



Charlotte County Purchasing Division
18500 Murdock Circle, Suite 344
Port Charlotte, Florida 33948-1094

Phone 941.743.1378
Fax 941.743.1384

NOTICE OF AVAILABILITY OF BID SPECIFICATIONS

REQUEST FOR BIDS
CHARLOTTE COUNTY, FLORIDA

The County of Charlotte will be receiving sealed bids at the Purchasing Division, Suite 344, Charlotte County Administration Center, 18500 Murdock Circle, Port Charlotte, FL 33948-1094, for:

BID NO. 2014000141
CONCRETE BOX CULVERTS – LITTLE FARM ROAD

It is the intent of Charlotte County to obtain the services of a firm to supply all labor, materials and incidentals required to complete the construction of concrete box culverts on Little Farm Road, Port Charlotte, Florida as described within the Technical Specifications and the Plans. Estimated Budget - \$516,000.

No Local license(s) required to perform the services for this project.

PRE-BID CONFERENCE: 2:00 p.m. (EST), JANUARY 7, 2014
ROOM 106B, BUILDING B – ADMINISTRATION CENTER

BID OPENING: 2:00 p.m. (EST), JANUARY 22, 2014
PURCHASING DIVISION CONFERENCE ROOM

Bid Documents may be obtained by accessing the Charlotte County Purchasing Division's website at www.charlottecountyfl.com/purchasing under "Purchasing Bids Online", document number 141412. Any questions can be answered by contacting Arthur C. Markham, Contract Specialist, at 941.743.1377 or art.markham@charlottefl.com

Suncoast Media Group
Sun Newspapers
December 19, 2013

Notice of Availability
www.charlottecountyfl.com
Posted: December 17, 2013



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ADDENDA NOTIFICATION FORM

BID NO. 2014000141

CONCRETE BOX CULVERTS – LITTLE FARM ROAD

The County will attempt to notify all prospective bidders of addenda issued to the bid documents. However, it shall be the responsibility of the bidder, prior to submitting their bid, to contact the Purchasing Division to determine if addenda were issued, acknowledging and incorporating it into their bid.

If you would like to request notification of any addenda that may be issued regarding this project, please complete the form below and return via fax to 941.743.1384, attention Arthur C. Markham, Contract Specialist, or e-mail art.markham@charlottefl.com.

By completing and returning this form, you are requesting notification of addenda that may be issued regarding this specific project only.

COMPANY NAME: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____



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STATEMENT OF NO BID

If you **do not** intend to bid on this commodity/service, please return this form to the above address immediately. If this statement is not completed and returned, your company may be deleted from the Charlotte County Vendors' list for this commodity/service.

We the undersigned, have declined to bid on requested commodity/service **Bid #2014000141, CONCRETE BOX CULVERTS – LITTLE FARM ROAD**, for the following reason(s):

- _____ Specifications too "tight", i.e. geared toward one brand or manufacturer only (explain below).
- _____ Insufficient time to respond to the Invitation to Bid.
- _____ We do not offer this product or service.
- _____ Our schedule would not permit us to perform.
- _____ Unable to meet bond/insurance requirements.
- _____ Unable to meet specifications.
- _____ Specifications are unclear (explain below).
- _____ Remove us from your vendors' list for this commodity/service.
- _____ Other (specify below).

Remarks: _____

Company Name: _____

Contact Person (typed or printed): _____

Contact Person Signature: _____

Phone: _____ Fax: _____

E-Mail Address: _____

Note: Statement of No Bid may be e-mail to art.markham@charlottefl.com or faxed in to the Purchasing Division at 941.743.1384.

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**INSTRUCTIONS TO BIDDERS
CONCRETE BOX CULVERTS – LITTLE FARM ROAD
BID NO. 2014000141**

IB-01 QUALIFICATIONS OF BIDDERS: It is the intent of the County to award the contract to the lowest responsive, responsible bidder, qualified by experience and capable of providing collateral as bond and/or bondable to a surety company acceptable to the County in the amount of 100% of the awarded contract price. Successful bidder must furnish a Performance and Payment Bond satisfactory to the County within fourteen (14) calendar days after notification of award, as described in IB-08.

IB-02 GENDER DESIGNATION: The County and the Contractor are treated throughout the Contract Documents as if each were of the singular number and masculine gender.

IB-03 EXAMINATION OF DOCUMENTS/SITE: Prior to the submission of a bid form, bidders shall examine the documents, visit the site of the work, and fully inform themselves as to all existing conditions and limitations that affect the work to be performed under the contract.

A. Examination of Documents - The bidding contractor is instructed to carefully examine the bid package, including the Request for Bids, Instructions to Bidders, Technical Specifications & Conditions, Special Provisions, General Provisions, Insurance Requirements, Safety and Health Requirements, Permit Fees, Maintenance of Traffic Policy (M.O.T.), Plans and all other related bid documents, including all modifications thereof, incorporated in the bid package.

Discrepancies, omissions, or questions about the intent of the documents should be submitted to the Purchasing Division in written form as a request for interpretation no later than five days prior to bid opening (or shall be verbally addressed at the pre-bid conference).

B. Examination of Site: Prior to submitting a bid form, each bidder shall examine the site and all conditions thereon. All bid forms shall be presumed to include all such existing conditions as may affect any work to be done on this project. Failure to familiarize himself with such conditions will in no way relieve the successful bidder from the necessity of furnishing any materials or performing any work that may be required to complete the work in accordance with the drawings and Specifications.

C. Interpretations of any of the bid documents or the project will be in the form of a written addendum to the documents, which will be posted on the purchasing website. The County will attempt to notify all prospective bidders of the issuance of addenda; however, it is the responsibility of the bidder, prior to submitting his bid, to determine if addenda were issued, acknowledging and incorporating it into their bid. Receipt of any addenda by each bidder must be acknowledged on the bid form, indicating the addendum number and date of issue, therein becoming a part of the contract. No oral explanations shall be binding.

IB-04 PREPARATION OF SUBMISSION OF BID FORM REQUIREMENTS: Bid Forms shall be made on forms supplied by the County, or reasonable facsimile thereof and attached thereto, or as otherwise specified. Indicate the number of calendar days required to complete the project (unless length of time required for completion is identified by the County in the Bid Form), and acknowledge receipt of any addenda received during the bid period.

Each bid must give the full business address of the bidder and state whether bidder is an individual, corporation or partnership. Bid Forms by a corporation must be signed in the name of the corporation, followed by the original signature and designation of the officer or other person authorized to bind the corporation.

Any erasures or other corrections in the bid form must be explained or noted over the signature of the bidder. Bid Forms containing any conditions, omissions, unexplained erasures, alterations, or irregularities of any kind may be rejected by the County.

Bid documents and forms shall be submitted sealed, and the envelope/package clearly marked with the Bid Number and the Name and Business Address of the individual or firm submitting the bid. Bids postmarked prior to said time and date but not received shall **not** be considered and will be returned to bidder unopened, with explanation.

Bid Guarantee: Each bid must be accompanied by a bid bond, cashier's check or irrevocable letter of credit in the amount not less than five per cent (5%) of the total amount of the bid as a guarantee that the bidder will not withdraw his bid for a

period of 60 days after scheduled opening of bids. Cashier's Checks/Letters of Credit (as bid bond) will be returned to all bidders after award of bid.

IB-05 BID TABULATIONS: In accordance with Florida Statutes, Section 119(1)(b)2: Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Those bidders interested in receiving a copy of the results of this bid once they are released may do so by visiting our website at www.charlottecountyfl.com/purchasing under "Purchasing Bids Online", Document Number 141414. No information regarding the submittal will be divulged over the telephone.

IB-06 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 of bids. 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 the first submission date may be rejected by the County depending on available competition and timely needs of the County.

IB-07 FORM OF CONTRACT: The submitted Bid Form signed by the Bidder, together with the complete bid package furnished by the County, shall constitute a binding contract. The Bidder shall be required to perform according to the Bidder's submitted Bid Form and the County's bid package when a purchase order, signed by the Director of Purchasing or his/her designee, is transmitted to the Bidder. The transmitted purchase order shall serve as both a Notice of Acceptance and Notice to Proceed to the Bidder. Failure to comply with the conditions set forth in the purchase order shall be deemed a breach of contract subjecting the Bidder to forfeiture of the bid bond or other posted security and other possible penalties.

IB-08 PERFORMANCE/PAYMENT BOND: If awarded the contract, the Contractor shall furnish a Performance and Payment Bond bound to "Charlotte County" to the Purchasing Division within 14 calendar days after notification of award. In addition, the Contractor shall be responsible and bear all costs associated to record Performance and Payment Bond with the Charlotte County Clerk of the Circuit Court. Receipt of said recording shall be furnished to the Purchasing Division.

