645 | 780 | | |
| 70 | 730 | 840 | | |

When Buffer Space cannot be attained due to geometric constraints, the greatest attainable length shall be used, but not less than 200 ft.

For lateral transitions other than 2:1, use Where:

L = Length of taper in feet
W = Width of lateral transition in feet
S = Posted speed limit (mph)



Table I
Device Spacing

| Speed (mph) | Max. Distance Between Devices (ft.) | | |
|-------------|---|-------|---------|
| | Cones or Barricades or Vertical Tubular Markers | Taper | Tangent |
| 25 | 25 | 50 | 25 |
| 30 to 45 | 25 | 50 | 30 |
| 50 to 70 | 25 | 50 | 50 |
| | | | 100 |

GENERAL NOTES

1. Work operations shall be confined to one traffic lane, leaving the adjacent lane open to traffic.
 2. On undivided highways the median signs as shown are to be omitted.
 3. When work is performed in the median lane on divided highways, the channelizing device plan is inverted and left lane closed and lane ends signs substituted for the right lane closed and lane end signs.
- The same applies to undivided highways with the following exceptions:
- a. Work shall be confined within one median lane.
 - b. Additional barricades, cones, or drums shall be placed along the centerline abutting the work area and across the trailing end of the work area.
- When work on undivided highways occurs across the centerline so as to encroach on both median lanes, the inverted plan is applied to the approach of both roadways.
4. Signs and traffic control devices are to be modified in accordance with **INTERMITTENT WORK STOPPAGE** details (sheet 2 of 2) when no work is being performed and the highway is open to traffic.
 5. The two channelizing devices directly in front of the work area may be omitted provided vehicles in the work area have high-intensity rotating, flashing, oscillating, or strobe lights operating.
 6. When paired shoulders having a width of 8 ft. or more are closed, channelizing devices shall be used to close the shoulder in advance of the merging taper to direct vehicular traffic to remain within the travel way. See Index No. 612 for shoulder taper formulas.
 7. When a side road intersects the highway within the TTC zone, additional TTC devices shall be placed in accordance with other applicable TCZ indexes.
 8. This TCZ plan does not apply when work is being performed in the middle lane(s) of a six or more lane highway. See Index No. 614.
 9. For general TCZ requirements and additional information, refer to Index No. 600.

DISTANCE BETWEEN SIGNS

| Speed | Spacing (ft.) | | |
|-------------------|---------------|------|------|
| | A | B | C |
| 40 mph or less | 200 | 200 | 200 |
| 45 mph | 350 | 350 | 350 |
| 50 mph | 500 | 500 | 500 |
| 55 mph or greater | 2640 | 1640 | 1000 |

* The ROAD WORK 1 MILE sign may be used as an alternate to the ROAD WORK AHEAD sign and the RIGHT LANE CLOSED 1/2 MILE sign may be used as an alternate to the RIGHT LANE CLOSED AHEAD sign.

** 500' beyond the ROAD WORK AHEAD sign or midway between signs whichever is less.

SYMBOLS

- Work Area
- Sign with 18x18 (Min) Orange Flag and Type B Light
- Channelizing Device (See Index No. 600)
- Work Zone Sign
- Advance Warning Arrow Board

DURATION NOTES

1. Temporary white edgeline may be omitted for work operations less than 3 consecutive calendar days.
2. For work operations up to approximately 15 minutes, signs, channelizing devices, arrow board, and buffer space may be omitted if all of the following conditions are met:
 - a. Speed limit is 45 mph or less.
 - b. No sight obstructions to vehicles approaching the work area for a distance equal to the buffer space and the taper length combined.
 - c. Volume and complexity of the roadway has been considered.
 - d. The closed lane is occupied by a class 5 or larger, medium duty truck(s) with a minimum gross weight vehicle rating (GVWR) of 16,000 lb with high-intensity, rotating, flashing, oscillating, or strobe lights mounted above the cab height and operating.
3. For work operations up to 60 minutes, arrow board and buffer space may be omitted if conditions a, b, and c in DURATION NOTE 2 are met, and vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating.

CONDITIONS

WHERE ANY VEHICLE EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCRUSH ON THE LANE ADJACENT TO EITHER SHOULDER AND THE AREA 2' OUTSIDE THE EDGE OF TRAVEL WAY.

FDOT DESIGN STANDARDS
FY 2012/2013

MULTILANE, WORK WITHIN TRAVEL WAY
MEDIAN OR OUTSIDE LANE

INDEX SHEET
NO. 613
1

REVISION: 07/01/09

PERMIT VOID UNLESS DOT SARASOTA OPERATIONS OFFICE NOTIFIED 48 HOURS IN ADVANCE OF STARTING WORK.
PHONE: (941) 359-7300

IF A LANE CLOSURE IS WITHIN THE PROJECT LIMITS, THE PERMITTEE MUST NOTIFY THE DEPARTMENT 14 DAYS PRIOR TO A LANE CLOSURE TO ALLOW THE DEPARTMENT TO INFORM THE MOTORING PUBLIC. FAILURE TO CALL MAY RESULT IN A DELAY TO BEGIN WORK.

IF NO CLOSURES ARE REQUIRED THE SARASOTA OPERATIONS OFFICE MUST BE NOTIFIED 48 HOURS IN ADVANCE OF STARTING WORK. FAILURE TO CALL MAY RESULT IN A DELAY TO BEGIN WORK.

LANE CLOSURES AND OTHER WORK MAY BE RESTRICTED BY THE FDOT DUE TO HEAVY TRAFFIC AND POTENTIAL BACKUPS CAUSED BY THIS CONSTRUCTION. NIGHT WORK MAY BE REQUIRED.

DISTRICT ONE LANE CLOSURE POLICY MAY REQUIRE WORK TO BE PERFORMED DURING NIGHT TIME HOURS DUE TO LANE ANALYSIS AND/OR LANE RESTRICTIONS.

APPLICANT IS RESPONSIBLE FOR NOTIFYING OWNERS OF ALL EXISTING AERIAL AND BURIED UTILITIES OF PROPOSED DRIVEWAY AND RESOLVING ANY CONFLICTS BEFORE CONSTRUCTION BEGINS.

IN ACCORDANCE WITH FLORIDA STATUS 335.18 PERMITTEE SHALL BE REQUIRED TO BEAR THE COST OF FUTURE ACCESS MODIFICATIONS, TRAFFIC CONTROL DEVICES OR OTHER IMPROVEMENTS, WHEN DETERMINED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION TO BE IN CONJUNCTION WITH ACCEPTED ENGINEERING PRACTICES.

ALL CONSTRUCTION AND/OR MAINTENANCE ON THE DEPARTMENT'S RIGHT-OF-WAY SHALL CONFORM TO THE FEDERAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) THE DEPARTMENT'S ROADWAY AND TRAFFIC DESIGN STANDARDS AND BRIDGE CONSTRUCTION.

PERMITTEE/CONTRACTOR MUST WAIT 30 DAYS TO ALLOW ASPHALT FRICTION COURSE TO CURE BEFORE PLACING THERMOPLASTIC STRIPING.

OUR REVIEW COMMENTS ARE NOT INCLUDED TO BE INCLUSIVE OF ALL ERRORS AND OMISSIONS. OUR COMMENTS ARE ALSO NOT INTENDED TO AFFECT THE SCOPE OF WORK OR TO BE CONTRARY TO FHWA POLICY, FDOT DESIGN CRITERIA OR SOUND ENGINEERING PRACTICE. THE CONSULTANT/ENGINEER IS SOLELY RESPONSIBLE FOR THE TECHNICAL ACCURACY, ENGINEERING JUDGEMENT, AND QUALITY OF HIS WORK.

ALL CONTRACTORS AND SUBCONTRACTORS SHALL BE RESPONSIBLE FOR COMPLIANCE WITH PERMITTED M.O.T. PLAN.

SOD ALL PORTIONS OF DISTURBED RIGHT-OF-WAY.

NOTE: ALL ABOVE GROUND APPURTENANCES TO BE LOCATED AT RIGHT-OF-WAY LINE.

DENSITY REPORTS ARE TO BE SUBMITTED PRIOR TO PLACEMENT OF PAVEMENT.

"PRIOR TO EXCAVATING CONTACT THE CLERK OF THE CIRCUIT COURT FOR POSSIBLE GASOLINE CONFLICT."

THE APPLICANT SHALL NOT, DURING AND AFTER COMPLETION OF PERMITTED CONSTRUCTION, INTRODUCE ANY FORM OR METHOD OF SITE DRAINAGE DISCHARGE INTO THE DRAINAGE FACILITIES ON THE DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY OR EASEMENT. ANY DISCHARGE SHALL BE IN VIOLATION OF THIS PERMIT.

"PERMITTEE IS CAUTIONED THAT UTILITIES MAY BE LOCATED WITHIN THE CONSTRUCTION AREA."

IT IS THE RESPONSIBILITY OF THE PERMITTEE TO DETERMINE AND COMPLY WITH ALL COUNTY AND MUNICIPAL ORDINANCES THAT ARE RELATIVE TO THE CONSTRUCTION OR OTHER ACTIVITY DESCRIBED ON THIS PERMIT AND ARE MORE STRINGENT THAN DEPARTMENT OF TRANSPORTATION REQUIREMENTS.

N.P.D.E.S. REQUIRES THAT STORM WATER CONTROL MEASURES BE IMPLEMENTED ON ANY PROJECT ON PUBLIC TRANSPORTATION FACILITY RIGHTS-OF-WAY INCLUDING, BUT NOT LIMITED TO MEASURES DESCRIBED IN F.D.O.T. STANDARD DESIGN INDEX DRAWING NUMBERS 102, 103 AND 104.

"IF CONSTRUCTION, RECONSTRUCTION, REPAIR OR MAINTENANCE ACTIVITY NECESSITATES THE CLOSING OF ONE OR MORE TRAVEL LANES OF ANY ROAD ON THE STATE PRIMARY, COUNTY ROAD OR CITY STREET SYSTEM, FOR A PERIOD OF TIME EXCEEDING TWO HOURS, THE PARTY PERFORMING SUCH WORK WILL BE RESPONSIBLE TO GIVE NOTICE TO THE APPROPRIATE LOCAL LAW ENFORCEMENT AGENCY WHICH HAS JURISDICTION WHERE SUCH ROAD IS LOCATED PRIOR TO COMMENCING WORK ON THIS PROJECT"
335.15 F.S.91, 336.048 F.S.91



October 7, 2010

Cardno TBE

380 Park Place Blvd., Suite 300
Clearwater, FL 33759

Attention: Mr. Tom Fulton, P.E.
Director of Roadway Design

Re: Geotechnical Services Report
Ft. Hamer Road at US 301 Intersection Improvements
Manatee County, Florida
TBE Project No. 00193-008-03 FF
PSI Project No. 0775515

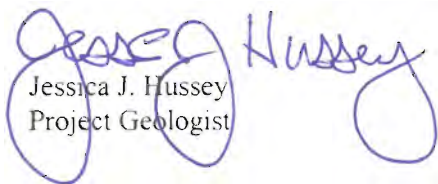
Dear Mr. Fulton:

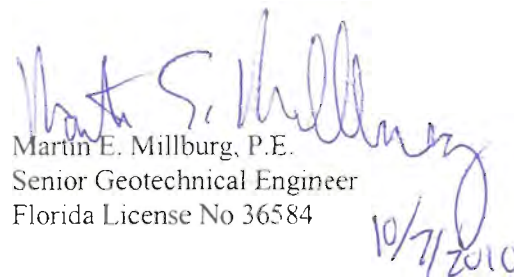
Professional Service Industries, Incorporated (PSI) is pleased to submit this Geotechnical Report for the proposed roadway improvements. Included in this report are the methods, procedures, field results, analyses, and evaluations for the proposed roadway alignment. This geotechnical exploration was authorized through a subcontract agreement between Cardno TBE and PSI dated March 15, 2010 and PSI Proposal 775-9466 (rev.2).

PSI appreciates the opportunity of providing our services to Cardno TBE and Manatee County on this project. If you have questions concerning the contents of this report or need additional information, please do not hesitate to contact our office.

Respectfully submitted,

PROFESSIONAL SERVICE INDUSTRIES, INC.
CERTIFICATE OF AUTHORIZATION 3684


Jessica J. Hussey
Project Geologist


Martin E. Millburg, P.E.
Senior Geotechnical Engineer
Florida License No 36584
10/7/2010

GEOTECHNICAL ENGINEERING REPORT
FT. HAMER ROAD AT US 301 INTERSECTION
IMPROVEMENTS
PARRISH, MANATEE COUNTY, FLORIDA
TBE PROJECT NO. 00193-008-03 FF
PSI PROJECT NO. 0775515

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1.0 INTRODUCTION

1.1 PROJECT INFORMATION

This study is to support the design of the proposed realignment of Ft. Hamer Road from 56th St. East, across from Britt Road, towards the north, northwest for approximately 1,500 feet to US 301 near 121st Ave. A new 400 feet long spur road from the old Ft. Hamer Road to the new alignment is also planned. An ultimate four lane divided urban roadway with a 22 foot raised median is planned. In addition to the 12 foot wide travel lanes, a bicycle lane and sidewalk is also planned along the east side of the new alignment.

Ponds and mast arm signal poles are also planned to be included in this project. This project includes four mast arms signal light poles at the intersection of US 301 and the proposed intersection with Ft. Hamer Road/ 121st Ave E. In addition, one stormwater pond will be constructed along the northern side of the proposed Ft. Hamer Road alignment.

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

1.2 SITE DESCRIPTION

The proposed corridor extends from Ft. Hamer Road just north of 56th St. East north, northwest to US 301, near 121st Ave E. The proposed roadway realignment is located within Section 32 in Township 33 South and Range 19 East in Manatee County. The location of the project corridor is presented on **Sheet 1** in **Appendix B** in the form of USDA and USGS vicinity maps. The proposed roadway alignment essentially traverses along the west side Ft. Hamer Road right of way for the first 400 feet, then heads northwest through two residential properties for the following 500 feet. The alignment continues north, northwest through undeveloped grassed fields for 400 feet. The remaining 200 feet of alignment which connects to US 301 is through a defunct commercial property. No significant elevation change was observed across the alignment.

2.0 SCOPE OF SERVICES

Our services for this project consisted of providing geotechnical engineering services in general accordance with the Florida Department of Transportation (FDOT) "Soils and Foundation Handbook" and the scope of services as defined in the Subcontract Agreement dated February 25, 2009.

The purpose of this report was to identify the subsurface conditions along the proposed roadway alignment in order to make engineering recommendations in each of the following areas:

1. General assessment of the area geology based on our past experience and review of available geological literature.



2. Soil stratigraphy at the boring locations. Development of the soil profiles along the proposed roadway alignment to provide the anticipated soil conditions within the depth of influence.
3. Assessment of the existing soil subgrade and groundwater conditions along the subject alignment to determine their suitability for pavement support.
4. General location and description of potential deleterious materials encountered in the borings which may interfere with construction progress or pavement performance, including existing fills or surficial organics.
5. Observed groundwater levels and estimated normal seasonal high groundwater levels at the boring locations.
6. Pond design criteria including depth to the seasonal high groundwater, depth to the confining layer, and the fillable porosity.
7. Soil parameters required for the proposed signal light poles.

The scope of services for the geotechnical testing program associated with the proposed improvements for this project included the following:

1. Conducted a general visual reconnaissance of the site and coordinated boring locations with a survey of the baseline performed on site.
2. Submitted utility clearances for proposed boring locations. Performed field reconnaissance to determine site access and stake the boring locations. Met with onsite utility locators to clear boring locations.
3. Reviewed readily available published geologic and topographic information including the "Soil Survey of Manatee County, Florida" published by the United States Department of Agriculture (USDA) Soil Conservation Service (SCS) and the "Parrish, Florida" Quadrangle Map published by the United States Geologic Survey (USGS).
4. Performed a roadway soil survey consisting of auger soil borings generally extending 5 to 15 feet below the existing grades. The borings were generally performed at approximate intervals of 100 feet along the project alignment.
5. Collected two (2) bulk samples of the near surface soils for the purpose of performing LBR test to assist with pavement design.
6. Performed two (2) Standard Penetration Test (SPT) borings extended to a depth of 25 feet below the ground surface for the proposed signal poles. Soil

samples and SPT resistances were collected virtually continuously for the upper 4-10 feet and at intervals of 5 feet thereafter. The upper 4 feet were excavated using a hand auger to reduce the potential for damaging any unknown utilities. Representative soil samples were returned to the Tampa office for visual classification and testing.

7. Two (2) power auger borings were performed within the proposed stormwater pond area to a depth of 15 feet each. Samples were continuously collected for the upper 10 feet and at intervals of 5 feet thereafter. The boreholes were grouted to the ground surface upon completion.
8. Visually examined and classified the sampled soils for roadway borings and ponds according to the American Association of State Highway and Transportation Officials (AASHTO) Soil Classification System. Classified structural borings for mast arm signal poles using Unified Soil Classification System (USCS).
9. Conducted a limited laboratory testing program consisting of gradation analysis, Atterberg Limit tests, organic content tests and natural moisture content tests to assist in soil classification, development of the roadway, mast arms, and pond soil survey and to determine selected soil properties.
10. Measured groundwater levels and estimated the normal seasonal high groundwater level at each boring location. Estimated seasonal high groundwater elevations in the proposed pond area based upon elevations of the ground surface provided by Cardno TBE.
11. Developed engineering recommendations for the design and construction of the subgrade and pavement for the proposed roadway improvements.
12. Prepared this Final Geotechnical report summarizing pertinent information from our review of previous geotechnical data, the field and laboratory testing program results, and the subsurface soil and groundwater conditions encountered.

3.0 SUBSURFACE EXPLORATION

3.1 B BORING LOCATIONS

All of the roadway borings performed along the subject alignment or adjacent to it were referenced to the Ft. Hamer Realignment baseline survey as staked in the field by others. The boring locations were determined and established in the field by PSI based on survey markers and the existing features shown on the plans and aerial photographs provided.



The pond borings were performed at locations marked on a provided aerial photograph. The boring locations were determined in the field by measuring distances from known site features.

The mast arm signal poles were performed at general locations requested by Cardno TBE. The borings were offset slightly from the plans provided to avoid buried utilities.

3.2 R ROADWAY SOIL BORINGS

To evaluate the subsurface conditions along the proposed roadway alignment hand auger borings were generally performed at 100-foot intervals and staggered to the left and right of the baseline survey. The roadway borings generally extended to depths of five (5) to fifteen (15) feet below existing grades at the time our field exploration. The five feet deep borings were performed using a hand auger. The hand auger borings were performed by manually twisting and advancing a bucket auger into the ground in 4 to 6 inch increments. As each soil type was revealed, representative samples were placed in air-tight jars and returned to the PSI Tampa office for review by a geotechnical engineer and confirmation of the field classification.

The fifteen feet deep borings were advanced using a power auger on a truck mounted drilling rig. The power auger borings were performed by advancing a rotating flight auger slowly into the ground in a “corkscrew” fashion. The flight auger is then retrieved; soil samples were taken at intervals of approximately 2 feet and were placed in air-tight jars for transportation and returned to the Tampa office for review by a geotechnical engineer and confirmation of the field classification. After performing the auger borings, the boreholes were backfilled with available existing materials for safety. Drilling and sampling techniques were accomplished in general accordance with ASTM Standards.

The approximate boring locations for the subject alignment are presented on **Sheet 2** in **Appendix B**.

3.3 B BULK SAMPLING FOR LIMEROCK BEARING RATIO (LBR) TESTS

Bulk samples were retrieved from the near surface soils for LBR testing at two locations along the proposed roadway alignment. The LBR samples were taken at stations 19+05 30 LT and 101+00 30 RT. The LBR results are presented in **Table 4** of **Appendix A**. The graphical results are presented in **Appendix C**.

4.0 LABORATORY TESTING

4.1 SOIL CLASSIFICATION TESTING

Representative soil samples collected from the borings were visually reviewed in the laboratory by a geotechnical engineer to confirm the field classification. The samples from the roadway borings and pond were classified in general accordance with the American Association of State Highway and Transportation Officials (AASHTO) Classification System. The samples from the signal pole



borings were classified in general accordance with the Unified Soil Classification System (USCS). Classification was based on visual observations with the aid of the laboratory test results performed on selected representative samples. Laboratory classification tests consisting of grain-size analysis (gradation), Atterberg Limits, organic content and natural moisture content tests were performed on selected soil samples believed to be representative of the materials encountered.

4.2 L LABORATORY TEST RESULTS

The laboratory test results performed for the roadway soil borings are summarized on **Table 3** in **Appendix A**.

5.0 GENERALIZED SUBSURFACE SOIL CONDITIONS

5.1 G GENERAL GEOLOGY

Surface and near surface sediments in Manatee County consist of Pleistocene to Holocene quartz sands, consolidated and unconsolidated shell beds, clays, limestone and dolomite. These soils generally make up the shallow unconfined aquifer system.

Some portions of eastern Manatee County also include the Peace River Formation within this stratigraphic profile. The Peace River Formation makes up the upper most part of the Hawthorne Group. This formation is absent in parts of the county. The formation consists of sediments of yellowish-gray to light olive green interbedded phosphatic sands, clayey sand, clays and dolomite stringers. The thickness of the formation ranges from 0 to 110 feet thick.

The Arcadia Formation makes up most of the Hawthorne Group throughout Manatee County. The top of the Arcadia Formation is encountered at approximately mean sea level in southeastern Manatee County to just over 100 feet below mean sea level in the southern part of the county. The Arcadia Formation dips gently to the south-southeast. The thickness of this formation ranges from approximately 300 to over 490 feet. The makeup generally consists of white to yellowish-gray quartz sand, phosphatic, sometimes clayey dolomites and limestones. Occasional beds of carbonate rich quartz sand and thin clay beds are present.

The lower unit of the Suwannee Limestone is generally a pale gray to light yellow calcitic limestone. The lower unit is typically softer, more calcitic and less porous and fossiliferous than the upper unit and may contain finely divided pyrite. The top of the Suwannee Limestone is encountered at approximately 360 feet below mean sea level in the southeastern-most part of the county; the top of the Suwannee Limestone is encountered at depths of approximately 150 feet in other parts of the county.

The Oligocene Series consists of Suwannee Limestone. This is generally broken down into two (2) units. The upper unit of the Suwannee Limestone is a creamy white to light yellowish gray limestone containing darker dolomitized zones. The undolomitized portions are variable packstone to wackestone, poorly to well indurated and variably recrystallized. The upper unit is



highly fossiliferous, containing abundant poorly preserved foraminifera, mollusks, echinoids and corals.

5.2 M ANATEE COUNTY SOIL SURVEY

The USDA Soil Survey map for the project vicinity was reviewed for information regarding near surface soil and groundwater information. A copy of the USDA Soil Survey has been attached as **Sheet 1** of **Appendix B**. The Manatee County Soil Survey identifies two primary mapping units along the roadway alignment. **Table 1** in **Appendix A** summarizes the general descriptions of the mapping units encountered.

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

5.3 USGS TOPOGRAPHIC SURVEY

The published USGS topographic survey maps entitled “Parrish, Florida” was reviewed for ground surface features along the project route. Based on this review, the natural ground surface elevation within the project vicinity range is about +45feet.

5.4 R ROADWAY SOIL BORING RESULTS

Based upon the exploratory borings and results of the laboratory testing, the near surface soils along the project alignment and proposed ponds have been grouped into six categories/strata. Each stratum group exhibits a range of engineering properties related to their suitability for roadway construction as outlined by FDOT Standard Index 505. **Sheet 4** is provided in **Appendix B** shows the general range of engineering properties measured in the laboratory and suitability of the various soil strata encountered during our exploration.

The results of the auger borings performed for the proposed roadway are presented on **Sheet 2** of **Appendix B**, along with the profile legend and other pertinent information such as measured groundwater levels. Soil stratification is based on an examination of the recovered soil samples, the laboratory testing, and interpretation of field boring logs by a geotechnical engineer. The stratification lines represent the approximate boundaries between soil types of significantly different engineering properties. The actual transition may be gradual. In some cases, small variations in properties not considered pertinent to our engineering evaluation may have been abbreviated or omitted for clarity. The profiles represent the conditions at the boring locations only and variations may occur among the borings.

In general, the soil strata encountered in the auger borings performed along the proposed Ft. Hamer Rd realignment are summarized in the following table:



| STRATUM | SOIL DESCRIPTION | AASHTO SOIL CLASSIFICATION |
|---------|--|----------------------------|
| 1 | Light to Dark Gray, Brown Fine Sand | A-3 |
| 2 | Light to Dark Brown Slightly Silty Sand (Non-Plastic) | A-2-4 |
| 3 | Brown, Light to Dark Gray Slightly Silty/Clayey Sand (Plastic) | A-2-4 |
| 4 | Brown, Gray Clayey Sand | A-2-6 |
| 5 | Gray Sandy Clay | A-6 |
| 6 | Dark Brown Silty Organic Sand | A-8 |

5.5 P OND SOIL BORING RESULTS

In the two pond borings performed fine sand to slightly silty fine sand (AASHTO Classification A-3) was encountered from the ground surface to a depth of 4 to 6 feet. Clayey sand (A-2-6) was then found below to the boring termination of 15 feet.

The description presented above is of a generalized nature to highlight the major subsurface features and material characteristics. The soil profiles included on **Sheet 5** of **Appendix B** should be reviewed for specific information at the individual boring locations. The stratifications shown on the boring profiles represent the conditions only at the actual boring locations. Variations may occur and should be expected throughout the site. The stratifications represent the approximate boundary between subsurface materials and the actual transition may be gradual.

5.6 S IGNAL POLE BORING RESULTS

The SPT boring procedure was conducted in general conformance with ASTM D-1586. SPT sampling was completed using a split barrel sampler with a 1.5 inch I.D. barrel and a 1³/₈ inch I.D. open shoe. A liner was not used within the barrel. Closely spaced soil sampling was performed from a depth of about 4 to 10 feet with a 5 foot sample interval used thereafter. The initial 4 feet of the borings was augered to avoid possible utility conflicts. After seating the sampler 6 inches, the number of successive blows required to drive the sampler 12 inches into the soil constitutes the test result commonly referred to as the N-value. The N-value has been empirically correlated with various soil properties and is considered to be indicative of the relative density of cohesionless soils and the consistency of cohesive soils. The recovered split spoon samples were visually classified in the field with representative portions of the samples placed in jars and transported to our Tampa office for review by a geotechnical engineer and for confirmation of the field classification.

The boring performed at the southwest corner of the intersection of US 301 and future Ft. Hamer Road (Boring S-1) encountered fine sand to slightly silty sand (USCS Classification SP/SP-SM) from the ground surface to about 6 feet deep. The SPT resistances in these upper sands indicate medium dense soil conditions. From about 6 to 10 feet deep dense clayey sand (SC) was encountered with N-value of 44 to greater than 50 blows per foot. Below about 10 feet to the boring termination depth the N-values ranged from 6 to 15 blows per foot indicating loose to medium dense soil conditions. The materials were fine sand to slightly silty fine sand (SP/SP-SM) and clayey sand (SC).



The boring performed on the northeast corner of US 301 and 121st Ave E. (Boring S-2) encountered fine sand to slightly silty fine sand (SP/SP-SM) and clayey sand (SC) in the upper 15 feet. The N-values ranged from 4 to 8 blows per foot. Below 15 feet to the boring termination depth of 25 feet the soils were clayey sand (SC) with increasing SPT resistances. The N-values in the deeper soils ranged from 25 to 28 blows per foot.

The results of the subsurface exploration program including the soil profiles and some pertinent exploration information such as SPT N-values are graphically presented on **Sheet 6 of Appendix B**. Soil stratification is based on review of recovered soil samples and interpretation of field boring logs by a geotechnical engineer. The stratification lines represent the approximate boundaries between soil types; however, the actual transition may be gradual. The borings were visually classified using the Unified Soil Classification System. Minor variations not considered important to our engineering evaluation may have been abbreviated or omitted for clarity. **Sheet 6** presents soil parameters for each soil strata encountered in this project. Included in the soil parameter table are the soil unit weight, friction angle, cohesion, and coefficients of active and passive earth pressure.

5.7 G ROUNDWATER

The depth to the static water table was measured after a short stabilization period following completion of each soil boring. Water tables were generally found to range from 3 to 5 feet below the existing ground surface. The groundwater table depths measured at each boring location during our field survey, when encountered, are presented on **Sheets 3, 5 and 6 of Appendix B**.

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, such as existing swales, drainage ponds and underdrains. The estimated seasonal high groundwater levels provided are based upon current conditions at the project site and do not account for proposed improvements or future conditions following the altering of the area during construction. In addition, a seasonal effect will also occur in which higher groundwater levels are normally recorded during the rainy seasons. Water levels obtained in SPT borings may be affected by the use of drilling mud and should not be considered as reliable as observations made in borings where drilling mud was not used.

Seasonal high groundwater table depths were estimated at all boring locations for the proposed roadway alignment, pond and signal pole locations. Observed and estimated groundwater level information is presented in **Table 2 in Appendix A**. These estimates are based on the soil stratigraphy, measured groundwater levels in the borings, USDA information and past experience. In areas where subsurface soil conditions were disturbed, normal indications such as “stain lines” were not evident.



6.0 ROADWAY EVALUATIONS & RECOMMENDATIONS

6.1 P PAVEMENT DESIGN CONSIDERATIONS

LBR samples have been collected at two locations along the proposed roadway alignment.

An approximate LBR value should be used in design for fill soils used beneath the proposed pavement section unless borrow sources are known and tested. When fill sources are not known, based on previous experience, a design LBR value of 20 should be available from typical compacted “Select” fill as defined in Index 505. LBR tests on near surface soils yielded design LBR values of 47-48 based on the +/- 2% of optimum method.

It is recommended that the subgrade soils be stabilized to a minimum LBR of 40. The amount of stabilizing material required will vary depending on the LBR values of the borrow materials.

Groundwater levels along the corridor varied from 3 feet less to 5 feet below the existing ground surface. Groundwater levels may be within 2 feet of the ground surface during the rainy season. In accordance with FDOT guidelines, grades for this type of roadway should be ideally set to provide a minimum separation of 3 feet between the bottom of the base and the estimated seasonal high groundwater levels. The choice of base material would depend upon the relationship of final roadway improvement grades and the bottom of the base to the estimated seasonal high groundwater table levels.