The failure of the successful bidder to execute such agreement within fourteen (14) days after award of the contract, or with such extended period as the County may grant, shall constitute a default. The bidder shall then forfeit to the County a full amount of the Bid Guarantee.

IB-09 NOTICE TO PROCEED/DELIVERY: A pre-construction conference will be called, at which time a starting date will be determined. A Notice to Proceed, or Purchase Order, shall be issued bearing the agreed-upon date. No work under the Contract shall commence until after the Notice to Proceed/Purchase Order has been issued and signed by the awarded Contractor.

IB-10 PAYMENT: Request for payment must be submitted to the Charlotte County Purchasing Division on a form approved by the County. All invoices will be paid in accordance with the Local Government Prompt Payment Act, Section 218.74 F.S.

IB-11 PERFORMANCE EVALUATION: At the end of the Contract, the receiving department will evaluate the successful bidder's performance. This evaluation will become public record.

IB-12 ARITHMETIC DISCREPANCIES: For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bid forms as submitted by bidders:

- A. Obviously misplaced decimal points will be corrected.
- B. In case of discrepancy between unit price and extended price, the unit price will govern. Apparent errors in extension will be corrected.
- C. Apparent errors in addition of lump sum and extended prices will be corrected.

For the purpose of bid evaluation, the County will proceed on the assumption that the bidder intends his bid be evaluated on the basis of the unit prices, extensions, and totals arrived at by resolution of arithmetic discrepancies as provided above, and the bid will be so reflected on the tabulation of bids.

IB-13 DESCRIPTIVE INFORMATION: Unless otherwise specifically provided in the specifications, all equipment, materials and articles incorporated in work covered by the contract are to 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, make or catalog number shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If the bidder wishes to make substitution to the specifications, he/she shall furnish to the County the name of the manufacturer, the model number, and other identifying data and information necessary to aid the County in evaluating the substitution, and such substitution shall be subject to County approval. Substitutions shall be approved only if determined by the County to be equivalent to the specifications. A bid containing a substitution is subject to disqualification if the substitution is not approved by the County.

Specified items bid shall be identified by brand name, number, manufacturer and model, and shall include full descriptive information, brochures, or appropriate attachments.

IB-14 QUALITY GUARANTEE: If any product delivered does not meet applicable specifications, or if the product will not produce the effect that the supplier represents to the County, the supplier shall pick up the product from the County at no expense to the County. Also, the supplier shall refund to Charlotte County any money that has been paid for same. The supplier will be responsible for reasonable County attorney fees expended to obtain compliance with this provision in the event the supplier defaults under this provision.

IB-15 RELEASE OF LIENS: The Contractor is required to pay all money due subcontractors and material dealers promptly. The Contractor shall submit releases of liens, satisfactory to the County, certifying that all payrolls, material bills, and other indebtedness incurred by the Contractor in connection with this project have been paid in full.

IB-16 REGULATIONS/APPLICABLE LAWS: It shall be the responsibility of each Contractor to assure compliance with any OSHA, EPA, and/or other Federal or State of Florida rules, regulations or other requirements, as each may apply.

Bidder must be authorized to transact business and be properly licensed in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Charlotte County will apply to any resulting contract.

IB-17 CODE OF ETHICS: With respect to this bid, if any bidder violates or is a party to a violation of the State of Florida/Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for Charlotte County.

IB-18 COLLUSION: By offering a submission to this invitation for bid, the bidder certifies the bidder has not divulged to, discussed or compared his bid with other bidders and has not colluded with any other bidder or parties to this bid whatever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to his own organization, that in connection with this bid:

- 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;
- 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;
- 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;
- 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
- no person or agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

IB-19 SOURCE OF SUPPLY AND SUBCONTRACTORS: Bidders are to complete the attached Source of Supply and Subcontractors form. This form must be completed and included with the bid form. If bidder does not have a source of supply or subcontractor, insert "to be determined". When source or subcontractor is determined, selection will be subject to County approval.

IB-20 DRUG FREE WORKPLACE FORM: It is strongly suggested that the attached Drug Free Workplace Form be signed and returned to this office with bid form. In the event of a tie bid, the presence of a valid and accurate form may be used as a basis for awarding the Contract.

IB-21 PUBLIC ENTITY CRIMES: In accordance with Florida Statutes Sec. 287.133(2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods/services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list".

IB-22 CANCELLATION/TERMINATION OF CONTRACT: The County shall have the right to cancel, terminate or suspend the contract, in whole or in part, by providing the Contractor thirty (30) days written notice by certified mail.

It is expressly understood by the County and the Contractor that funding for any successive fiscal years is contingent upon appropriation of monies by the Board of County Commissioners. In the event that funds are not available or not appropriated, the County reserves the right to terminate the Contract. The County will be responsible for any outstanding invoices prior to the termination.

If the Contractor refuses or fails to complete the work within the time specified for this Contract, or any extension thereof, the County may terminate the Contractor's right to proceed. In such event, the County may take over the work and prosecute the same to completion by Contract or otherwise, and the Contractor will be liable for any excess cost occasioned by the County. The County may take possession of and utilize in completing the work such materials and equipment as may be on the site of the work and necessary therefore.

If the Contractor should be adjudged bankrupt, or should make a general assignment for the benefit of his creditors, or if a receiver should be appointed due to insolvency, or if he should refuse or fail, except in cases which time extension is provided, to supply enough workmen, or if he should fail to make payment to Subcontractors for labor and/or material, or disregard laws, ordinances or the instructions of the County, or be guilty of a violation of a provision of the Contract, then the County, may without prejudice to any other right or remedy and after giving seven (7) days written notice, terminate employment of the Contractor and possess materials, tools, and appliances thereon and finish work by methods it may deem expedient. Expenses incurred by the County and the damage incurred through Contractor's default, shall be certified by the County.

In the event of termination, the Contractor shall be entitled to compensation for services rendered and costs incurred through the effective date of termination. All finished or unfinished documents, materials, or work shall become the property of the County and shall be delivered to the County without reservation.

IB-23 TAXES: Contractor shall assume liability for Local, State, or Federal Tax that is applicable to the work.

IB-24 ASSIGNMENT: This agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by Contractor without the prior written consent of the County.

IB-25 EQUAL EMPLOYMENT OPPORTUNITY: Charlotte County, Florida, in accordance with the provisions of Title VI of The Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

All bidders are hereby notified that the successful bidder (Contractor) must and shall comply with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act and the Florida Civil Rights Act, all as amended. Specifically, Contractor agrees that:

- No person shall, on the grounds of race, color, sex, religion, age, disability, national origin or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service funded through the contract.
- Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin or marital status. Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- Contractor will, in all solicitations or advertisements regarding program activities, services provided or applications for employment, state that all qualified applicants will receive consideration for services or employment without regard to race, color, religion, sex, age, disability, national origin or marital status.

- County may require Contractor to submit reports as may be necessary to indicate non-discrimination. County officials will be permitted access to Contractor's books, records, accounts and other sources of information and its facilities as may be pertinent to ascertain compliance with non-discrimination laws.

It is expressly understood that County shall have the right to terminate the contract upon receipt of evidence of discrimination.

IB-26 RETAINAGE: As the construction work progresses, each month the Contractor will be paid the total value of the work completed and accepted during the preceding month, less ten percent (10%) retainage. In accordance with Section 218.735, Florida Statutes and for those construction contracts in excess of \$200,000, the County, after fifty percent (50%) of the contracted construction work is completed, shall reduce the amount of the retainage withheld to five percent (5%) on all subsequent monthly estimates. Also, after such time the Contractor may request and submit as part of his monthly estimate a release of up to one-half of the retainage being withheld by the County, unless the County has grounds for withholding the payment of retainage pursuant to Section 255.05, Florida Statutes. For the purpose of preparing a monthly estimate, the County's computations and records will be used to determine the value of all work completed and accepted as of the 25th day of each calendar month. That estimate, less retainage, less previous charges, will be paid to the Contractor. Payment will be rendered in conformance with the Local Government Prompt Payment Act, Section 218.74, Florida Statutes. Such payment shall include compensation for all labor, materials, equipment and all other incidental items necessary to perform the work.

IB-27 UNAUTHORIZED ALIEN WORKERS: Charlotte County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The County shall consider employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Contractor of the employment provisions contained in Section 274A(e) of the INA shall be grounds for termination of this Agreement by the County.

IB-28 CLAIMING STATUS AS A LOCAL BUSINESS: If bidder affirms that it is a local business as defined below and in accordance with Ordinance 2009-005 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on February 17, 2009, and Ordinance 2009-041 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on October 19, 2009, then the Affidavit Claiming Status as a Local Business, which is included as a part of the bid form, must be completed.

A. Local Business Definition: Local business means the company has a valid Business Tax Receipt issued by Charlotte County, Sarasota County or DeSoto County for at least six months prior to the bid submission to do business within Charlotte County, Sarasota County or DeSoto County that authorizes the business to provide the services or goods, and a physical business address located within the limits of Charlotte County, Sarasota County or DeSoto County from which the business operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a business shall not be considered having a "Local Business" unless it contributes to the economic development and well-being of these Counties in a verifiable and measurable way. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid to be eligible for consideration as having a "Local Business". A business that misrepresents the local preference status of its company in a bid to the County will lose the privilege to claim local preference for a one-year period.

B. Competitive bid (local price match option): Each formal competitive bid solicitation shall clearly identify how the price order of the bids received will be evaluated and determined. When a responsive, responsible non-local business submits the lowest price bid, and the bid submitted by one or more responsive, responsible local businesses, as defined below, is within five percent of the price submitted by the non-local business, each of the aforementioned local businesses shall have the opportunity to submit, a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business within five days of being notified by the Senior Division Manager of Purchasing in writing. Contract award shall be made to the responsive, responsible business submitting the lowest best and final bid. In the case of a tie in the best and final bid between a local business and a non-local business, contract award shall be made to the local business.

If requested by the County, the bidder will be required to provide documentation substantiating the information given in this affidavit. Charlotte County reserves the right to request supporting documentation as evidence to substantiate the information given in this affidavit. Failure to do so will result in the bidder's submission being deemed non-responsive.

IB -29 EMPLOYEE BACKGROUND CHECK: If an owner, except a stockholder in a publicly traded corporation, or an employee of the Contractor has been convicted of any offenses requiring registration as a sexual offender or sexual predator, regardless of the location of conviction, the Contractor shall ensure that the offender's or predator's work on the project is consistent with the terms of his probation and registry requirements.

**GENERAL PROVISIONS
CONCRETE BOX CULVERTS – LITTLE FARM ROAD
BID NO. 2014000141**

GP-01 INTENT

A. Intent of Contract: Bid Forms shall set forth firm bid unit prices for furnishing all necessary materials and completing all work, including labor, transportation, supervision, equipment, and traffic control incidental to the Project, as described in the Specifications and/or shown on the Plans attached herewith. The County reserves the right to establish the exact limits of work in the field and to add to or delete from the Project as it deems necessary.

B. Provisions:

1. The successful bidder for the Contract will be referred to as the Contractor; the Board of County Commissioners of Charlotte County, Florida, Director of the applicable County Department or his/her duly authorized representative, acting on behalf of the County will be referred to as County. For the purposes of the Contract, the word "Project" shall mean the construction limits of **CONCRETE BOX CULVERTS – LITTLE FARM ROAD**.

2. The Contract Documents consist of the Request for Bids, Instructions to Bidders, Technical Specifications & Conditions, Special Provisions, General Provisions, Insurance Requirements, Safety and Health Requirements, Permit Fees, Maintenance of Traffic Policy (M.O.T.), Plans and all other related documents, including all modifications thereof incorporated in the Documents before their execution. These form the Contract.

3. The County and the Contractor are those mentioned as such in this Project. They are treated throughout the Contract Documents as if each were of the singular number and masculine gender.

4. Written notice shall be deemed to have been duly served three (3) calendar days after date of postmark, and upon receipt, if delivered to the individual or member of the firm or an officer of the corporation for whom it is intended.

5. The term Subcontractor, as employed herein, includes only those having a direct Contract with the Contractor and it includes one who furnishes material worked to a special design according to the Plans and Specifications of this work, but does not include one who merely furnishes materials not so worked.

6. The term "work" of the Contractor and Subcontractor includes labor or materials or both, equipment, transportation, or other facilities necessary to complete the Contract.

7. All time limits stated in the Contract Documents are of essence to the Contract.

C. Quality of Work: The Contractor agrees to do the work covered under the Contract, conforming to the Contract, Technical Specifications & Conditions, and in a quality acceptable to the trades. The Contractor further agrees to follow proper and appropriate instructions by the County.

D. Maintenance of Traffic: The Contractor shall abide with the County's current Maintenance of Traffic Policy, a copy of which is attached.

E. Time of Completion: The Contractor shall complete the work within the time set forth in the Contract. The Contractor shall complete each portion of the work within such time as set forth in the Contract for such portion. The time of completion of the Contract shall be expressed in calendar days.

All work for this project shall be performed during regular business hours. A regular workday shall be considered to be a maximum of ten (10) hours duration. The cost for inspection time for work performed on weekends, holidays, or in excess of ten (10) hours, will be billed to the Contractor at the prevailing wage plus overhead costs for those persons involved. The exception would be any work required for the safety or protection of the public.

A working day is any day within the period between the start of the Contract time and the date provided in the Contract for completion or upon field acceptance by the County of all work provided for in the Contract, or as stipulated in the Technical Specifications & Conditions, which ever comes first, other than:

1. Saturday
2. Sunday
3. Any day designated as a holiday by the County

4. Any day the Contractor is prevented from working during the first five (5) hours of the workday, with at least 60 percent of the normal work force, due to inclement weather.

Request for planned overtime by the Contractor must be submitted in writing to the County 24 hours in advance, and may not proceed without the County's approval.

GP-02 PROSECUTION AND PROGRESS

A. Subletting or Assigning of Contracts: The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of his right, title, or interest therein, without written consent of the County.

B. Pre-construction Conference: After the Contract has been awarded, the County will call a pre-construction conference to be held before any work is begun to review the construction aspects of the Project. The meeting will be between the County, the Contractor, and the various utility companies which will be affected by the construction.

Submission of Working Schedule/Order of Completion - At the pre-construction conference, the successful bidder shall have on hand, a working schedule for the Project, showing in detail the order in which the Contractor proposes to perform the work. He shall indicate the dates on which various major items of work will start and the estimated completion dates of the major items. The schedule shall also show the Contractor's proposed operations for the various items of work that would affect or be affected by utility adjustments.

C. Provisions for Convenience of Public: The Contractor shall schedule his operations so as to minimize any inconvenience to adjacent businesses or residences. Where necessary, the County may require the Contractor to construct first the work in any areas along the Project where restrictions caused by construction operations would present a more serious handicap, before beginning construction in the less affected areas.

GP-03 CONTROL OF THE WORK AND MATERIALS

A. Plans and Contract Documents - The Contractor will be furnished up to four (4) copies of the Plans, Technical Specifications, General and Special Provisions as required for the Project. The Contractor shall have available on the job site at all times copies of the Plans (including relevant Design Standards), Technical Specifications, General and Special Provisions available to the County and/or its representatives.

B. Detail Drawings and Instructions - The County may furnish, with reasonable promptness, additional instructions by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the Contract Documents, true developments thereof, and reasonably inferable therefrom.

C. Order of Precedence - These documents are integral parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work.

In cases of discrepancy, the governing order of the documents shall be as follows:

1. Permits from Agencies as required by law
2. Change Orders
3. Contract Documents excluding Construction Plans
4. Construction Plans
 - a. Dimensions given in figures govern over scaled dimensions
 - b. Detail drawings govern over general drawings
 - c. Addenda/Change Order drawings govern over Contract drawings
5. F.D.O.T. Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, January 2013 Edition, English Units
6. F.D.O.T. Standard Specifications, for Road and Bridge Construction, 2013 Edition, with all revisions.

D. Conformity of Work with Plans - All work performed and all materials furnished shall be in reasonably close conformity with lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown on the Plans or indicated in the Technical Specifications or Special Provisions.

E. Authority of the County - All work shall be done under the supervision of the County and performed to its satisfaction. It is agreed by the parties hereto that the County shall decide all questions and disputes which may arise relative to the interpretation of the plans, construction, prosecution, and fulfillment of the Contract, and as to the character, quality, amount, and value of any work done, and materials furnished, under or by reason of the Contract.

F. County's Status - The County shall examine and inspect the work to assure compliance with the requirements of these Contract Documents. The County shall determine the quality and acceptability of materials and workmanship relative to the requirements of the Plans and Technical Specifications. The County has the authority as follows:

1. to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract
2. to reject all work which does not conform to the Contract
3. to resolve questions which arise in the execution of the work

The County and his representative shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection. If the Technical Specifications & Conditions, the County's instruction, laws, ordinances or any public authority require any work to be specially tested or approved, the Contractor shall give the County timely notice of its readiness for inspection and, if the inspection is by an authority other than the County, the date fixed for such inspection. Inspections by the County shall be promptly made and, where practicable, at the source of supply.