6.2 S OIL USAGE SUMMARY

In general, the existing subsurface soils should be acceptable for construction to support a typical embankment pavement section after proper subgrade preparation. Unsuitable soils or debris, if encountered within the construction limits during construction, should be removed and replaced with compacted select fill as outlined herein.

The generalized soil strata information is shown on **Sheet 4** in **Appendix B**. Material use and/or removal should be completed in accordance with FDOT Indices 500 and 505. Materials directly beneath the base should be “SELECT” materials. The following summarizes the generalized use or non-use of the soils and materials that will most likely be encountered during construction.

- The material from Strata number 1 (A-3) appears satisfactory for use in the embankment when utilized in accordance with Index 505.
- The material from Stratum number 2 (A-2-4/Non-Plastic) and Stratum number 3 (A-2-4/Plastic) appears satisfactory for use in the embankment when utilized in accordance with Index 505. 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 number 4 (A-2-6) and number 5 (A-6) is highly plastic and shall be removed in accordance with Index 500. It may be used within the project limits as indicated in Index 505 only when excavated within the project limits and is not to be used when obtained from outside the project limits.
- The material from Stratum number 6 is organic (A-8) material and shall be removed in accordance with Index 500.

6.3 O ORGANIC SOIL REMOVAL

Organic soils, classified as Stratum 6 (A-8), were encountered in roadway borings at the following locations: Station 14+00, 30 feet right and Station 22+00, 30 feet left. Organic soils are highly compressible and may cause excessive settlements if left in-place. This material is also susceptible to significant secondary compression settlements. The organic soils were encountered at the boring locations at depths greater than 4 feet below the existing ground surface.

The Muck Delineation Plan on **Sheet 10** of **Appendix B** indicates the extent of organic soils encountered in our additional hand auger borings. We anticipate these organic soils will be removed.

The removal of topsoil and other shallow surficial organic soil deposits should be accomplished in accordance with FDOT Standard Specification for Road and Bridge Construction, Section 110 and as outlined in the Soil Survey Summary table notes on **Sheet 9** of **Appendix B**. Backfill should consist of materials conforming to Standard Index 505 and placed in accordance with Section 120 of the Standard Specification.

6.4 T TEMPORARY SIDE SLOPES

In areas where temporary excavation side slopes are feasible, side slopes may stand near one (1) horizontal to one (1) vertical (1H:1V) for short dry periods of time (less than 24 hours) and a maximum excavation depth of five (5) feet. Where restrictions will not permit slopes to be laid back as presented above, the excavation should be shored in accordance with the most current Occupational Safety and Health Administration (OSHA) requirements. Furthermore, open-cut excavations up to a maximum depth of five (5) feet (for periods longer than 24 hours) should be properly dewatered and sloped on 1.5H:1V or flatter or be braced using a bracing plan approved by a professional engineer licensed in the State of Florida. Excavated materials should not be stockpiled at the top of the slope within a horizontal distance equal to the excavation depth.

6.5 G GROUNDWATER CONTROL

Depending upon groundwater levels at the time of construction, some form of dewatering may be required to achieve the required compaction. Groundwater can normally be controlled in shallow



excavations with pumps and sumps. During subgrade soil preparation any plastic soils below design grade could become disturbed by construction activities. If this becomes the case, the contractor may be directed by the engineer to remove the disturbed or pumping soils to a depth of 1 to 2 feet below design grade and backfill the area with structural fill. In such situations, FDOT Indices 500 and 505 should be followed closely.

6.6 G GENERAL ROADWAY CONSTRUCTION RECOMMENDATIONS

The overall site preparation and mechanical densification work for the construction of the roadway, should be in accordance with the FDOT Standard Specifications for Road and Bridge Construction and Standard Index requirements.

6.7 L LATERAL EARTH PRESSURES

Walls for the culverts will be subject to lateral earth pressures. Walls which are restrained at the top and bottom will be subjected to at-rest soil pressures equivalent to a fluid unit weight of 55 pcf. Walls which are not restrained at the top and where sufficient movement may mobilize active earth pressures and an equivalent fluid weight of 36 pcf can be used. At locations where the base of the walls extends below the groundwater table, soil pressures can be calculated using half ($\frac{1}{2}$) the equivalent fluid density; however, hydrostatic and seepage forces must then also be included. The given soil pressures do not include any surcharge effects for sloped backfill; point or area loads behind the walls assume that adequate drainage provisions have been incorporated. The walls must be designed by the structural engineer to resist both lateral earth and hydrostatic pressures.

7.0 STORMWATER PONDS

7.1 G GENERAL

To evaluate the subsurface conditions at the pond site, two power auger borings were performed to an approximate depth of 15 feet below existing grades. The boring locations and soil profiles are shown on **Sheet 5** in **Appendix B**. Seasonal high groundwater information is found on **Table 3** of **Appendix A**.

The following design recommendations have been developed on the basis of the previously described project characteristics and subsurface conditions encountered. If there are any changes in these project criteria, including project location on the site, a review must be made by PSI to determine if any modifications in the recommendations will be required. The findings of such a review should be presented in a supplemental report.

Once final design plans and specifications are available, a general review by PSI is recommended as a means to check that the evaluations made in preparation of this report are correct and that earthwork recommendations are properly interpreted and implemented. If these services are desired, PSI can submit a proposal for them, if requested.



7.2 P OND DESIGN RECOMMENDATIONS

Borings PA-1 and PA-2 were performed in proposed pond area.

7.2.1 BASE OF AQUIFER

For the design of stormwater pond, the base of the aquifer can be determined by the depth to the confining layer. A confining layer is generally regarded as a soil stratum that will significantly impede the infiltration of water. Based on the soil borings performed, a confining layer is about 4 to 6 feet deep at the soil boring locations.

7.2.2 FILLABLE POROSITY

The porosity of a soil is the percentage of the total volume of the material that is occupied by pores or interstices. These pores may be filled with water or air and are referred to as void space. Generally, it is assumed 90 percent of the unsaturated void space is available for filling. From St. Johns Water Management District, special publication SJ93-SP10 (1993), the value for fillable porosity for fine sands can be expected to vary from 20 to 30 percent. Based on the soil profile encountered, we believe a value on the order of 20% should be assumed for the fillable porosity.

7.2.3 SUMMARY OF STORMWATER POND DESIGN RECOMMENDATIONS

| | |
|---|---------------|
| Approximate Base of Aquifer Depth | 4-6 feet deep |
| Estimated Seasonal High Groundwater Depth | 3 ½ feet deep |
| Fillable Porosity | 20% |

7.3 F ILL AVAILABILITY

The fine sand to slightly silty fine sands (SP/SP-SM) encountered from the ground surface to depths of about 4-6 to feet deep can be used as structural fill material provided it is free of significant clay, organics or deleterious materials.

7.4 E XCAVATIONS

In Federal Register, Volume 54, No. 209 (October 1989), the United States Department of Labor, Occupational Safety and Health Administration (OSHA) amended its "Construction Standards for Excavations, 29 CFR, Part 1926, Subpart P". This document was issued to better insure the safety of workmen entering trenches or excavations. It is mandated by this federal regulation that excavations, whether they be utility trenches, basement excavations or footing excavations, be constructed in accordance with the current OSHA guidelines. It is our understanding that these regulations are being strictly enforced and if they are not closely followed, the owner and the contractor could be liable for substantial penalties.



The contractor is solely responsible for designing and constructing stable, temporary excavations and should shore, slope, or bench the sides of the excavations as required to maintain stability of both the excavation sides and bottom. The contractors “responsible person”, as defined in 29 CFR, Part 1926, should evaluate the soil exposed in the excavations as part of the contractor’s safety procedures. In no case should slope height, slope inclination, or excavation depth, including utility trench excavation depth, exceed those specified in all local, state, and federal safety regulations.

We are providing this information solely as a service to our client. PSI does not assume responsibility for construction site safety or the contractor’s or other party’s compliance with local, state, and federal safety or other regulations.

8.0 MAST ARM SIGNAL POLE FOUNDATIONS

New mast arm signal poles are planned for the proposed intersection of the Ft. Hamer Road/121st Ave E and US Highway 301. Two (2) SPT borings were performed for the proposed mast arm signal poles to depths of 25 feet below existing grade.

The boring locations, soil profiles and soil parameters for the proposed signal poles are presented on **Sheet 6** in **Appendix B**. Included in the soil parameter table are the soil unit weight, friction angle, cohesion and coefficients of active and passive earth pressure.

It is our understanding that the foundation system for the proposed mast arm signal poles will be designed by others. Once the final loads are known, the signal pole foundations should be designed using the soil parameters provided on **Sheet 6** in **Appendix B**. The foundation design should also consider torsional loads created by wind action.

9.0 FHWA REPORT CHECKLIST

As referenced in the latest Structures Design Guidelines conformance to the FHWA Report “Checklist and Guidelines for Review of Geotechnical Reports and Preliminary Plans and Specifications” prepared by the Geotechnical and Materials Branch, FHWA, Washington, D.C., dated October 1985, is required when preparing geotechnical reports. The FHWA checklist for this report is enclosed in **Appendix D** of this report.

10.0 REPORT LIMITATIONS

Our professional 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. PSI 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 shallow soil conditions and does not include an evaluation of the potential of sinkhole development for the project site. The analyses and recommendations submitted in this report are based upon the anticipated location and type of construction and the data obtained from the soil borings performed at the locations indicated and does not reflect any variations which may 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. When final design plans and specifications are available, a general review by our office should be completed to check that the assumptions made in preparation of this report are correct and that earthwork and foundation recommendations are properly interpreted and implemented.

The scope of our services does not include any environmental assessment or investigation for the presence or absence of hazardous or toxic materials in the soil, groundwater, or surface water within or beyond the site studied. Any statements in this report regarding odors, staining of soils, or other unusual conditions observed are strictly for the information of our client.



APPENDIX A

TABLES 1 – 4

TABLE 1
SUMMARY OF USDA SOIL SURVEY
US 301 & FT. HAMER RD - INTERSECTION IMPROVEMENTS
MANATEE COUNTY, FLORIDA
PSI PROJECT NO. 0775515

| USDA MAP SYMBOL AND SOIL NAME | SOIL CLASSIFICATION | | | | SEASONAL HIGH WATER TABLE | | | RISK OF CORROSION | |
|-------------------------------|---------------------|--------------|---------------|----------------------|---------------------------|----------|-------------------|-------------------|----------|
| | DEPTH (in) | AASHTO GROUP | USCS GROUP | PERMEABILITY (in/hr) | DEPTH (ft) | KIND | DURATION (months) | UNCOATED STEEL | CONCRETE |
| (20) EauGallie Fine Sand | 0 - 28 | A-3 | SP, SP-SM | 6.0 - 20 | 0 - 1.0 | Apparent | Jun - Oct | High | Moderate |
| | 28 - 42 | A-3, A-2-4 | SP-SM, SM | 0.6 - 6.0 | | | | | |
| | 42 - 50 | A-2-4, A-2-6 | SM, SM-SC, SC | 0.6 - 6.0 | | | | | |
| | 50 - 65 | A-3, A-2-4 | SP-SM, SM | 2.0 - 6.0 | | | | | |
| (38) Palmetto Sand | 0 - 25 | A-3, A-2-4 | SP, SP-SM | 6.0 - 20 | 0 - 1.0 | Apparent | Jun - Nov | High | High |
| | 25 - 45 | A-3, A-2-4 | SP-SM | 6.0 - 20 | | | | | |
| | 45 - 64 | A-2-4, A-2-6 | SM, SM-SC, SC | 0.2 - 0.6 | | | | | |
| | 64 - 68 | A-3, A-2-4 | SM, SP-SM | 2.0 - 6.0 | | | | | |



TABLE 2
SUMMARY OF ESTIMATED SHGWL
US 301 & FT. HAMER RD - INTERSECTION IMPROVEMENTS
MANATEE COUNTY, FLORIDA
PSI PROJECT NO. 0775515

| BORING NUMBER | BORING LOCATION | | | BORING DEPTH (feet) | GROUNDWATER TABLE | | DATE RECORDED | ESTIMATED SHGWT ⁽²⁾ | |
|---------------|-----------------|---------------|---------------------------------|---------------------|-----------------------------|------------------|---------------|--------------------------------|------------------|
| | STATION NO. | OFFSET (feet) | ELEVATION (feet) ⁽³⁾ | | DEPTH ⁽¹⁾ (feet) | ELEVATION (feet) | | DEPTH (feet) | ELEVATION (feet) |
| B - 1 | 11 + 00 | 30 LT | - | 5 | 3 1/2 | - | 3/31/2010 | 2 1/2 | - |
| B - 2A | 12 + 00 | 30 RT | - | 5 | 3 1/2 | - | 3/31/2010 | 2 1/2 | - |
| B - 2B | 12 + 05 | 30 RT | - | 15 | 4 | - | 4/8/2011 | 2 1/2 | - |
| B - 3 | 13 + 00 | 30 LT | - | 5 | 3 1/2 | - | 3/31/2010 | 2 1/2 | - |
| B - 4 | 13 + 00 | 30 RT | - | 5 | 4 | - | 3/31/2010 | 3 | - |
| B - 5 | 14 + 00 | 30 RT | - | 5 | 3 1/2 | - | 3/31/2010 | 2 1/2 | - |
| B - 6 | 15 + 00 | 30 LT | - | 5 | 3 1/2 | - | 3/31/2010 | 2 1/2 | - |
| B - 7 | 16 + 00 | 30 RT | - | 5 | 3 1/2 | - | 3/31/2010 | 2 1/2 | - |
| B - 8 | 16 + 00 | 30 LT | - | 5 | 3 1/2 | - | 3/31/2010 | 2 1/2 | - |
| B - 9 | 17 + 00 | 30 LT | - | 5 | 3 1/2 | - | 3/31/2010 | 2 1/2 | - |
| B - 10 | 18 + 00 | 30 RT | - | 5 | 4 | - | 3/31/2010 | 3 | - |
| B - 11A | 19 + 00 | 30 LT | - | 5 | 3 1/2 | - | 3/31/2010 | 2 1/2 | - |
| B - 11B | 19 + 05 | 30 LT | - | 15 | 4 | - | 4/30/2011 | 2 1/2 | - |
| B - 12 | 19 + 00 | 30 RT | - | 5 | 3 1/2 | - | 3/31/2010 | 2 1/2 | - |
| B - 13 | 20 + 00 | 30 RT | - | 15 | 5 | - | 3/31/2010 | 4 | - |
| B - 14 | 21 + 00 | 30 LT | - | 5 | 3 1/2 | - | 3/31/2010 | 2 1/2 | - |
| B - 15 | 22 + 00 | 30 RT | - | 5 | 3 | - | 3/31/2010 | 2 | - |
| B - 16 | 22 + 00 | 30 LT | - | 5 | 4 | - | 3/31/2010 | 3 | - |
| B - 17 | 23 + 00 | 30 LT | - | 5 | 3 1/2 | - | 3/31/2010 | 2 1/2 | - |
| B - 18 | 24 + 00 | 30 RT | - | 5 | 3 1/2 | - | 3/31/2010 | 2 1/2 | - |
| B - 19 | 25 + 00 | 30 LT | - | 15 | 4 | - | 3/31/2010 | 3 | - |
| B - 20 | 25 + 00 | 30 RT | - | 5 | 3 1/2 | - | 3/31/2010 | 2 1/2 | - |
| B - 21 | 101 + 00 | 30 RT | - | 5 | 3 1/2 | - | 3/31/2010 | 2 1/2 | - |
| B - 22 | 102 + 00 | 30 LT | - | 5 | 3 1/2 | - | 3/31/2010 | 2 1/2 | - |
| PA - 1 | 14 + 86 | 136 LT | 45 | 15 | 4 | 41 | 9/23/2010 | 3 1/2 | 41 1/2 |
| PA - 2 | 16 + 29 | 120 LT | 45 | 15 | 4 | 41 | 9/23/2010 | 3 1/2 | 41 1/2 |
| S - 1 | 195 + 23 | 69 RT | - | 25 | 4 | - | 9/23/2010 | 3 1/2 | - |
| S - 2 | 197 + 17 | 82 LT | - | 25 | 4 | - | 9/23/2010 | 3 1/2 | - |

- (1) Depth below existing grades at the time of field work.
- (2) SHGWT indicates seasonal high groundwater table.
- (3) Based upon elevations provided by Cardno TBE.