The County's Inspectors shall be authorized to inspect all work done and all materials furnished. They shall be authorized to call to the attention of the Contractor any failure of the work or materials to conform to the Technical Specifications & Conditions and Contract, and shall have the authority to reject materials or suspend the work until any questions at issue can be referred to and resolved by the County. The presence of the Inspector shall in no way lessen the responsibility of the Contractor.

If any work should be covered up without approval or consent of the County, it must, if required by the County, be uncovered for examination at the Contractor's expense. Re-examination of questioned work may be ordered, and the work must be uncovered by the Contractor.

G. Suspension of Work - The County may at any time suspend work by giving ten (10) days notice to the Contractor in writing. The County shall reimburse the Contractor for expenses incurred by the Contractor in connection with work under the Contract as a result of such suspension, unless such suspension was caused by actions of the Contractor. However, if the work or any part thereof shall be stopped by a notice in writing aforesaid, and if the County does not give written notice to the Contractor to resume work within thirty (30) days of the date fixed in the written notice to suspend, then the Contractor will be entitled to the estimates and payment for all work done, unless such suspension was caused by actions of the Contractor.

H. The County's Right to do Work - If the Contractor should neglect to prosecute the work properly or fail to perform in accordance with provisions of the Contract, the County, after three (3) days written notice, may without prejudice to any other remedy it may have, make good any deficiencies and deduct the cost from the payment due the Contractor.

I. County's Decision - The County shall, within a reasonable time after their presentation, make decisions in writing on claims by the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents.

J. Contractor's Supervision and Employees - The Contractor shall supervise, inspect, and direct the work completely and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.

The Contractor shall be solely responsible for the means, methods, techniques, sequence, and procedures necessary for the orderly progress of the work, and to maintain all safety precautions and programs incidental thereto. The Contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ any unfit person or anyone unskilled in the work assigned to him. The Contractor shall be responsible to see that the completed work complies fully with the Contract Documents.

As the work progresses, the Contractor shall keep on the job at all times an English-speaking Superintendent or designee, technically qualified, who is an employee of the Contractor and who shall not be replaced without written notice and approval from the County. The Superintendent will be the Contractor's representative on the job and shall have authority to act on behalf of the Contractor. The Superintendent or his qualified designee shall be present at the job site and direct the work of sub-contractors, as well as employees of the Contractor. This supervisor will be equipped with a communication device enabling him/her to contact suppliers, sub-contractors or his/her office who in turn can convey necessary communications to others. All communications given to the Superintendent shall be as binding as if given to the Contractor. The Contractor shall issue all communications to the County or his representative.

The Contractor's Superintendent shall be present on the job site at all times while work is in progress, and shall be available by phone for emergencies twenty-four (24) hours per day, seven (7) days per week. Failure to observe this requirement shall be considered suspension of the work by the Contractor until such time as such Superintendent is again present on the job.

K. Contractor's Understanding - It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality, and quantity of the materials to be encountered, the character of equipment and facilities needed prior to and during prosecution of the work, the general and local conditions, and other matters which can in affect the work under the Contract. No verbal agreement or conversation with any officer, agent, or employee of the County, either before or after execution of the Contract, shall affect or modify the terms or obligations herein contained.

L. Permits and Regulations - Permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor, unless otherwise specified. (A list of permit fees is attached.) The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the specifications and drawings are at variance therewith, he shall promptly notify the County in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the County, he shall bear all costs arising therefrom.

M. Protection of Work and Property - The Contractor shall continuously maintain protection of all his work from damage and shall protect the County's property from injury or loss arising in connection with the Contract. He shall make good on any such damage, injury or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of the County. He shall adequately protect adjacent property as provided by law and the Contract Documents. He shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authority or local conditions. In an emergency affecting the safety of life or of the work, or of adjoining property, the Contractor, without special instruction or authorization from the County, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury, and he shall so act, without appeal, if so instructed or authorized. Any compensation claimed by the Contractor on account of emergency work shall by determined by agreement between the Contractor and the County.

The Contractor shall not occupy private land outside of any easements or rights of way unless a written authorization has been signed by the property owner. It shall be the Contractor's responsibility to provide these agreements prior to construction, if required. Prior to the use of private lands, the Contractor shall submit a copy of the agreement(s) to the County. In the event the Contractor uses private property for any purpose without first having obtained the necessary approvals from the property owner and provided the necessary agreements to the County, the County will direct the Contractor in writing to immediately cease using such property.

Prior to application for final payment, the Contractor shall provide documentation from the owner of each piece of private property for which an agreement for use was provided, or for which the County has issued written notification to the Contractor, that each owner is satisfied with the manner in which the Contractor has restored the property. Final payment or reduction in retainage shall not be paid until such documentation is received by the County.

N. Changes in the Work - The County, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work, the Contract sum being adjusted accordingly. Such work shall be executed under the conditions of the original Contract. The change and amount of compensation must be agreed upon in writing in a document of equal dignity herewith prior to any deviation from the terms of the Contract.

In giving instructions, the County shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work. Except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the County; and no claim for an addition to the Contract sum shall be valid, unless ordered. Value of any such extra work or change shall be determined in one or more of the following ways:

1. By estimate and acceptance in a lump sum;
2. By unit prices named in the Contract or subsequently agreed upon;
3. By cost and percentage or by cost and a fixed fee.

If none of the previous methods are agreed upon, the Contractor, provided he receives an order as above, shall proceed with the work. In such case and also under case (c), he shall keep amendment in such form as the County may direct, a correct account of the net cost of labor and materials, together with vouchers. The County shall certify to the amount, including reasonable allowance for overhead and profit, due to the Contractor. Pending final determination of value, no payment on changes shall be made.

When requiring a change in the scope of services the Contractor shall notify the County by written notice that a change order is requested within five (5) calendar days of any occurrence.

O. Deductions for Uncorrected Work - If the County deems it inexpedient to correct work injured or done not in accordance with the Contract, an equitable deduction from the Contract price shall be made thereof.

P. Delays and Extension of Time - If the Contractor should be delayed at any time in the progress of the work by any act of neglect of the County or of his employees, or by any other Contractor employed by the County, or by changes ordered in the work, or by such causes beyond the Contractor's control, or by delay authorized by the County, or by any cause which the County shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the County may decide. However, no time delay shall be allowed if judged by the County to be caused by the Contractor's negligence. No such extension shall be made for delay occurring more than seven (7) calendar days before claim therefore is made in writing to the County. In the case of a continuing cause of delay only one (1) claim is necessary. This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

Q. Correction of Work Before Final Payment - All work, all materials, whether incorporated in the work or not, all processes of manufacturer, and all methods of construction shall be at all times and places subject to the inspection of the County who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet County approval; they shall be forthwith reconstructed, made good, replaced, and/or corrected, as the case may be, by the Contractor at his own expense. Rejected material shall be immediately removed from the site. If, in the opinion of the County, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the County shall be equitable.

R. Contractor's Right to Stop Work or Terminate Contract - If the work should be stopped under an order of any court or other public authority for a period of three (3) months, through no act or fault of the Contractor or of anyone employed by him, or if the County fails to pay the Contractor within thirty (30) calendar days of maturity and presentation any sum certified by the County, then the Contractor may, upon seven (7) calendar days written notice to the County, stop work or terminate the Contract.

S. Removal of Equipment - In the case of termination of the Contract before completion from any cause whatever, the Contractor, if notified to do so by the County, shall promptly remove any part or all of his equipment and supplies from property of the County and/or site of work, failing which the County has the right to remove such equipment and supplies at the Contractor's expense.

T. Use of Completed Portions - The County has the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work of such portions may not have expired, but taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the work, the Contractor shall be compensated as the County may determine and the County approves.

U. Payments Withheld - The County may withhold payment to the Contractor from loss on account of:

1. Defective work not remedied.
Reference: F.D.O.T. Section 9-5.3.
2. Claims filed or evidence indicating probable filing of claims.
Reference: F.D.O.T. Section 5-12 and 9-10.
3. Failure of the Contractor to make payment properly to Subcontractors or for material/labor.
Reference: F.D.O.T. Section 9-8.
4. A reasonable doubt that the Contract can be completed for the balance then unpaid.
5. Damage to another Contractor.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

V. Damages - Any claim for damage arising under the Contract shall be made in writing to the party liable within a reasonable time of the first observance of such damage and not later than the time of final payment, except as expressly stipulated otherwise in the case of faulty work.