**TABLE 3
SUMMARY OF LABORATORY TEST RESULTS
US 301 & FT. HAMER RD - INTERSECTION IMPROVEMENTS
MANATEE COUNTY, FLORIDA
PSI PROJECT NO. 0775515**

| ROADWAY BORING LOCATION | | | SAMPLE DEPTH (feet) | ORGANIC CONTENT (%) | MOISTURE CONTENT (%) | SIEVE ANALYSES (%) | | | | | ATTERBERG LIMITS (%) | | AASHTO GROUP | ROADWAY STRATUM NUMBER | USCS GROUP | SIGNAL POLE/ POND STRATUM NUMBER |
|-------------------------|---------------|------------|---------------------|---------------------|----------------------|--------------------|-----|-----|------|------|----------------------|----|--------------|------------------------|------------|----------------------------------|
| STATION NO. | OFFSET (feet) | BORING NO. | | | | #10 | #40 | #60 | #100 | #200 | LL | PI | | | | |
| 14 + 00 | 30 R | B-5 | 2 - 4 | 2 | 28 | - | - | - | - | 4 | - | - | A-3 | 1 | - | - |
| 14 + 00 | 30 R | B-5 | 4 - 5 | 5 | 38 | - | - | - | - | 8 | - | - | A-8 | 6 | - | - |
| 19 + 05 | 30 L | B-11B | 0 - 1 | - | 1 | - | - | - | - | 6 | - | - | A-2-4 | 2 | - | - |
| 22 + 00 | 30 L | B-16 | 4 - 5 | 5 | - | - | - | - | - | - | - | - | A-8 | 6 | - | - |
| 25 + 00 | 30 L | B-19 | 8 - 10 | - | 23 | - | - | - | - | 10 | - | - | A-2-4 | 3 | - | - |
| 25 + 00 | 30 L | B-19 | 10 - 12 | - | 23 | - | - | - | - | 25 | 22 | 5 | A-2-4 | 3 | - | - |
| 25 + 00 | 30 L | B-19 | 12 - 15 | - | - | 94 | 84 | 73 | 31 | 10 | - | - | A-2-4 | 2 | - | - |
| 101 + 00 | 30 R | B-21 | 0 - 1 | - | - | - | - | - | - | 3 | - | - | A-3 | 1 | - | - |
| 195 + 23 | 69 R | S-1 | 8 - 10 | - | 16 | - | - | - | - | 20 | - | - | - | - | SC | 2 |
| 197 + 17 | 82 L | S-2 | 20 - 25 | - | 34 | - | - | - | - | 27 | - | - | - | - | SC | 3 |
| 16 + 29 | 120 L | PA-2 | 8 - 10 | - | 23 | - | - | - | - | 21 | - | - | A-2-6 | 4 | - | - |



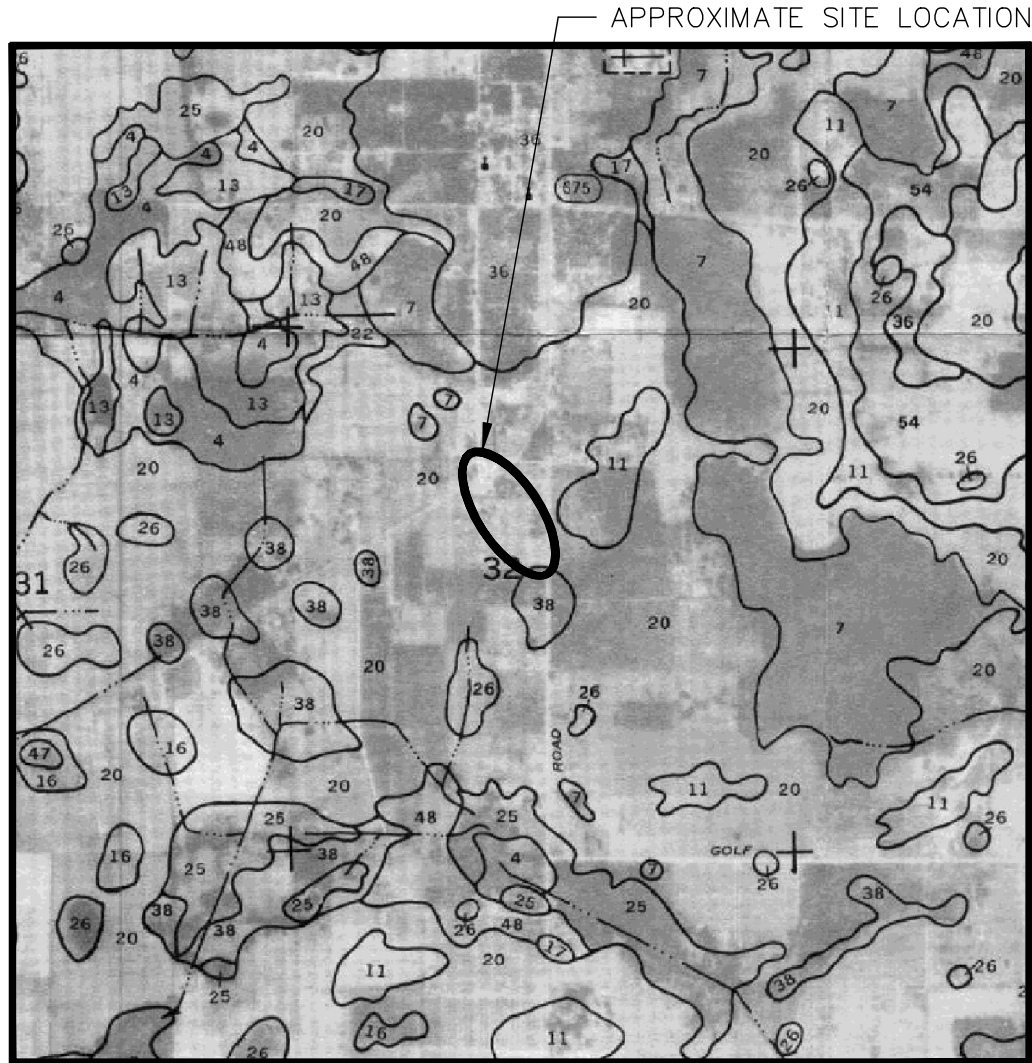
TABLE 4
SUMMARY OF LIMEROCK BEARING RATIO TEST RESULTS
US 301 & FT. HAMER RD - INTERSECTION IMPROVEMENTS
MANATEE COUNTY, FLORIDA
PSI PROJECT NO. 0775515

| SAMPLE LOCATION (feet) | | DEPTH (feet) | AASHTO CLASSIFICATION | STRATUM NUMBER | FINER THAN #200 SIEVE (%) | MAXIMUM DRY DENSITY (pcf) | OPTIMUM MOISTURE CONTENT (%) | LBR VALUE (%) | -2% OPTIMUM LBR VALUE (%) | +2% OPTIMUM LBR VALUE (%) |
|---------------------------|--------|-----------------|--------------------------|-------------------|---------------------------------|---------------------------------|---------------------------------------|---------------------|---------------------------------------|---------------------------------------|
| STATION | OFFSET | | | | | | | | | |
| 19+05 | 30 LT | 0-1 | A-2-4 | 2 | 6 | 108 | 12 | 48 | 40 | 40 |
| 101+00 | 30 RT | 0-1 | A-3 | 1 | 3 | 103 | 12 | 47 | 38 | 40 |



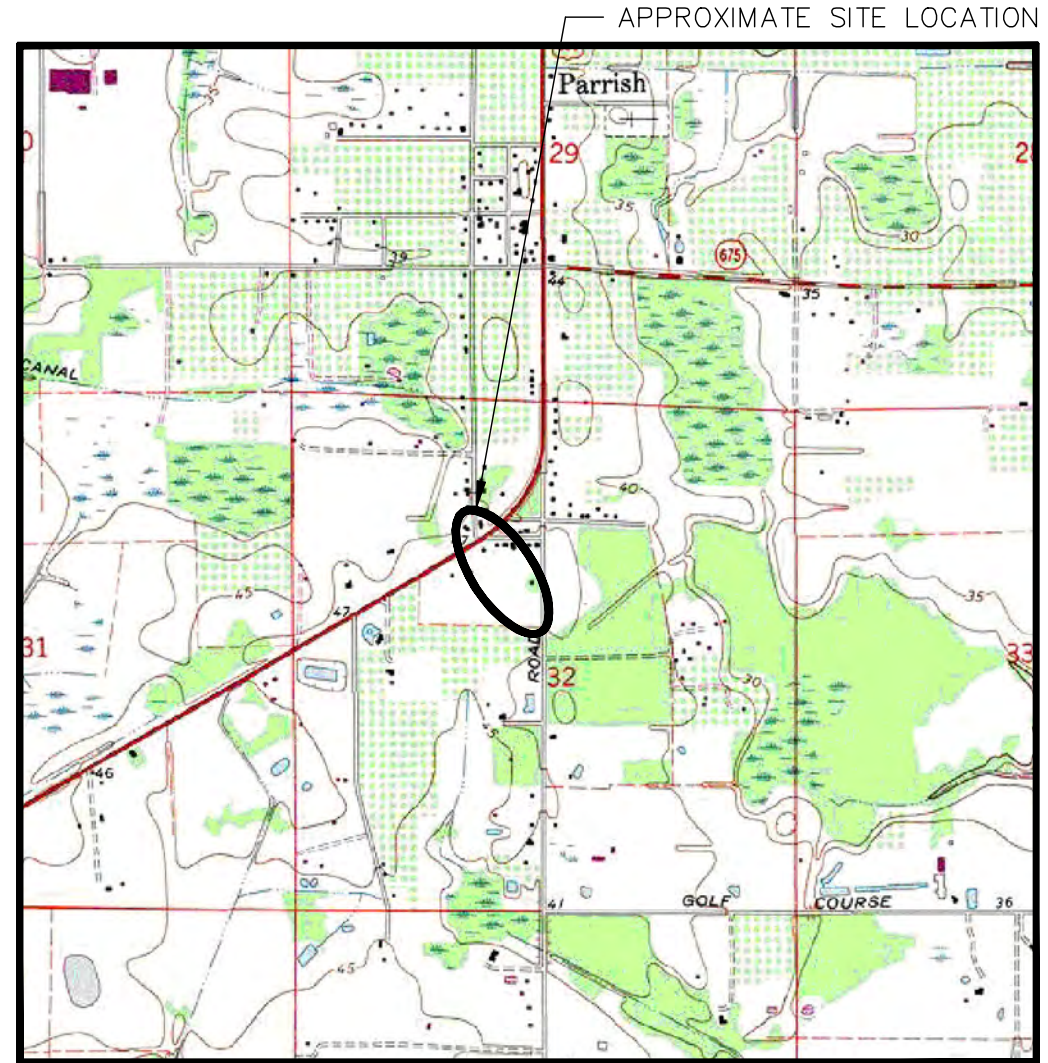
APPENDIX B

SHEETS 1 – 6



REFERENCE: USDA SCS, "SOIL SURVEY OF MANATEE COUNTY, FLORIDA"
 TOWNSHIP: 33 SOUTH ISSUED: 1983
 RANGE: 19 EAST PHOTO: 1979
 SECTION: 32 SCALE: 1" = 2000'

USDA VICINITY MAP



REFERENCE: USGS "PARRISH, FLORIDA" QUADRANGLE MAP
 TOWNSHIP: 33 SOUTH MAP VERSION: 1984
 RANGE: 19 EAST PHOTOREVISED: -
 SECTION: 32 SCALE: 1" = 2000'

USGS VICINITY MAP



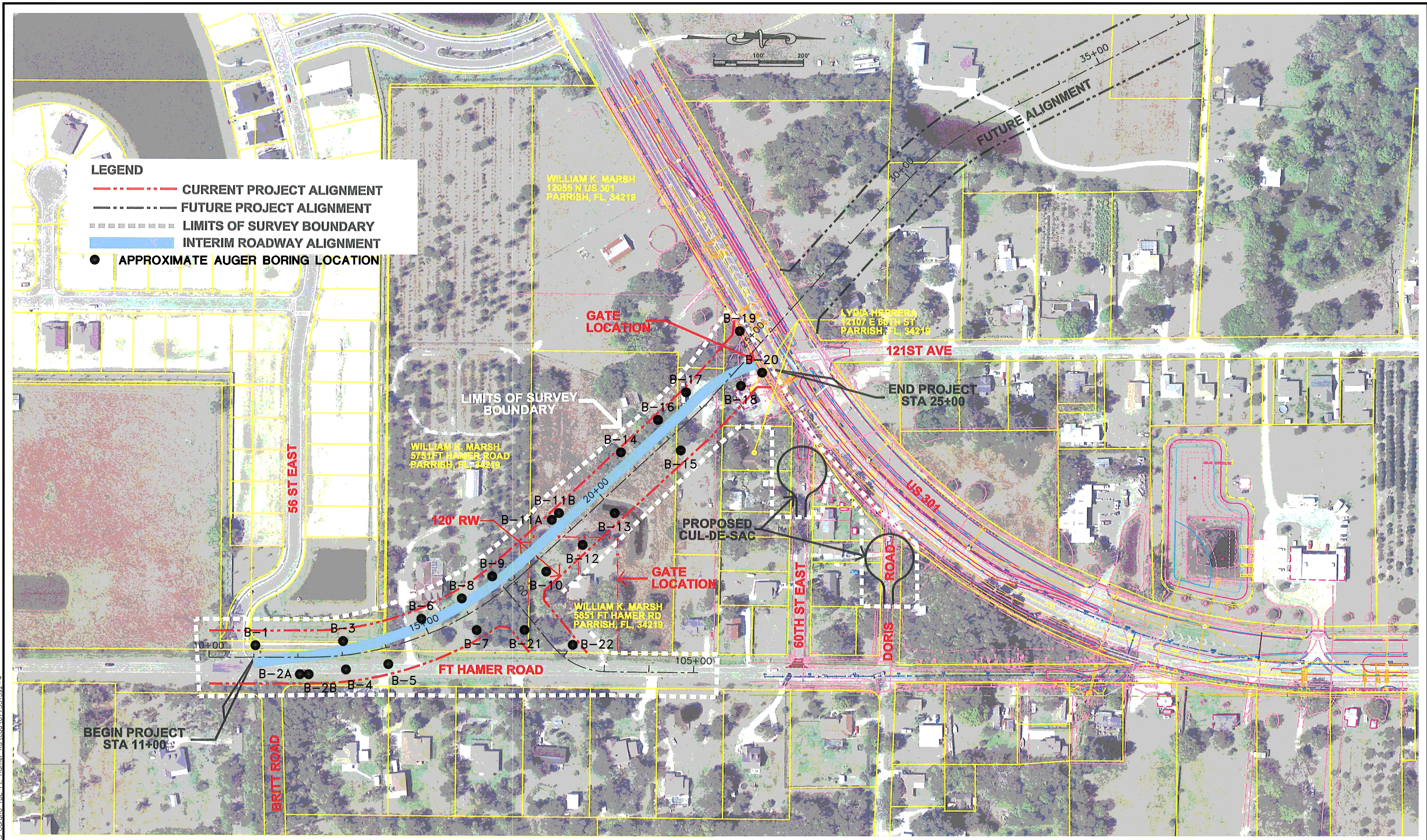
P:\775-Geo\0775515 Cardno TBE Ft. Hamer Rd\cad\0775515s1

| | |
|----------|-------|
| DRAWN | DJG |
| CHECKED | JH |
| APPROVED | MEM |
| SCALE | NOTED |

USDA & USGS VICINITY MAPS
**US 301 AND FT. HAMER RD
 INTERSECTION IMPROVEMENTS**
 MANATEE COUNTY, FLORIDA

PSI Information
 To Build On
 Engineering • Consulting • Testing

| | | | | |
|------|--------|-----------|---------|---------|
| DATE | JUN 10 | PROJ. NO. | 0775515 | SHEET 1 |
|------|--------|-----------|---------|---------|



LEGEND

- - - - - CURRENT PROJECT ALIGNMENT
- - - - - FUTURE PROJECT ALIGNMENT
- - - - - LIMITS OF SURVEY BOUNDARY
- INTERIM ROADWAY ALIGNMENT
- APPROXIMATE AUGER BORING LOCATION

P:\775-Geo\0775515_Cardno_TBE Ft. Hamer Rd\cod\0775515s2-4

| REVISIONS | | | | | |
|-----------|----|-------------|------|----|-------------|
| Date | By | Description | Date | By | Description |
| | | | | | |

PSI
MARTIN E. MILLBURG, P.E.
 FLORIDA LICENSE No. 36584

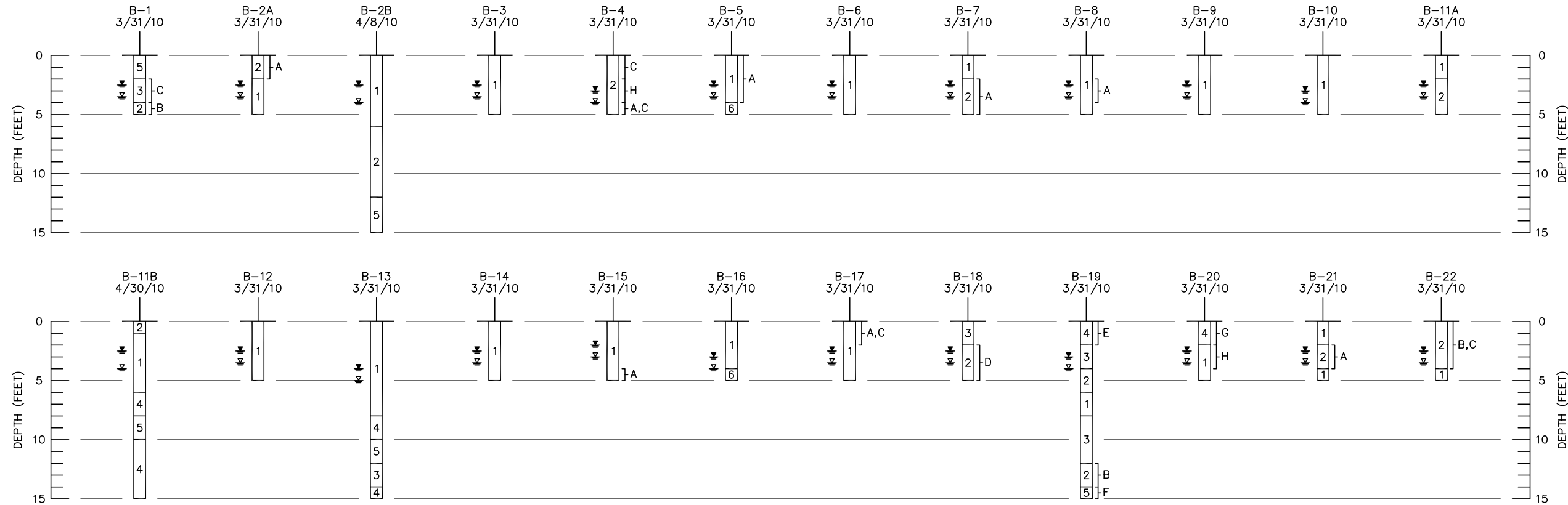
PROFESSIONAL SERVICE INDUSTRIES, INC.
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 TAMPA, FL. 33634
 (813)-886-1075
FLORIDA ENGINEERING CERTIFICATE
 OF AUTHORIZATION No. 3684

| | |
|-----------------------|-------------------------|
| MANATEE COUNTY | |
| ROAD NO. US 301 | COUNTY PROJECT NO. - |

| | |
|--|-----------|
| ROADWAY SOILS SURVEY | SHEET NO. |
| US 301 AND FT. HAMER RD INTERSECTION IMPROVEMENTS | |

LEGEND

1. LIGHT TO DARK GRAY, BROWN FINE SAND (A-3)
 2. LIGHT TO DARK BROWN SLIGHTLY SILTY SAND (A-2-4) NON PLASTIC
 3. BROWN, LIGHT TO DARK GRAY SLIGHTLY SILTY/CLAYEY SAND (A-2-4) PLASTIC
 4. BROWN, GRAY CLAYEY SAND (A-2-6)
 5. GRAY SANDY CLAY (A-6)
 6. DARK BROWN SILTY ORGANIC SAND (A-8)
- A-3 AASHTO GROUP SYMBOL AS DETERMINED BY VISUAL REVIEW
- ↓ GROUNDWATER LEVEL, DATE OBSERVED
- ↓ ESTIMATED SEASONAL HIGH GROUNDWATER LEVEL
- A TRACE ROOTS; ORGANICS (<5%)
- B SMALL CEMENTED SANDS (ROCK) (<1")
- C SHELL FRAGMENTS
- D STRONG CHEMICAL/GAS ODOR
- E WITH LIMEROCK BASE
- F VERY SMALL ROUNDED QUARTZ PEBBLES
- G BLUE-GREEN CLAY FILL
- H ROCK (>1")



0 5'
VERTICAL SCALE
HORIZONTAL N.T.S.

SOIL PROFILES

REVISIONS

| Date | By | Description | Date | By | Description |
|------|----|-------------|------|----|-------------|
| | | | | | |



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MANATEE COUNTY

ROAD NO. COUNTY PROJECT NO.
US 301 -

ROADWAY SOILS SURVEY

US 301 AND FT. HAMER RD
INTERSECTION IMPROVEMENTS

SHEET NO.

MANATEE COUNTY

DATE OF SURVEY: MARCH AND APRIL 2010
 SURVEY MADE BY: PSI
 SUBMITTED BY: MARTIN E. MILLBURG, P.E.

DISTRICT: US 301 & FT. HAMER RD-
 INTERSECTION IMPROVEMENTS
 ROAD No.: US 301
 COUNTY: MANATEE

CROSS SECTION SOIL SURVEY FOR THE DESIGN OF ROADS

ROAD SURVEY BEGINS STA. 11+00
 SPUR SURVEY BEGINS STA. 101+00

ROAD SURVEY ENDS STA. 25+00
 SPUR SURVEY ENDS STA. 102+00

| STRATUM NO. | LBR VALUE (%) | ORGANIC CONTENT | | MOISTURE CONTENT | | SIEVE ANALYSIS RESULTS % PASS | | | | | ATTERBERG LIMITS (%) | | | DESCRIPTION | CORROSION TEST RESULTS | | | | | | |
|-------------|---------------|-----------------|-----------|------------------|------------------|----------------------------------|---------|---------|---------|----------|----------------------|--------------|--------------|-------------|------------------------|--|--------------|--------------------|---------------|-------------|-------|
| | | No. OF TESTS | % ORGANIC | No. OF TESTS | MOISTURE CONTENT | No. OF TESTS | 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 | CHLORIDES PPM | SULFATE PPM | pH |
| 1 | 47 | 1 | 2 | 1 | 28 | 2 | ----- | ----- | ----- | ----- | 3-4 | -- | ----- | ----- | A-3 | LIGHT TO DARK GRAY, BROWN FINE SAND | -- | ----- | ----- | ----- | ----- |
| 2 | 48 | -- | ----- | 1 | 1 | 2 | 94 | 84 | 73 | 31 | 6-10 | -- | ----- | ----- | A-2-4/ NON-PLASTIC | LIGHT TO DARK BROWN SLIGHTLY SILTY SAND | -- | ----- | ----- | ----- | ----- |
| 3 | ----- | -- | ----- | 2 | 23 | 2 | ----- | ----- | ----- | ----- | 10-25 | 1 | 22 | 5 | A-2-4/ PLASTIC | BROWN, LIGHT TO DARK GRAY SLIGHTLY SILTY/CLAYEY SAND | -- | ----- | ----- | ----- | ----- |
| 4 | ----- | -- | ----- | 1 | 23 | 1 | ----- | ----- | ----- | ----- | 21 | -- | ----- | ----- | A-2-6 | BROWN, GRAY CLAYEY SAND | -- | ----- | ----- | ----- | ----- |
| 5 | ----- | -- | ----- | -- | ----- | -- | ----- | ----- | ----- | ----- | ----- | -- | ----- | ----- | A-6 | GRAY SANDY CLAY | -- | ----- | ----- | ----- | ----- |
| 6 | ----- | 2 | 5 | 1 | 38 | 1 | ----- | ----- | ----- | ----- | 8 | -- | ----- | ----- | A-8 | DARK BROWN SILTY ORGANIC SAND | -- | ----- | ----- | ----- | ----- |

EMBANKMENT AND SUBGRADE MATERIAL

STRATA BOUNDARIES ARE APPROXIMATE AND REPRESENT SOIL STRATA AT EACH TEST HOLE LOCATION ONLY.

- | | | | | |
|---|-------------------------------------|----------------------------|-------------------------------------|------------------------|
| ↓ GROUNDWATER TABLE ENCOUNTERED | A TRACE ROOTS; ORGANICS (<5%) | C SHELL FRAGMENTS | E WITH LIMEROCK BASE | G BLUE-GREEN CLAY FILL |
| ↓ ESTIMATED SEASONAL HIGH GROUNDWATER TABLE | B SMALL CEMENTED SANDS (ROCK) (<1") | D STRONG CHEMICAL/GAS ODOR | F VERY SMALL ROUNDED QUARTZ PEBBLES | H ROCK (>1") |

NOTES:

1. THE MATERIAL FROM STRATUM NUMBER 1 (A-3) APPEARS SATISFACTORY FOR USE IN THE EMBANKMENT WHEN UTILIZED IN ACCORDANCE WITH INDEX 505.
2. THE MATERIAL FROM STRATA NUMBERS 2 (A-2-4/NON-PLASTIC) AND 3 (A-2-4/PLASTIC), CERTAIN TYPES OF A-2-4 MATERIAL ARE LIKELY TO RETAIN EXCESS MOISTURE AND MAY BE DIFFICULT TO DRY AND COMPACT. THEY SHOULD BE USED IN THE EMBANKMENT ABOVE THE WATER LEVEL EXISTING AT TIME OF CONSTRUCTION. THEY MAY BE USED IN THE SUBGRADE PORTION OF THE ROADBED WHEN APPROVED BY THE DISTRICT MATERIALS ENGINEER. A-2-4 MATERIAL PLACED BELOW THE EXISTING WATER LEVEL MUST BE NONPLASTIC AND CONTAIN LESS THAN 15% PASSING THE NO. 200 U.S. STANDARD SIEVE.
3. THE MATERIAL FROM STRATUM NUMBER 6 IS ORGANIC/(A-8) MATERIAL AND SHALL BE REMOVED IN ACCORDANCE WITH INDEX 500. THIS MATERIAL MAY BE USED IN EMBANKMENT CONSTRUCTION AS OUTLINED IN FDOT INDEX 505. THIS MATERIAL SHALL NOT BE USED IN THE CONSTRUCTION OF STORMWATER POND BERMS WITH THE EXCEPTION OF MUCK USED AS A SUPPLEMENT TO CONSTRUCT TOP SOIL AS DESCRIBED IN SECTION 162 OF THE FDOT STANDARD SPECIFICATIONS.
4. THE MATERIAL FROM STRATUM NUMBER 4 (A-2-6) AND 5 (A-6) IS HIGHLY PLASTIC AND SHALL BE REMOVED IN ACCORDANCE WITH INDEX 500. IT MAY BE USED WITHIN THE PROJECT LIMITS AS INDICATED IN INDEX 505 ONLY WHEN EXCAVATED WITHIN THE PROJECT LIMITS AND IS NOT TO BE USED WHEN OBTAINED FROM OUTSIDE THE PROJECT LIMITS.