W. Assignment - Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

X. Rights of Various Interests - Before work being done by the County's forces or by other Contractor's forces, contiguous to work covered by the Contract, the respective rights of the various interests involved shall be established by the County before such commencement, to secure the completion of the various portions of the work in general harmony.

Y. Separate Contracts - The County reserves the right to let other Contracts in connection with this work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of the work, and shall properly connect and coordinate his work with theirs. If any part of the Contractor's depends on proper execution or results upon the work of any other Contractor, the Contractor shall inspect and promptly report to the County any defects in such work that render it unsuitable for such proper execution and results. His failure to so inspect and report shall constitute an acceptance of the other Contractor's work as fit and proper for the reception of his work, except as to defects which may develop on the other Contractor's work after the execution of his work.

Z. Subcontractors - The Contractor shall provide a list of subcontractors with his bid for approval. The Contractor agrees that he is as fully responsible to the County for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the County. Substitutions must be submitted in writing and shall be subject to approval by the County.

To insure proper execution of his subcontractor's work, the Contractor shall measure work already in place and shall at once report to the County any discrepancy between the executed work and the drawings.

AA. Horizontal and Vertical Control - Unless noted otherwise in the Contract documents, the Contractor shall be responsible for the layout of all Contract work. The Contractor shall employ or retain any/all professional services that are required by the Contract to complete the work. The Contractor shall carefully preserve benchmarks, reference points and stakes and, in case of willful or careless destruction, be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

BB. Lands for Work - The County shall provide the lands upon which the work under the Contract is to be done, except that the Contractor shall provide land required for the erection of temporary construction facilities and storage of materials, together with the right of access to same.

CC. Cleaning Up - The Contractor shall, at such times as may be required by the County, remove from the County's property and from all public and private property, at his own expense, all temporary structures, used materials and equipment, rubbish and waste materials resulting from his operations. All damaged areas will be restored by the Contractor to their original condition and approved by the County. By submission of a bid, the Contractor assumes full responsibility for the associated expenses. There shall not be an increase in time or price associated with such removal, and payment to Contractor may be withheld until such work is completed.

DD. Guarantee - The Contractor shall warrant all equipment furnished and work performed by him for a period of one (1) year from the date of substantial completion of the work by the County or as may be otherwise specified. Any faulty work or equipment will be fully corrected at no cost to the County and restored work will be warranted for one (1) year from the date of acceptance, or as may be otherwise specified.

The making and acceptance of final payment shall not waive any claim for faulty work appearing after final payment or for failure to adhere strictly to the Contract Documents. If any part of the project is guaranteed for a longer period, such longer period shall prevail. Except as otherwise specified, all work shall be guaranteed by the Contractor against defects resulting from use of inferior materials, equipment or workmanship for one (1) year from the date of substantial completion or written acceptance by the County, whichever is later.

EE. Utilities -

1. Responsibility Regarding Existing Utilities and Structures: The Contractor shall be responsible for getting utility locates, sequencing his work to minimize conflicts with the utilities and making necessary field adjustments to accommodate the utilities. The existence and location of underground utilities indicated on the plans are not guaranteed and shall be investigated and verified in the field by the Contractor before submitting a bid. Excavation in the vicinity of existing structures and utilities shall be done by hand. The Contractor shall be responsible for any damage to, and for maintenance and protection of, existing utilities and structures, and from any damages resulting from said excavation. The Contractor is to include within his line item bid prices, the costs to protect, support,

relocate, or move (whether shown or not shown on the proposed project set of plans) all underground utilities which may be in conflict with the construction of the proposed project.

2. Cooperation With Utilities: Attention is called to the Underground Facility Damage Prevention and Safety Act, Chapter 556, Florida Statutes. This act provides for a "Sunshine State One Call" which is to be used by all parties doing excavation, demolition or other underground construction. The Contractor is required prior to any excavation to notify "SUNSHINE STATE ONE CALL OF FLORIDA (800-432-4770)

FF. Accidents - The Contractor shall provide equipment and medical facilities as necessary to supply first aid to anyone who is injured in connection with the work. The Contractor must promptly report in writing to the County accidents arising out of, or in conjunction with, the performance of the work, whether in, or adjacent to, the site, which cause death, personal injury, or property damages, giving full details and statements of witnesses. If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the County.

If a claim is made by anyone against the Contractor or Subcontractor on account of an accident, the Contractor shall promptly report the facts in writing to the County, giving full details of the claim.

GG. Stage Plans - Stage plans of structural alterations, cofferdams, dredging, furnished or approved by the County, shall be adhered to unless objected to in writing by the Contractor, but the submission or approval of stage plans by the County shall not relieve the Contractor of full responsibility for the safety of the work.

HH. Measurement of Quantities - The quantities of materials and work performed will be computed by the County on the basis of measurements taken by the County and/or its agents, and these measurements shall be final and binding. All materials and work computed under the Contract shall be measured by the County according to the United States Standard Measurements and Weights.

The County does not assume any responsibility that the final quantities will remain in accord with estimated quantities, nor shall the Contractor claim misunderstanding or deception because of such estimate of quantities. The estimated quantities of work to be done and materials to be provided may be increased, decreased, or omitted, as provided herein. Any increase in quantities shall be approved by the County prior to any work.

II. Reference to Other Specifications - Where reference is made to Specifications such as A.S.T.M., A.W.W.A., or A.A.S.H.T.O., or any other reference specifications, the latest edition shall be used.

JJ. Sanitary Facilities - The Contractor shall provide and maintain, in a sanitary condition, facilities for his employees as are required by local and state boards of health.

KK. Quality of Equipment and Materials - To establish standards of quality, the County may, in the specifications, refer to products by name and/or catalog number. This procedure is not to be construed as eliminating from competition other products of equal quality by other manufacturers where fully suitable in design.

1. The Contractor shall furnish a complete list of proposed desired substitutions prior to signing of the Contract together with such engineering and catalog data as the County may require.
2. The Contractor shall abide by the County's judgment when proposed substitute items of equipment are judged unacceptable and shall furnish the specified item of equipment in such case. All proposals for substitutions shall be submitted in writing by the General Contractor. The County will approve or disapprove proposed substitutions in writing within a reasonable time.

LL. Codes and Laws - The successful bidder shall comply with all Federal, State, Local laws, and ordinances that affect the Contract in any way.

MM. Traffic Control - The Contractor shall comply with the "Manual on Uniform Traffic Control Devices" and maintain safe conditions at all times.

NN. Explorations and Reports - If reference is made to identification of reports of explorations and tests of subsurface conditions at the site that have been used in preparing the Contract Documents, it should be understood that these reports are not part of the Contract Documents. The Contractor shall have full responsibility with respect to subsurface conditions at the site. Technical data, made available only at the Contractor's request, may not be sufficient for construction purposes. Additional investigations may be necessary for the purposes of carrying out the construction project.

If the Contractor desires subsurface investigation, it will be done at his expense, prior to bidding. If the Contractor has elected not to make subsurface investigation prior to bidding, he shall not be entitled to any extra due to conditions encountered.

OO. Existing Structures - Drawings of physical conditions in or relating to existing surface and subsurface structures which are at or contiguous to the site that have been utilized by the Consultant and/or the County in preparation of the Contract Documents. The Contractor may rely upon the accuracy of the technical data contained in such drawings but not for the completeness thereof for the purposes of preparing or submitting a bid. Except as previously indicated, the Contractor shall have full responsibility with respect to physical conditions in or relating to such structures.

PP. Report of Differing Conditions - If the Contractor believes that any technical data on which he relies is inaccurate, or if any physical conditions uncovered or revealed at the site differ materially from that indicated, reflected, or referred to in the Contract documents, the Contractor shall promptly, after becoming aware and before performing any work in connection therewith (except in emergency situations), notify the County in writing about the inaccuracy or difference. Any work done after such discovery will be done at the Contractor's risk.

The County will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise the Contractor of its findings and conclusions.

QQ. Not Shown or Indicated - If an underground facility is uncovered or revealed at or contiguous to the site, which was not shown or indicated and of which the Contractor could not reasonably have been expected to be aware, the Contractor shall promptly, before performing any work (excepting in emergencies), identify the owner of such underground facility and give written notice thereof to that owner and to the County. The County will review the underground facility to determine the extent to which the Documents should be modified to reflect and substantiate the consequences of the existence of the underground facility. With County approval, the Contract Documents will be amended or supplemented to the extent necessary. During such time, the Contractor shall be responsible for the safety and protection of such underground facility. The Contractor shall be allowed an increase or an extension of time, or both, to the extent that they are attributable.