REVISIONS

| Date | By | Description | Date | By | Description |
|------|----|-------------|------|----|-------------|
| | | | | | |



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MANATEE COUNTY

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|--------------------|-------------------------|
| ROAD NO. US 301 | COUNTY PROJECT NO. - |
|--------------------|-------------------------|

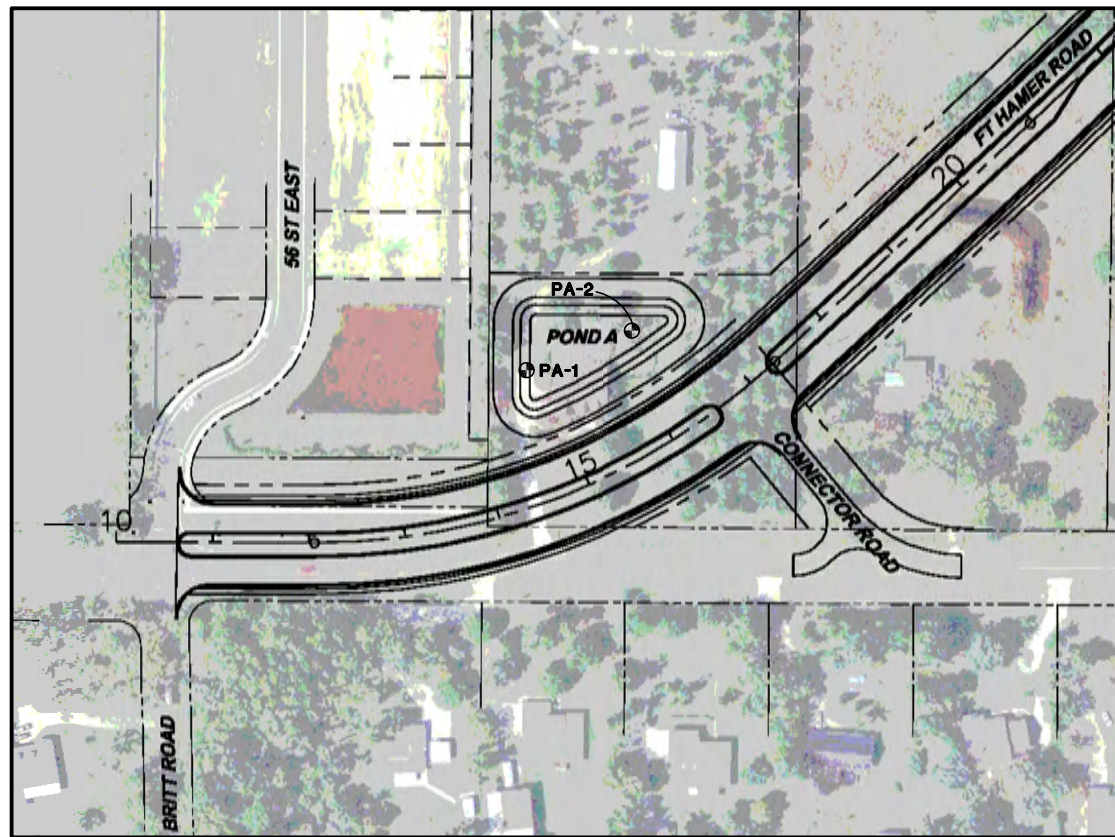
ROADWAY SOILS SURVEY

**US 301 AND FT. HAMER RD
 INTERSECTION IMPROVEMENTS**

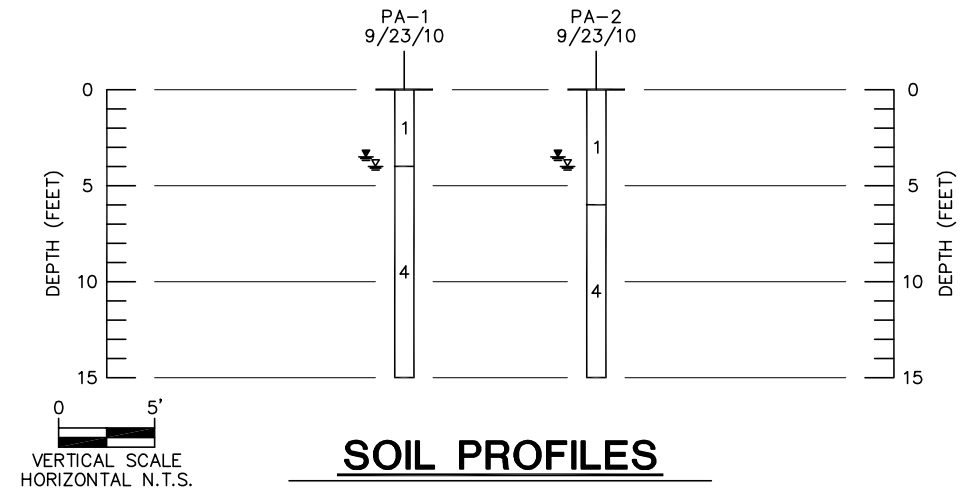
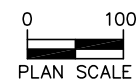
SHEET NO.

LEGEND

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- D STRONG CHEMICAL/GAS ODOR
- E WITH LIMEROCK BASE
- F VERY SMALL ROUNDED QUARTZ PEBBLES
- G BLUE-GREEN CLAY FILL
- H ROCK (>1")
- ⊕ APPROXIMATE POWER AUGER BORING LOCATION



BORING LOCATION PLAN



SOIL PROFILES

POND A

P:\775-Geo\0775515 Cardno_TBE Ft. Hamer Rd\cad\pond\0775515s5

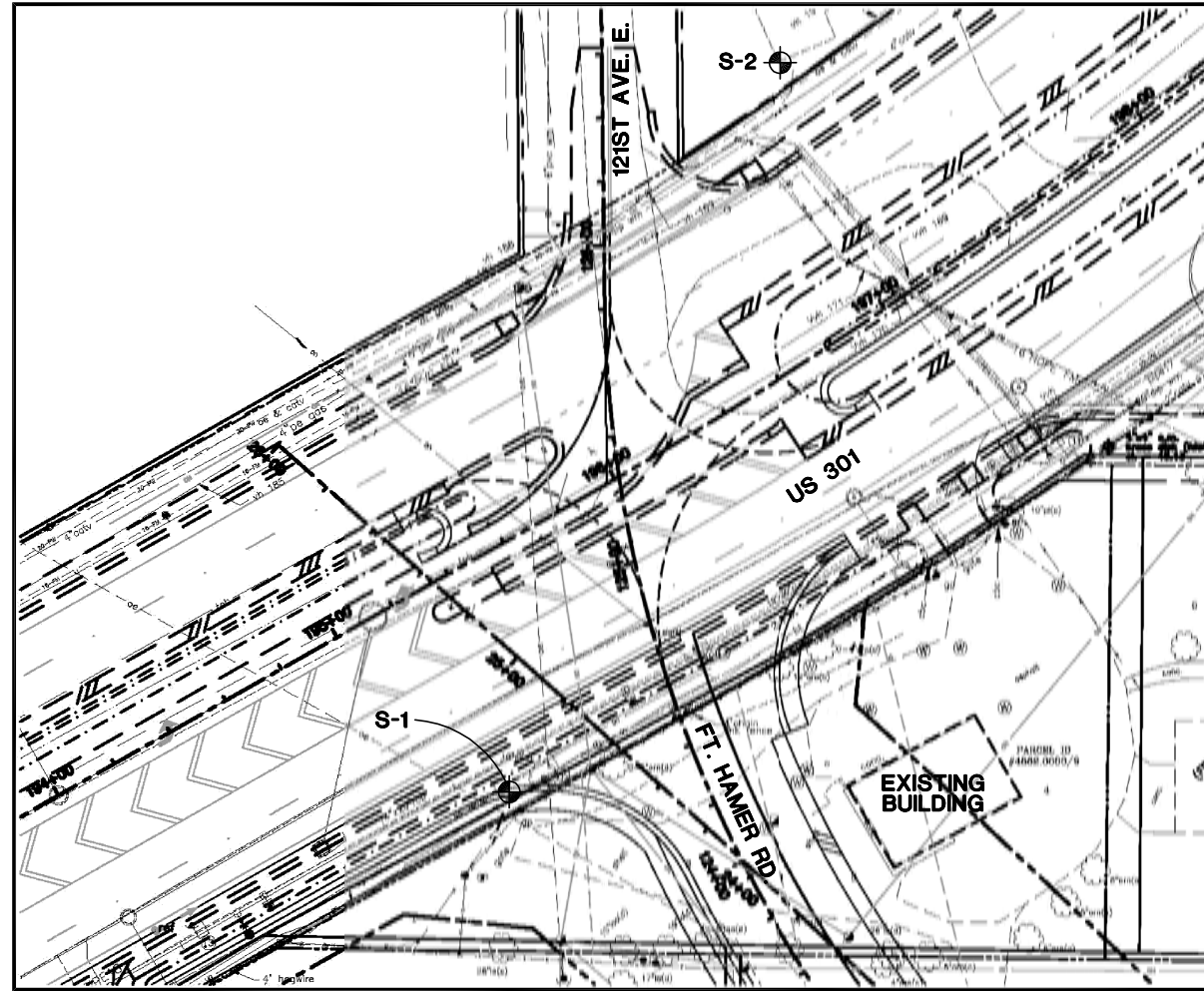
| REVISIONS | | | | | |
|-----------|----|-------------|------|----|-------------|
| Date | By | Description | Date | By | Description |
| | | | | | |



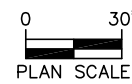
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| MANATEE COUNTY | |
| ROAD NO. US 301 | COUNTY PROJECT NO. - |

| | |
|-----------------------------|-----------|
| ROADWAY SOILS SURVEY | SHEET NO. |
| US 301 AND FT. HAMER ROAD | |



BORING LOCATION PLAN



LEGEND

- (SP/SP-SM), GRAY, BROWN, REDDISH BROWN FINE SAND TO SLIGHTLY SILTY FINE SAND
- (SC), GRAY CLAYEY SAND
- (SC), GRAY, BLUE-GREEN, GREENISH GRAY CLAYEY SAND

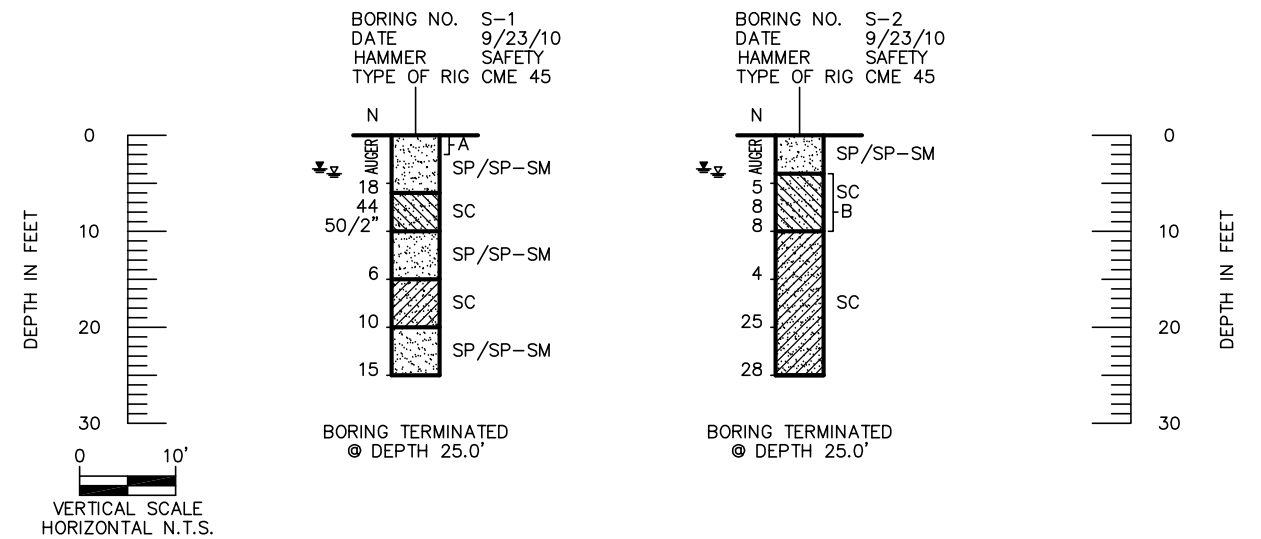
- A CLAY FILL
- B SLIGHTLY CEMENTED

NOTES:

- WATER TABLE
- ESTIMATED SEASONAL HIGH WATER TABLE
- NUMBERS TO THE LEFT OF BORINGS INDICATE SPT VALUE FOR 12" PENETRATION. (UNLESS OTHERWISE NOTED.)
- 50/6" FIFTY BLOWS FOR SIX INCHES
- APPROXIMATE SPT BORING LOCATION

| GRANULAR MATERIALS- RELATIVE DENSITY | SPT (BLOWS/FT.) |
|---|--------------------|
| VERY LOOSE | LESS THAN 4 |
| LOOSE | 4-10 |
| MEDIUM DENSE | 10-30 |
| DENSE | 30-50 |
| VERY DENSE | GREATER THAN 50 |
| SILTS AND CLAYS CONSISTENCY | SPT (BLOWS/FT.) |
| VERY SOFT | LESS THAN 2 |
| SOFT | 2-4 |
| FIRM | 4-8 |
| STIFF | 8-15 |
| VERY STIFF | 15-30 |
| HARD | GREATER THAN 30 |

| SOIL PARAMETERS | | | | | | | | | | | | | |
|-----------------|--------|------------|------------------------|------------------|--------------|---------------|-------------------|----------|----------------|-------------------------|---------------------------------|------|------|
| Station | Offset | Boring No. | Approximate Depth (ft) | Soil Description | Soil Type | Average SPT-N | Unit Weight (pcf) | | Cohesion (psf) | Friction Angle (degree) | Coefficient of Lateral Pressure | | |
| | | | | | | | Total | Submerge | | | Ka | Kp | Ko |
| 195+23 | 69R | S-1 | 0-6 | SP/SP-SM | Cohesionless | 18 | 110 | 47.6 | - | 32 | 0.31 | 3.20 | 0.43 |
| | | | 6-10 | SC | Cohesionless | 47 | 120 | 57.6 | - | 35 | 0.27 | 3.69 | 0.38 |
| | | | 10-25 | SP/SP-SM/SC | Cohesionless | 10 | 105 | 42.6 | - | 30 | 0.33 | 3.00 | 0.45 |
| 197+17 | 82L | S-2 | 0-15 | SP/SP-SM/SC | Cohesionless | 6 | 105 | 42.6 | - | 29 | 0.34 | 2.91 | 0.46 |
| | | | 15-25 | SC | Cohesionless | 27 | 115 | 52.6 | - | 33 | 0.29 | 3.45 | 0.40 |



SIGNAL POLES

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| REVISIONS | | | | | |
|-----------|----|-------------|------|----|-------------|
| Date | By | Description | Date | By | Description |
| | | | | | |

| | | | |
|-------------|--------------------------|------|------|
| Drawn by | DJG | Date | 9/10 |
| Checked by | JH | Date | 9/10 |
| Designed by | | | |
| Checked by | | | |
| Approved by | MARTIN E. MILLBURG, P.E. | | |



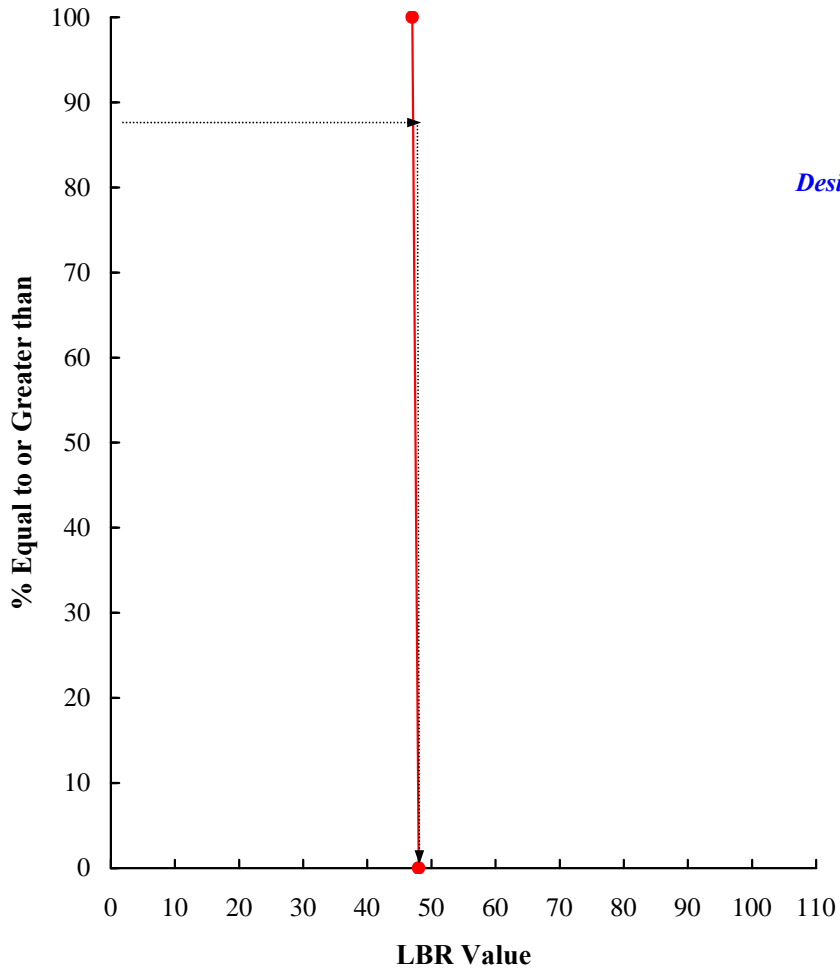
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| MANATEE COUNTY | |
| ROAD NO. US 301 | COUNTY PROJECT NO. - |

| | |
|---|-----------|
| SHEET TITLE: REPORT OF CORE BORINGS | |
| PROJECT NAME: US 301 AND FT. HAMER ROAD | SHEET NO. |

APPENDIX C
LBR RESULTS

LBR Design Curve (90% Method)



LBR DESIGN CURVE
 FT. HAMER ROAD AT US 301
 INTERSECTION IMPROVEMENTS
 MANATEE COUNTY, FLORIDA



| | | |
|---------|-----------|-----------|
| DRAWN | SCALE | PROJ. NO. |
| JH | NOTED | 775515 |
| CHECKED | DATE | County ID |
| MEM | 10/6/2010 | |

APPENDIX D
FHWA REPORT CHECKLIST

GEOTECHNICAL REPORT REVIEW CHECKLISTS

The following checklists cover the major information and recommendations which should be addressed in project geotechnical reports.