**SPECIAL PROVISIONS
CONCRETE BOX CULVERTS – LITTLE FARM ROAD
BID NO. 2014000141**

SP-01 INTENT: The intent of Charlotte County is to obtain the services of a firm for the installation of concrete box culverts with headwalls and wingwalls, and roadway reconstruction. The work also includes all other items incidental to the construction of the structures including, but not limited to, removal and disposal of existing structures, site dewatering, flow diversion, excavation and fill, riprap, grading, sod, and maintenance of traffic located on Little Farm Road, Port Charlotte, Florida as described in the Technical Specifications and/or shown on the Plans attached herewith. The County reserves the right to establish the exact limits of work in the field and to add to or delete from the Project as it deems necessary.

The work specified herein shall consist of furnishing and installing all material, labor, and any incidentals required for the successful completion of all work as specified on the plans. All work shall conform within the limits as specified on the plans and shall be in conformance with the appropriate technical specifications as specified herein. The Contractor shall be responsible for traffic control, maintenance/restoration of existing street signs, traffic control signs, mail boxes, disturbed during the construction.

SP-02 EXAMINATION OF DOCUMENTS: The bidding Contractor is instructed to carefully examine the bid package, Request for Bids, Instructions to Bidders, Technical Specifications & Conditions, Special Provisions, General Provisions, Insurance Requirements, Permit Fees, Maintenance of Traffic Policy (M.O.T.), FDOT Standard Specifications for Road and Bridge Construction 2013 Edition referred to as Specifications, FDOT Roadway and Traffic Design Standards 2013 Edition referred to as Standard Index, Manual on Uniform Traffic Control Devices latest Edition referred to as M.U.T.C.D., FDOT Structures Manual January 2013 Edition, FDOT Basis of Estimates Manual Latest Edition, Plans and all other related bid documents, including all modifications thereof, incorporated in the bid package.

SP-03 NOTICE TO PROCEED/DELIVERY: A pre-construction meeting will be held, at which time a Notice to Proceed will be issued. The Notice to Proceed shall state the mutually agreed upon date on which it is expected that the Contractor will begin the construction and from which date the contract time will be charged. The Contractor shall notify the County at least 72 hours in advance of the time actual construction operations will begin. No work under the Contract shall be commenced until after the Notice to Proceed/Purchase Order has been issued.

SP-04 DEFINITIONS: Wherever in these Special Provisions or in other documents pertaining to the contract, the following terms and abbreviations appear their intent and meaning shall, unless specifically stated otherwise, be interpreted as shown in this Section. Abbreviations shall be in accordance with F.D.O.T Specifications 1-2.

1. Bridge: A structure, including supports, erected over a depression or over an obstruction such as water, highway or railway, or for elevated roadway, for carrying traffic or other moving loads, and having a length, measured along the center of the roadway, of more than twenty (20) feet between the inside faces of end supports. A multiple-span box culvert is considered a bridge, where the length between the extreme ends of the openings exceeds twenty (20) feet.

2. Consultant: The Professional Engineer or Engineering Firm registered in the State of Florida who performs Professional Engineering Services for Charlotte County, other than Charlotte County's personnel. The Consultant may be the Engineer of Record or may provide services through and be subcontracted to the Engineer of Record.

3. Controlling Work Items: Those work items that are directly interrelated such that each has a definite influence on progress of the overall work.

4. Engineer: The Director of Community Development of Charlotte County, acting directly or through duly authorized representatives; such representatives acting within the scope of the duties and authority assigned to them.

5. Engineer of Record: The Professional Engineer or Engineering Firm contracted with by Charlotte County and registered in the State of Florida who develops criteria and concept for the project, performs the analysis and is responsible for the preparation of the Contract Plans and Specifications.

6. Inspector: An authorized representative of the County, assigned to make official inspections of the materials furnished and of the work performed by the Contractor.

7. Right-of-Way: The land which Charlotte County has title to, or right of use, for the road and its structures and appurtenances.
8. Roadbed: That portion of the roadway occupied by the subgrade and shoulders.
9. Roadway: The portion of a highway within the limits of construction.
10. Shoulder: That portion of the roadbed outside the edges of the traveled way (or back of curb) and extending to the top of front slopes. The shoulders may be either paved or unpaved.
11. Special Provisions: Specific clauses adding to or revising the General Provisions, setting forth conditions varying from or additional to General Provisions, for a specific project.

SP-05 MAINTENANCE OF TRAFFIC: The Contractor shall abide with the County's current Maintenance of Traffic Policy, F.D.O.T. Standard Specifications for Road and Bridge Construction 2013 Edition, FDOT Roadway and Traffic Design Standards 2013 Edition, and the Manual on Uniform Traffic Control Devices (M.U.T.C.D.) latest Edition, Plans and all other related bid documents, including all modifications thereof, incorporated in the bid package.

SP-06 COUNTY'S STATUS: The County shall examine and inspect the work to assure compliance with the requirements of these Contract Documents. The County shall determine the quality and acceptability of materials and workmanship relative to the requirements of the Plans and Technical Specifications. The County has the authority as follows:

- To stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract.
- To reject all work which does not conform to the Contract.
- To resolve questions which arise in the execution of the work.
- To stop work whenever materials or shop drawings have not been approved prior to placement.

No additional time or compensation will be added to the Contract when stopping the work for the above listed reasons.

SP-07 INSPECTION OF WORK: Inspection of Work shall also be in accordance with FDOT Section 5-9.

SP-08 PROTECTION OF WORK AND PROPERTY: Protection Of Work And Property shall be in accordance with FDOT Sections 7-1 through 7-12 and Sections 7-14, 7-15, 7-18, 7-19, 7-20, and 7-21.

SP-09 ALTERATIONS OF PLANS OR CHARACTER OF THE WORK: Alterations of Plans or of Character of Work shall be in accordance with FDOT Specifications, Sections 4-3 through 4-3.8 and Section 4-4. Any reference to the word *Supplemental Agreement* shall mean Change Order.

SP-10 QUALIFICATIONS OF CONTRACTOR'S PERSONNEL: Qualifications of Contractor's personnel shall be in accordance with FDOT Specifications Section 8-5.

SP-11 UNFORSEEABLE WORK: Unforeseeable work shall be in accordance with FDOT Specification Section 4-4.

SP-12 CONTRACTOR'S RESPONSIBILITY FOR WORK: shall be in accordance with FDOT Specification Section 7-14.

SP-13 LIMITATIONS OF OPERATIONS: shall be in accordance with FDOT Specification Section 8-4.

SP-14 EQUIPMENT: The Contractor shall only use equipment, machines, or a combination of machines that are in good and safe working condition. The equipment shall produce results that meet or exceed the Technical Specifications & Conditions. Special attention is directed to pavers capable of achieving desired application rates, specified cross slope and necessary joint matching through the use of the latest electronic technology available. Equipment incapable of providing this will not be acceptable for use on this Contract. The Contractor shall not use equipment which is unsafe or is in need of repair. Work completed with equipment which is not properly functioning shall be deemed unacceptable. The Contractor shall also conform to FDOT Specification, Section 100.

SP-15 CONTROL OF MATERIALS REQUIRED BY FDOT SPECS - SOURCE OF SUPPLY AND QUALITY REQUIREMENTS - CONTROL BY SAMPLES & TESTS: All workmanship and materials shall be in accordance with the FDOT Standard Specifications for Road and Bridge Construction Section 6 and Section 2-12, FDOT Roadway and Traffic Design Standards and the Manual of Uniform Traffic Control Devices and all applicable Federal, State and Local Rules, regulations and ordinances unless amended within this contract. Only materials conforming to the requirements of the

Specifications and approved by the County shall be used for the work. Any materials proposed for use may be inspected or tested at any time during their preparation and use. No material which, after approval, has in any way become unfit for use shall be used in the work.

The Contractor shall give sufficient notification of placement of orders for materials and shall order materials sufficiently in advance of their incorporation in the work to allow time for sampling and testing. If the volume, progress of the work, and other considerations warrant, the County may undertake the inspection of materials at the source of supply. The Contractor shall ensure the County has free entry at all times to the plant as concerns the manufacture or production of the materials ordered, and shall bear all costs incurred in providing all reasonable facilities to assist in judging if material complies with Specifications.

Materials shall be FDOT certified at the source of supply. The County may certify materials at the plant as to FDOT Specifications.

The County may require any or all materials to be subjected to tests by means of samples or otherwise, at production points, after delivery, or both, as he may determine. The Contractor shall furnish at his own expense, the materials necessary for the required samples, delivered to the point designated, without charge to the County.

If, after sampling and testing, it is found that a source of supply which has been approved does not furnish a uniform product, or if the product from any source proves unacceptable at any item, the Contractor shall furnish material from other approved sources.