Section A covers site investigation information which will be common to all geotechnical reports for any type of geotechnical feature.

Sections B through I cover the basic information and recommendations which should be presented in geotechnical reports for specific geotechnical features: centerline cuts and embankments, embankments over soft ground, landslides, retaining walls, structure foundation and material sites.

| <u>Subject</u> | <u>Page</u> |
|---|-------------|
| SECTION A, Site Investigation Information | 12 |
| SECTION B, Centerline Cuts and Embankments | 14 |
| SECTION C, Embankments Over Soft Ground | 16 |
| SECTION D, Landslide Corrections..... | 18 |
| SECTION E, Retaining Walls..... | 20 |
| SECTION F, Structure Foundations – Spread Footings..... | 21 |
| SECTION G, Structure Foundations – Piles | 22 |
| SECTION H, Structure Foundations – Drilled Shafts | 25 |
| SECTION I, Materials Sites..... | 26 |

In most sections and subsections, the user has been provided supplemental page references to the Soils and Foundations Workshop Manual. These page numbers appear in parentheses () immediately adjacent to the section or subsection topic. Generalist engineers are particularly encouraged to read these references. Additional reference information on these topics is available in the Geotechnical Notebook, a copy of which is kept in all Division Offices by either the Bridge Engineer or the engineer with the soils responsibility.

Certain checklist items are of vital importance to have been included in the geotechnical report. These checklist items have been marked with an asterisk (*). A negative response to any of these asterisked items is cause to contact the geotechnical engineer for clarification of this omission.

“GTR REVIEW CHECKLIST” (SITE INVESTIGATION)

A. Site Investigation Information

Since the most important step in the geotechnical design process is the conduct of an adequate site investigation, presentation of the subsurface information in the geotechnical report and on the plans deserves careful attention.

Geotechnical Report Text (Introduction)
(Pages 322-325)

| | <u>Yes</u> | <u>No</u> | <u>Unknown or N/A</u> |
|---|-------------------|-------------------|---------------------------|
| 1. Is the general location of the investigation described and/or vicinity map included? | <u>X</u> | <u> </u> | <u> </u> |
| 2. Is scope and purpose of the investigation summarized? | <u>X</u> | <u> </u> | <u> </u> |
| 3. Is concise description given of geologic setting and topography of area? | <u>X</u> | <u> </u> | <u> </u> |
| 4. Are the field explorations and laboratory tests on which the report is based listed? | <u>X</u> | <u> </u> | <u> </u> |
| 5. Is general description of subsurface soil, rock and groundwater conditions given? | <u>X</u> | <u> </u> | <u> </u> |
| *6. Is the following information included with the geotechnical report (typically included in report appendices): | | | |
| a. Test hole logs? (Pages 25-33) | <u>X</u> | <u> </u> | <u> </u> |
| b. Field test data? | <u>X</u> | <u> </u> | <u> </u> |
| c. Laboratory test data? (Pages 74-75) | <u>X</u> | <u> </u> | <u> </u> |
| d. Photographs (if pertinent)? | <u> </u> | <u> </u> | <u>X</u> |

Plan and Subsurface Profile
(Pages 24, 47-49, 335)

| | | | |
|--|----------|-------------------|-------------------|
| *7. Is a plan and subsurface profile of the investigation site provided? | <u>X</u> | <u> </u> | <u> </u> |
|--|----------|-------------------|-------------------|

* A response other than (yes) or (N/A) for any of these checklist questions is cause to contact the appropriate geotechnical engineer for a clarification and/or to discuss the project.

A. Site Investigation Information (Cont.)

| | Yes | No | Unknown or N/A |
|--|-------------------|-------------------|-------------------|
| 8. Are the field explorations located on the plan view? | <u>X</u> | <u> </u> | <u> </u> |
| *9. Does the conducted site investigation meet minimum criteria outlined in Table 2? | <u>X</u> | <u> </u> | <u> </u> |
| 10. Are the explorations plotted and correctly numbered on the profile at their true elevation and location? | <u> </u> | <u> </u> | <u>X</u> |
| 11. Does the subsurface profile contain a word description and/or graphic depiction of soil and rock types? | <u>X</u> | <u> </u> | <u> </u> |
| 12. Are groundwater levels and date measured shown on the subsurface profile? | <u>X</u> | <u> </u> | <u> </u> |
| <u>Subsurface Profile or Field Boring Log</u> (Pages 16-17, 25-29) | | | |
| 13. Are sample types and depths noted? | <u>X</u> | <u> </u> | <u> </u> |
| *14. Are SPT blow counts, percent core recovery, and RQD values shown? | <u>X</u> | <u> </u> | <u> </u> |
| 15. If cone penetration tests were made, are plots of cone resistance and friction ratio shown with depth? | <u> </u> | <u> </u> | <u>X</u> |
| <u>Laboratory Test Data</u> (Pages 60, 74-75) | | | |
| *16. Were lab soil classification tests such as natural moisture content, gradation, Atterberg limits, performed on selected representative samples to verify field visual soil identifications? | <u>X</u> | <u> </u> | <u> </u> |
| 17. Are laboratory test results such as shear strength (Page 62, consolidation (Page 68), etc., included and/or summarized? | <u> </u> | <u> </u> | <u>X</u> |

* A response other than (yes) or (N/A) for any of these checklist questions is cause to contact the appropriate geotechnical engineer for a clarification and/or to discuss the project.

“GTR REVIEW CHECKLIST” (CENTERLINE CUTS AND EMBANKMENTS)

B. Centerline Cuts and Embankments (Pages 6-9)

In addition to the basic information listed in Section A, is the following information provided in the project geotechnical report?

| | <u>Yes</u> | <u>No</u> | <u>Unknown or N/A</u> |
|--|--------------|-----------|---------------------------|
| Are station to station descriptions included for: | | | |
| 1. Existing surface and subsurface drainage? | _____ | _____ | <u> X </u> |
| 2. Evidence of springs and excessively wet areas? | _____ | _____ | <u> X </u> |
| 3. Slides, slumps, and faults noted along the alignment? | _____ | _____ | <u> X </u> |
| Are station to station <u>recommendations</u> included for the following: | | | |
| <u>General Soil Cut or Fill</u> | | | |
| 4. Specific surface/subsurface drainage recommendations. | _____ | _____ | <u> X </u> |
| 5. Excavation limits of unsuitable materials? | <u> X </u> | _____ | _____ |
| * 6. Erosion protection measures for backslopes, side slopes, and ditches, including riprap recommendations or special slope treatments? | _____ | _____ | <u> X </u> |
| <u>Soil Cuts</u> Pages (101-102) | | | |
| * 7. Recommended cut slope design? | _____ | _____ | <u> X </u> |
| 8. Are clay cut slopes designed for minimum F.S. = 1.50? | _____ | _____ | <u> X </u> |
| 9. Special usage of excavated soils? | <u> X </u> | _____ | _____ |
| 10. Estimated shrink-swell factors for excavated materials? | _____ | _____ | <u> X </u> |
| 11. If answer to 3 is <u>yes</u> , are recommendations provided for design treatments? | _____ | _____ | <u> X </u> |

* A response other than (yes) or (N/A) for any of these checklist questions is cause to contact the appropriate geotechnical engineer for a clarification and/or to discuss the project.

B. Centerline Cuts and Embankments (Cont.)

| | <u>Yes</u> | <u>No</u> | <u>Unknown or N/A</u> |
|---|------------|-----------|---------------------------|
| <u>Fills</u> | | | |
| (Pages 77-79) | | | |
| 11. Recommended fill slope design? | _____ | _____ | _____X_____ |
| 12. Will fill slope design provide minimum F.S. = 1.25? | _____ | _____ | _____X_____ |
| <u>Rock Slopes</u> | | | |
| *13. Are recommended slope designs and blasting specifications provided? | _____ | _____ | _____X_____ |
| *14. Is the need for special rock slope stabilization measures, e.g., rockfall catch ditch, wire mesh slope protection, shotcrete, rock bolts, addressed? | _____ | _____ | _____X_____ |
| 15. Has the use of "template" designs been avoided (such as designing all rock slopes on 1/4 to 1 rather than designing based on orientation of major rock jointing)? | _____ | _____ | _____X_____ |
| *16. Have effects of blast induced vibrations on adjacent structures been evaluated? | _____ | _____ | _____X_____ |

* A response other than (yes) or (N/A) for any of these checklist questions is cause to contact the appropriate geotechnical engineer for a clarification and/or to discuss the project.

“GTR REVIEW CHECKLIST” (EMBANKMENTS OVER SOFT GROUND)

C. Embankments over Soft Ground

Where embankments must be built over soft ground (such as soft clays, organic silts, or peat), stability and settlement of the fill should be carefully evaluated. In addition to the basic information listed in Section A, is the following information provided in the project geotechnical report?

| | <u>Yes</u> | <u>No</u> | <u>Unknown or N/A</u> |
|--|------------|-----------|---------------------------|
| <u>Embankment Stability</u> (Pages 77-79, 95-97) | | | |
| * 1. Has the stability of the embankment been evaluated for minimum safety factors of 1.25 for side slope stability and 1.30 for end slope stability of bridge approach embankments? | _____ | _____ | _____X_____ |
| * 2. Has the shear strength of the foundation soil been determined from lab testing and/or field vane shear or static cone penetrometer tests? | _____ | _____ | _____X_____ |
| * 3. If the proposed embankment does not provide minimum factors of safety given above, are recommendations given for feasible treatment alternates which will increase factor of safety to minimum acceptable (such as change alignment, lower grade, use stabilizing counterberms, excavate and replace weak subsoil, fill stage construction, lightweight fill, geotextile fabric reinforcement, etc.)? | _____ | _____ | _____X_____ |
| * 4. Are cost comparisons of treatment alternates given and a specific alternate recommended? | _____ | _____ | _____X_____ |
| <u>Settlement of Subsoil</u> (Pages 146-160) | | | |
| 5. Have consolidation properties of fine grained soils been determined from laboratory consolidation tests? | _____ | _____ | _____X_____ |
| * 6. Have settlement amount and settlement time been estimated? | _____ | _____ | _____X_____ |
| 7. For bridge approach embankments, are recommendations made to get the settlement out before the bridge abutment is constructed (waiting period, surcharge, or wick drains)? | _____ | _____ | _____X_____ |

* A response other than (yes) or (N/A) for any of these checklists questions is cause to contact the appropriate geotechnical engineer for a clarification and/or to discuss the project.

C. Embankments Over Soft Ground (Cont.)

| | <u>Yes</u> | <u>No</u> | <u>Unknown or N/A</u> |
|--|-------------|-----------|---------------------------|
| 8. If geotechnical instrumentation is proposed to monitor fill stability and settlement, are detailed recommendations provided on the number, type, and specific locations of the proposed instruments? | _____ | _____ | _____X_____ |
| <u>9. Construction Considerations</u> (Pages 183, 331-334) | | | |
| a. If excavation and replacement of unsuitable shallow surface deposits (peat, muck, topsoil) is recommended. Are vertical and lateral limits of recommended excavation provided? (Vertical extents provided in terms of depths and horizontal extents provided in terms of stations and offsets.) | _____X_____ | _____ | _____ |
| b. Where a surcharge treatment is recommended, are plan and cross-section of surcharge treatment provided in geotechnical report for benefit of the roadway designer? | _____ | _____ | _____X_____ |
| c. Are instructions or specifications providing concerning instrumentation, fill placement rates and estimated delay times for the contractor? | _____ | _____ | _____X_____ |
| d. Are recommendations provided for disposal of surcharge material after the settlement period is complete? | _____ | _____ | _____X_____ |

* A response other than (yes) or (N/A) for any of these checklist questions is cause to contact the appropriate geotechnical engineer for a clarification and/or to discuss the project.

“GTR REVIEW CHECKLIST (LANDSLIDE CORRECTIONS)”

D. Land slide Corrections (Pages 77-80, 103-105)

In addition to the basic information listed in Section A, is the following information provided in the landslide study geotechnical report? (Refer to Table 4 for guidance on the necessary technical support data for correction of slope instabilities.)

| | <u>Yes</u> | <u>No</u> | <u>Unknown or N/A</u> |
|---|------------|-----------|---------------------------|
| * 1. Is a site plan and scaled cross-section provided showing ground surface conditions both before and after failure? | _____ | _____ | <u>X</u> |
| * 2. Is the past history of the slide area summarized - including movement history, summary of maintenance work and costs, and previous corrective measures taken (if any)? | _____ | _____ | <u>X</u> |
| * 3. Is a summary given of results of site investigation, field and lab testing, and stability analysis, including cause(s) of the slide? | _____ | _____ | <u>X</u> |
| <u>Plan</u> | | | |
| 4. Are detailed slide features – including locations of ground surface cracks, head scarp, and toe bulge – shown on the site plan? | _____ | _____ | <u>X</u> |
| <u>Cross Section</u> | | | |
| * 5. Are the cross sections used for stability analysis included with the soil profile, water table, soil unit weights, soil shear strengths, and failure plane shown as it exists? | _____ | _____ | <u>X</u> |
| 6. Is slide failure plane location determined from slope indicated? | _____ | _____ | <u>X</u> |
| * 7. For an active slide, was soil strength along the slide failure plane backfigured using a safety factor equal to 1.0 at the time of failure? | _____ | _____ | <u>X</u> |

* A response other than (yes) or (N/A) for any of these checklist questions is cause to contact the appropriate geotechnical engineer for a clarification and/or to discuss the project.