The samples and tests used for determining the quality and acceptability of the materials and workmanship which have been or are being incorporated in the Project shall conform to the requirements of the State of Florida Department of Transportation Material Sampling, Test, and Reporting Guide, 1988 Edition.

SP-16 PRE-CONSTRUCTION CONFERENCE: Prior to commencing work, a Pre-Construction conference will be held, at which time a mutually agreeable first day of work will be determined. At this time the Contractor shall submit a list containing the name, address and phone numbers of all subcontractors proposed to be used on this project. The list shall include a description of the work and the percentage of the total contract cost involved. If and when additional sub-contractors are proposed, a similar list will also be submitted. The total cost of all sublet work shall not exceed 49% of the contract cost. The FDOT Specifications Sections 8.1 and 8.2 shall apply. The following documents are also to be submitted at this meeting:

- A list of all suppliers
- A list of all subcontractors and their project share
- The Contractors emergency call out list
- The construction schedule with dates
- Haul routes
- MOT plan
- Erosion control plan
- Dewater/ diversion plan
- Health and Safety Plan
- Turbidity Monitoring Plan
- Property Owners Notification Letter

SP-17 LIQUIDATED DAMAGES: The work shall be completed within **150 calendar days** from the date specified in the Notice to Proceed; this is being the Contract Time. The Contract Time shall include the preparation, submittal, review and approval of submittals, delivery of components and materials, and construction, erection, assembly, adjustment and placement into service for beneficial use of all facilities covered under this contract. The Contract Time also includes up to fourteen (14) calendar days for the review of shop drawings by Charlotte County. The Contract Time shall be extended by one (1) calendar day for each calendar day over fourteen (14) that is used by the County for review of the shop drawings. There shall be no extension of time provided for modification and corrections to the shop drawings to address deficiencies therein identified during the review by Charlotte County.

In the event that the Contractor chooses to submit re-designs for Cast-in-Place box culverts, the County review time defined in the above paragraph shall be changed from 14 days to 21 days.

Charlotte County shall issue a Notice of Substantial Completion to the Contractor when it has determined that the work identified in the contract has been substantially completed and that the facility is operating satisfactorily. Charlotte County shall provide the Contractor with a punch list within seven (7) calendar days after the Notice of Substantial Completion is

issued. The punch list will identify the remaining items that must be addressed to the satisfaction of Charlotte County by the Contractor to meet his obligations under the contract. The Contractor shall complete the items on the punch list to the satisfaction of Charlotte County within fourteen (14) additional calendar days of the issuance of the Punch List and prior to submittal of the application for final payment. Any costs incurred by the County (i.e. inspection time) after the fourteen (14) calendar day period shall be charged to the Contractor.

The County and the Contractor hereby agree that time is of the essence on this contract and the County will suffer damages if the work is not substantially completed within the Contract Time, plus any extensions thereof allowed by Change Order. It is further recognized and agreed by the County and the Contractor that the determination of the exact value of the damages the County would suffer due to a delay in the Substantial Completion of the work would be a difficult, time consuming and costly process. It is therefore hereby agreed by the County and the Contractor that it is in their mutual interest to establish a figure of **\$1,423.00** per calendar day as Liquidated Damages (but not as a penalty) to be paid by the Contractor to the County for each calendar day that Substantial Completion is delayed beyond the Contract Time. It is mutually agreed by the County and the Contractor that neither shall make any claim to increase or reduce the amount to be paid under Liquidated Damages as the result of any calculation of actual damages suffered by County as the result of a delay in the Substantial Completion of the work.

SP-18 COOPERATION WITH UTILITIES: The Contractor shall notify all utility owner(s) affected by the construction prior to beginning work. Any expense of utility repair or other damage due to Contractor's operations shall be borne by the Contractor. Protection of utilities shall be the responsibility of the Contractor who shall provide adequate protection to maintain proper service.

Attention is called to the Florida Underground Facility Damage Prevention and Safety Act defined in Florida Statute 240. This act provides for a "One Call Toll Free" telephone number to be used by all parties doing excavation, demolition or other underground construction.

The contract documents require the Contractor to cooperate with utilities. The engineer has contacted each affected utility, and each utility will be responsible for the necessary relocations, except for utilities that are called for to be relocated under this contract. The Contractor shall be responsible for notifying the utilities, sequencing his work to minimize conflicts with the utilities and making necessary field adjustments to accommodate the utilities.

SP-19 DAMAGES: Areas adjacent to the construction that are damaged shall be repaired at the Contractor's expense. Restoration of adjoining areas shall be equal to or better than original condition and to the satisfaction of the County.

Protection of personal property, utilities, structures, mailboxes, sprinkler systems, conduits, trees, and shrubs shall be the responsibility of the Contractor, who shall provide adequate protection to maintain proper service.

SP-20 SHOP DRAWINGS: The Contractor shall furnish shop drawings to the County in accordance with FDOT Specifications Sections 5-1.2 through 5-1.4., except as modified herein. The Contractor shall list the pay item number on each shop drawing submittal. If the Contractor discovers conflicts between shop drawings and specifications or otherwise, after submitting shop drawings for processing by the County, the Contractor shall immediately advise the County; in this event, the Contractor is responsible for resolving the situation through the contract's provisions. The only exception to the above provisions for deviations and conflicts is for differences between shop drawings and construction plans/specifications deemed by the County to be minor, not conflicting with the latter, nor involving cost differences of any kind. Then the Contractor shall include a written explanation with his submittal, citing the specific differences and why the County should approve the submittal under these conditions. The County's decision in this situation is final.

SP-21 TESTING: The Contractor shall perform all Quality Control required by the Contract Documents. All quality assurance testing for this project shall be performed by the County at no expense to the Contractor. However, any testing that fails, any retesting done as a result of said failures, or expenses incurred as a direct result of the Contractor's actions, will in turn be back charged to that Contractor. To schedule any testing, the Contractor shall submit a request 24 hours in advance of the need. If testing is not performed as scheduled, due to Contractor's delay, the Contractor shall be charged all costs incurred by the County.

SP-22 MONTHLY ESTIMATES: As the construction work progresses, each month the Contractor will be paid the total value of the work completed and accepted during the preceding month, less ten percent (10%) retainage. In accordance with Section 218.735, Florida Statutes and for those construction contracts in excess of \$200,000, the County, after fifty percent (50%) of the contracted construction work is completed, shall reduce the amount of the retainage withheld to five percent (5%) on all subsequent monthly estimates. Also, after such time the Contractor may request and submit as part of his monthly estimate a release of up to one-half of the retainage being withheld by the County, unless the County has grounds

for withholding the payment of retainage pursuant to Section 255.05, Florida Statutes. The County's computations shall be the basis for monthly estimates and final payment.

The County will furnish the Contractor's Superintendent with a list of quantities and pay items summarizing the work completed during the preceding month. This comprises the monthly estimate. The County's summary of pay items and submittal of the monthly estimate for subsequent payment to the Contractor shall serve as the basis for and become part of the invoice for such payment. The invoice shall be in strict conformance with the form prescribed by the County and submitted at the same time as the monthly estimate. The Contractor shall include with each Pay Request a revised Construction Schedule. Payment approvals will be subject to the procedures established by the County.

SP-23 MEASUREMENT AND PAYMENT: Measurement and payment shall be in accordance with FDOT Specifications Section 9-1.1 through 9-1.6, Section 9-2.1, 9-2.2, 9-3, 9-6.3.1 and Section 2-3, except as modified herein. **No bituminous adjustments will be made for asphalt, or gasoline and diesel fuels.**

SP-24 RECORD OF CONSTRUCTION MATERIALS: Record of construction materials shall be in accordance with FDOT Specifications Section 9-7.1 through 9.7.2.

SP-25 PRESERVATION OF PROPERTY: Preservation of property shall be in accordance with FDOT Specifications Section 7-11.

SP-26 PERMITS: The Contractor will be responsible for obtaining all permits necessary to complete the work described on the Plans and in the Specifications. All work performed will be in accordance to the permit special conditions and restrictions. Specific permits obtained by the Contractor include, but are not limited to, work within a County right-of-way.

SP-27 QUANTITIES: The quantities, as shown on the Bid Forms, are approximate and are given only as a basis of calculation for award of the Contract. The actual quantities may vary substantially from the estimate amount.

The quantities provided are estimates for determining the lowest responsible, responsive bidder. The total cost of the work will be determined based upon the actual quantity of work performed at the unit price bid. The County does not represent that actual quantities involved will correspond exactly with such estimates.