D. Land slide Corrections (Cont.)

| <u>Text</u> | <u>Yes</u> | <u>No</u> | <u>Unknown or N/A</u> |
|---|------------|-----------|---------------------------|
| * 8. Is the following information presented for each proposed correction alternate: (typical correction methods include buttress, shear key, rebuild slope, surface drainage, subsurface drainage-interceptor, drain trenches or horizontal drains and retaining structures)? | _____ | _____ | <u>X</u> |
| a. Cross-section of proposed alternate? | _____ | _____ | <u>X</u> |
| b. Estimated safety factor? | _____ | _____ | <u>X</u> |
| c. Estimated cost? | _____ | _____ | <u>X</u> |
| d. Advantages and disadvantages? | _____ | _____ | <u>X</u> |
| 9. Is a recommended correction alternate(s) given which provides a minimum F.S. = 1.25? | _____ | _____ | <u>X</u> |
| 10. If horizontal drains are proposed as part of slide correction, has subsurface investigation located definite water bearing strata that can be tapped with horizontal drains? | _____ | _____ | <u>X</u> |
| 11. If a toe counter berm is proposed to stabilize an active slide, has field investigation confirmed that the toe of the existing slide does <u>not</u> extend beyond the toe of the proposed counter berm? | _____ | _____ | <u>X</u> |
| 12. <u>Construction Considerations</u> | | | |
| a. Where proposed correction will require excavation into the toe of an active slide (such as for buttress or shear key), has the "during construction backslope F.S." with open excavation been determined? | _____ | _____ | <u>X</u> |
| b. If open excavation F.S. is near 1.0, has excavation stage construction been proposed? | _____ | _____ | <u>X</u> |
| c. Has seasonal fluctuation of groundwater table been considered? | <u>X</u> | _____ | _____ |
| d. Are special construction features, techniques and materials described and specified? | _____ | _____ | <u>X</u> |

* A response other than (yes) or (N/A) for any of these checklist questions is cause to contact the appropriate geotechnical engineer for a clarification and/or to discuss the project.

“GTR REVIEW CHECKLIST” (RETAINING WALLS)

E. Retaining Walls (See Section 5 of “Geotechnical Engineering Notebook”)

In addition to the basic information listed in Section A, is the following information provided in the project geotechnical report? (See Geotechnical Structures Report)

| | <u>Yes</u> | <u>No</u> | <u>Unknown or N/A</u> |
|--|------------|-----------|---------------------------|
| * 1. Does the geotechnical report include recommended soil strength parameters and groundwater elevation for use in computing wall design lateral earth pressures and factor of safety for overturning, sliding, and external slope stability? | _____ | _____ | <u>X</u> |
| 2. Is it proposed to bid alternate wall designs? | _____ | _____ | <u>X</u> |
| * 3. Are acceptable reasons given for the choice and/or exclusion of certain wall types (gravity, reinforced soil, tieback, cantilever, etc.)? | _____ | _____ | <u>X</u> |
| * 4. Is an analysis of the wall stability included with minimum acceptable factors of safety against overturning (F.S. = 2.0), sliding (F.S. = 1.5), and external slope stability (F.S. = 1.5)? | _____ | _____ | <u>X</u> |
| 5. If wall will be placed on compressible foundation soils, is estimated total settlement, differential settlement, and time rate of settlement given? | _____ | _____ | <u>X</u> |
| 6. Will wall types selected for compressible foundation soils allow differential movement without distress? | _____ | _____ | <u>X</u> |
| 7. Are wall drainage details including materials and compaction provided? | _____ | _____ | <u>X</u> |
| <u>8. Construction Considerations:</u> | | | |
| a. Are excavation requirements covered – safe slopes for open excavations, need for sheeting or shoring? | _____ | _____ | <u>X</u> |
| b. Fluctuation of groundwater table? | _____ | _____ | <u>X</u> |

* A response other (yes) or (N/A) for any of these checklist questions is cause to contact the appropriate geotechnical engineer for a clarification and/or to discuss the project.

“GTR REVIEW CHECKLIST” (SPREAD FOOTINGS)

F. Structure Foundations – Spread Footings (Pages 191-205)

In addition to the basic information listed in Section A, is the following information provided in the project foundation report? (See Geotechnical Structures Report)

| | <u>Yes</u> | <u>No</u> | <u>Unknown or N/A</u> |
|--|-------------------|-------------------|---------------------------|
| * 1. Are spread footings recommended for foundation support? If not, are reasons for not using them discussed. | <u> </u> | <u> </u> | <u> X </u> |
| * 2. Is recommended bottom of footing elevation and reason for recommendation (e.g., based on frost depth, estimated scour depth or depth to competent bearing material) given? | <u> </u> | <u> </u> | <u> X </u> |
| * 3. Is recommended allowable soil or rock bearing pressure given? | <u> </u> | <u> </u> | <u> X </u> |
| * 4. Is estimated footing settlement and time given? | <u> </u> | <u> </u> | <u> X </u> |
| * 5. Where spread footings are recommended to support abutments placed in the bridge end fills, are special gradation and compaction requirements provided for select and fill and backwall drainage material? (Pages 137-141) | <u> </u> | <u> </u> | <u> X </u> |
| <u>6. Construction Considerations:</u> | | | |
| a. Have the materials been adequately described on which the footing is to be placed so the project inspector can verify that material is as expected? | <u> </u> | <u> </u> | <u> X </u> |
| b. Have excavation requirements been included for safe slopes in open excavations, need for sheeting or shoring, etc.? | <u> X </u> | <u> </u> | <u> </u> |
| c. Has fluctuations of the groundwater table been addressed? | <u> X </u> | <u> </u> | <u> </u> |

* A response other than (yes) or (N/A) for any of these checklist questions is cause to contact the appropriate geotechnical engineer for a clarification and/or to discuss the project.

“GTR REVIEW CHECKLIST” (PILE FOUNDATIONS)

G. Structure Foundations – Piles (Pages 224-311)

In addition to the basic information listed in Section A, if pile support is recommended or given as an alternate, conclusions/recommendations should be provided in the project geotechnical report for the following: (See Geotechnical Structures Report)

| | <u>Yes</u> | <u>No</u> | <u>Unknown or N/A</u> |
|---|------------|-----------|---------------------------|
| * 1. Is the recommended pile type given (displacement, nondisplacement, pipe pile, concrete pile, H-pile, etc.) with valid reasons given for choice and/or exclusion? (Pages 224-226) | _____ | _____ | _____X_____ |
| 2. Do you consider the recommended pile type(s) to be the most suitable and economical? | _____ | _____ | _____X_____ |
| * 3. Are estimated pile lengths and estimated tip elevations given for the recommended allowable pile design loads? | _____ | _____ | _____X_____ |
| 4. Do you consider the recommended design loads to be reasonable? | | | |
| 5. Has pile group settlement been estimated (only of practical significance for friction pile groups ending in cohesive soil)? (Pages 245-247) | _____ | _____ | _____X_____ |
| 6. If a specified or minimum pile tip elevation is recommended, is a clear reason given for the required tip elevation, such as underlying soft layers, scour, downdrag, piles uneconomically long, etc.? | _____ | _____ | _____X_____ |
| * 7. Has design analysis (wave equation analysis) verified that the recommended pile section can be driven to the estimated or specified tip elevation without damage (especially applicable where dense gravel-cobble-boulder layers or other obstructions have to be penetrated)? | _____ | _____ | _____X_____ |
| 8. Where scour piles are required, have pile design and driving criteria been established based on mobilizing the full pile design capacity below the scour zone? | _____ | _____ | _____X_____ |

* A response other than (yes) or (N/A) for any of these checklist questions is cause to contact the appropriate geotechnical engineer for a clarification and/or to discuss the project.

G. Pile Foundations (Cont.)

| | <u>Yes</u> | <u>No</u> | <u>Unknown or N/A</u> |
|--|------------|-----------|---------------------------|
| 9. Where lateral load capacity of large diameter piles is an important design consideration, are p-y curves (load vs. deflection) or soil parameters given in the geotechnical report to allow the structural engineer to evaluate lateral load capacity of all piles? | _____ | _____ | _____X_____ |
| *10. For pile supported bridge abutments over soft ground: | | | |
| a. Has abutment pile downdrag load been estimated and solutions such as bitumen coating considered in design? Not generally required if surcharging of the fill is being performed. (Pages 248-251) | _____ | _____ | _____X_____ |
| b. Is bridge approach slab recommended to moderate differential settlement between bridge ends and fill? | _____ | _____ | _____X_____ |
| c. If the majority of subsoil settlement will not be removed prior to abutment construction (by surcharging), has estimate been made of the amount of abutment rotation that can occur due to lateral squeeze of soft subsoil? (Pages 114-115) | _____ | _____ | _____X_____ |
| d. Does the geotechnical report specifically alert the structural designer to the estimated horizontal abutment movement? | _____ | _____ | _____X_____ |
| 11. If bridge project is large, has pile load test program been recommended? (Pages 229-302) | _____ | _____ | _____X_____ |
| 12. For a major structure in high seismic risk area, has assessment been made of liquefaction potential of foundation soil during design earthquake (note: only loose saturated sands and silts are "susceptible" to liquefaction)? | _____ | _____ | _____X_____ |

* A response other than (yes) or (N/A) for any of these checklist questions is cause to contact the appropriate geotechnical engineer for clarification and/or to discuss the project.

G. Pile Foundations (Cont.)

| | <u>Yes</u> | <u>No</u> | <u>Unknown or N/A</u> |
|---|------------|-----------|---------------------------|
| 13. <u>Construction Considerations:</u> (Pages 279-311) | | | |
| Have the following important construction considerations been adequately addressed? | _____ | _____ | _____X_____ |
| a. Pile driving details such as: boulders, or obstructions which may be encountered during driving – need for preaugering, jetting, spudding, need for pile tip reinforcement, driving shoes, etc.? | _____ | _____ | _____X_____ |
| b. Excavation requirements – safe slope for open excavations, need for sheeting or shoring? Fluctuation of groundwater table? | _____ | _____ | _____X_____ |
| c. Have effects of pile driving operation on adjacent structures been evaluated – such as protection against damage caused by footing excavations or pile driving vibrations? | _____ | _____ | _____X_____ |
| d. Is preconstruction condition survey to be made of adjacent structures to prevent unwarranted damage claims? | _____ | _____ | _____X_____ |
| e. On large pile driving projects have other methods of pile driving control been considered such as dynamic testing or wave equation analysis? | _____ | _____ | _____X_____ |

“GTR REVIEW CHECKLIST” (DRILLED SHAFTS)

H. Structure Foundations – Drilled Shafts (Pages 252-260)

In addition to the basic information listed in Section A, if drilled shaft support is recommended or given as an alternate, are conclusions/recommendations provided in the project foundation report for the following:
(See Geotechnical Structures Report)

| | <u>Yes</u> | <u>No</u> | <u>Unknown or N/A</u> |
|---|------------|-----------|---------------------------|
| * 1. Are recommended shaft diameter(s) and length(s) for allowable design loads based on an analysis using soil parameters for side friction and end bearing? | _____ | _____ | <u>X</u> |
| * 2. Settlement estimated for recommended design load? | _____ | _____ | <u>X</u> |
| * 3. Where lateral load capacity of shaft is an important design consideration, are P-Y (load vs. deflection) curves or soils data provided in geotechnical report which will allow structural engineer to evaluate lateral load capacity of shaft? | _____ | _____ | <u>X</u> |
| 4. Is static load test (to plunging failure) recommended? | _____ | _____ | <u>X</u> |
| <u>5. Construction Considerations:</u> | | | |
| a. Have construction methods been evaluated, i.e., can less expensive dry method or slurry method be used or will casing be required? | _____ | _____ | <u>X</u> |
| b. If casing will be required, can casing be pulled as shaft is concreted (this can result in significant cost savings or very large diameter shafts)? | _____ | _____ | <u>X</u> |
| c. If artesian water was encountered in explorations, have design provisions been included to handle it (such as by requiring casing and tremie seal)? | _____ | _____ | <u>X</u> |
| d. Will boulders be encountered? (Note: If boulders will be encountered, then the use of shafts should be seriously questioned due to construction installation difficulties and resultant higher cost the boulders can cause.) | _____ | _____ | <u>X</u> |

* A response other than (yes) or (N/A) for any of these checklist questions is cause to contact the appropriate geotechnical engineer for a clarification and/or to discuss the project.

“GTR REVIEW CHECKLIST” (MATERIAL SITES)

I. Material Sites

In addition to the basic information listed in Section A, is the following information provided in the project Material Site Report?:

| | <u>Yes</u> | <u>No</u> | <u>Unknown or N/A</u> |
|---|------------|-----------|---------------------------|
| 1. Material site location, including description of existing or proposed access routes and bridge load limits (if any)? | _____ | _____ | <u>X</u> |
| * 2. Have soil samples representative of all materials encountered during the pit investigation been submitted and tested? | _____ | _____ | <u>X</u> |
| * 3. Are laboratory quality test results included in the report? | _____ | _____ | <u>X</u> |
| 4. For aggregate sources, do the laboratory quality test results (such as L.A. abrasion, sodium sulfate, degradation, absorption, reactive aggregate, etc.) indicate if specification materials can be obtained from the deposit using normal processing methods? | _____ | _____ | <u>X</u> |
| 5. If the lab quality test results indicate that specification material cannot be obtained from the pit materials as they exist naturally- has the source been rejected or are detailed recommendations provided for processing or controlling production so as to ensure a satisfactory product? | _____ | _____ | <u>X</u> |
| * 6. For soil borrow sources, have possible difficulties been noted - such as above optimum moisture content clay-silt soils, waste due to high PI, boulders, etc.? | _____ | _____ | <u>X</u> |
| * 7. Where high moisture content clay-silt soils must be used, are recommendations provided on the need for aeration to allow the materials to dry out sufficiently to meet compaction requirements? | _____ | _____ | <u>X</u> |
| 8. Are estimated shrink-swell factors provided? | _____ | _____ | <u>X</u> |

* A response other than (yes) or (N/A) for any of these checklist questions is cause to contact the appropriate geotechnical engineer for a clarification and/or to discuss the project.

I. Material Sites (Cont.)

| | <u>Yes</u> | <u>No</u> | <u>Unknown or N/A</u> |
|--|------------|-----------|---------------------------|
| * 9. Do the proven material site quantities satisfy the estimated project quantity needs? | _____ | _____ | <u>X</u> |
| 10. Where materials will be excavated from below the water table, has seasonal fluctuation of the water table been determined? | _____ | _____ | <u>X</u> |
| 11. Are special permit requirements covered? | _____ | _____ | <u>X</u> |
| 12. Have pit reclamation requirements been covered adequately? | _____ | _____ | <u>X</u> |
| 13. Has a material site sketch (plan and profile) been provided for inclusion in the plans, which contains: | _____ | _____ | <u>X</u> |
| ! Material site number? | _____ | _____ | <u>X</u> |
| ! North arrow and legal subdivision? | _____ | _____ | <u>X</u> |
| ! Test hole or test pit logs, location, number and date? | _____ | _____ | <u>X</u> |
| ! Water table elevation and date? | _____ | _____ | <u>X</u> |
| ! Depth of unsuitable overburden which will have to be stripped? | _____ | _____ | <u>X</u> |
| ! Suggested overburden disposal area? | _____ | _____ | <u>X</u> |
| ! Proposed mining area and previously mined areas? | _____ | _____ | <u>X</u> |
| ! Existing stockpile locations? | _____ | _____ | <u>X</u> |
| ! Existing or suggested access roads? | _____ | _____ | <u>X</u> |
| ! Bridge load limits? | _____ | _____ | <u>X</u> |
| ! Reclamation details? | _____ | _____ | <u>X</u> |
| 14. Are recommended special provisions provided? | _____ | _____ | <u>X</u> |

* A response other than (yes) or (N/A) for any of these checklist questions is cause to contact the appropriate geotechnical engineer for a clarification and/or to discuss the project.