SP-28 SUBCONTRACTING REQUIREMENTS: The General Contractor may sublet portions of the work at each site, but shall perform with his own organization work amounting to not less than 51% of the total contract amount for that site less the total amount for those contract items designated by FDOT as "Specialty Work". The FDOT Specifications Sections 8.1 and 8.2 shall apply.

SP-29 FOR CONTRACTOR'S ATTENTION: Any conflict between the County's issued specifications and Charlotte County Utilities, or any other governmental agencies' specifications shall be resolved by the County, whose decision is final.

SP-30 REFERENCES: Contractor shall submit a minimum of three (3) recent (within the past five (5) years) references of projects of similar size and scope on the attached Reference form. Each reference shall include a project description, project location, name and phone number of a contact person, total project amount, and completion date. The County reserves the right to contact references.

**TECHNICAL SPECIFICATIONS AND CONDITIONS
CONCRETE BOX CULVERTS – LITTLE FARM ROAD
BID NO. 2014000141**

TS-01 PURPOSE The intent of Charlotte County is to obtain the services of a firm for the installation of concrete box culverts with headwalls and wingwalls, and roadway reconstruction. The work also includes all other items incidental to the construction of the structures including, but not limited to, removal and disposal of existing structures, site dewatering, flow diversion, excavation and fill, riprap, grading, sod, and maintenance of traffic located on Little Farm Road, Port Charlotte, Florida as described in the Technical Specifications and/or shown on the Plans attached herewith. The County reserves the right to establish the exact limits of work in the field and to add to or delete from the Project as it deems necessary.

The work specified herein shall consist of furnishing and installing all material, labor, and any incidentals required for the successful completion of all work as specified on the plans. All work shall conform within the limits as specified on the plans and shall be in conformance with the appropriate technical specifications as specified herein. The Contractor shall be responsible for traffic control, maintenance/restoration of existing street signs, traffic control signs, mail boxes, disturbed during the construction.

TS-02 SURVEY, STAKEOUT & RECORD DRAWINGS: The Contractor shall provide field engineering services, which includes, but is not limited to: establishing elevations, lines, and levels utilizing recognized engineering and surveying practices. The work shall include furnishing, placing and maintaining construction stakes necessary for the successful completion of the work in accordance with FDOT Specifications, Section 5-7.

All survey work shall be accomplished in accordance with Minimum Technical Standards of Land Surveyors Rule 61G17, Florida Statutes 472.027 and special instructions.

It is emphasized that the Contractor shall be responsible for the engineering layout of the Work, and that the cost of performing such work shall be included in the bid prices for the various bid items or considered incidental to those items.

The Contractor shall verify locations of survey control and reference points prior to starting work, and promptly notify the County of any discrepancies discovered.

During the course of the rehabilitation, any property corners (i.e. iron rods, concrete monuments, PRM's, section corners) disturbed as a result of the Contractor's work shall, at the Contractor's expense, be reset by a Florida Registered Surveyor. The Contractor shall make no changes without prior written notice to the County.

The Contractor shall submit a separate package of drawings for each structure. Each package shall contain eight (8) sets of as-built plans, signed and sealed by a Florida Registered Land Surveyor, fourteen days after Substantial Completion has been issued. In addition to the above, the Contractor shall also submit one (1) electronic copy of the As-built drawings. Acceptable media includes CD or DVD and must be provided in both DXF or DWG and PDF Format. (Note: If Micro Station is used for the design, DGN, PDF and DXF Formats must be provided.) In the event the County does not approve the Record Drawings; the Contractor shall be responsible to remedy any deviations.

The Record Drawings shall include the following information recorded on County provided construction drawings or on acceptable facsimiles:

- Water distribution system & waste water collection system. – As per Charlotte County Utilities Minimum Drawing and Submittal Requirements for Water, Wastewater, and Reclaim Water projects dated November 1, 2011.
- Stormwater system - Show all culverts, pipes, weirs, inlets. Elevations and/or lengths shall be recorded for all culverts, pipe runs, tops, grates, and inverts, as detailed on the plans.
- Roadway - Information shall be recorded for beginning and end stations and 50' stations. Elevations and distances shall be recorded for centerline of roadway, edge of pavement, edge of shoulder, top of swale, flowline of swale, as detailed on the plans.
- Box culvert structure – Elevations and dimensions shall be recorded for the box culvert structure as detailed on the plans.

The Contractor shall maintain a complete and accurate log of control and survey work as it progresses. A copy of the field notes signed and sealed by a Professional Land Surveyor shall be submitted with the Record Drawings.

No direct payment will be made for Surveying. The cost for Surveying shall be considered incidental to the project or included in the bid price for the various bid items. The costs to produce Record Drawings shall include all labor, materials and equipment necessary to produce an approved product. Payment shall be made under:

Bid Item No. TS-02

Survey, Stakeout & Record Drawings

Lump Sum (LS)

TS-03 MOBILIZATION/DEMobilIZATION: The work specified in this section consists of the preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, sanitary facilities, supplies and incidentals to the project site, as required by these specifications, State and Local Laws and Regulations.

The costs of bonds and any required insurance and any other preconstruction expense necessary for the start of the work, excluding the cost of construction materials, shall also be included in this Section. Mobilization will be 50% of this item and Demobilization the remaining 50%. Mobilization shall be paid in accordance with FDOT Specifications Section 101-2.1. Demobilization includes removal of equipment, completion of punch list items, as-built plans approval, and cleanup as part of this section.

The quantity for Mobilization/Demobilization shall be the lump sum amount and shall include all items, devices, materials, labor, operations, and all work as described herein.

The bid price for Item Mobilization/Demobilization shall be 5% of the sub-total project cost. Payment shall be made under:

Bid Item 101-2	Mobilization/Demobilization	Lump Sum (LS)
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TS-04 MAINTENANCE OF TRAFFIC (MOT): The work specified in this section consists of maintaining traffic within the limits of the project for the duration of the construction period. The Contractor shall furnish, install and maintain all traffic control and safety devices during construction, including an adequate supply of signs, barricades, cones, flags and flag persons for construction. All signing, channelization or other traffic control operations will be in strict conformance with the Manual on Uniform Traffic Control Devices (MUTCD), FDOT Specifications Section 102-1 through 102-6, FDOT Index 600, and the guidelines of the Charlotte County Maintenance of Traffic Policy, except as modified or amended herein.

The Contractor shall notify the residents adjacent to the construction areas fourteen (14) calendar days prior to construction. This notification shall be in writing, and contain appropriate names and phone numbers. A copy of the proposed notification shall be submitted to the County at the Pre construction meeting for approval prior to sending the notification. The cost to produce and deliver these notifications shall be included in this bid item.

The Contractor shall be responsible for notifying all EMS, Fire, School Boards and Sheriff’s offices forty-eight (48) hours in advance of the proposed date of road closures and road realignment. Additionally, the Contractor shall notify the same offices of the re-opening of the roadway.

The Contractor will not be permitted to isolate residences or businesses. Alternate access shall be provided to all residences and businesses whenever construction interferes with the existing means of access. The Contractor shall provide and maintain in a safe condition, temporary approaches or crossings for intersections with trails, roads, streets, and entrances to businesses, parking lots, and residences.

Site Driveway Entrances: The Contractor shall construct gravel driveways in substantial conformance with the County “Temporary Construction Entrance (Typical)” detail attached herein. The Contractor may submit for review and approval, other methods to insure roadways remain clear of mud and soil on a continuous basis.

Dust Control: Dust control measures shall be implemented at all the work sites and shall be performed a minimum of once a week during periods of inactivity and daily during active site construction.

The quantity for Maintenance of Traffic shall be one a lump sum amount and shall include all items, devices, materials, labor, operations, and all work as described herein. Payments shall be pro-rated per calendar day of Contract time, for each structure, including any extensions, and shall begin at the initiation of the work. Payment for Maintenance of Traffic shall be made under:

Bid Item TS-04:	Maintenance of Traffic (MOT)	Lump Sum (LS)
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TS-05 TEMPORARY EROSION / TURBIDITY CONTROL (BMPs): The work in this section consists of the placement of Synthetic barriers, silt screens, floating turbidity screens, dewatering and settling basins in accordance to FDOT Specifications Section 104 and 125-3, and the plans during operation at each site. The work specified shall consist of furnishing all materials, equipment, labor, and operations necessary to complete the Temporary Erosion Control.

A. Turbidity Monitoring: The Contractor shall be required to monitor for turbidity twice a day at each site during actual construction. The Contractor shall prepare a turbidity monitoring plan with locations upstream and downstream of the last erosion control device. The turbidity monitoring plans shall be submitted at the Preconstruction conference for County approval.

Turbidity readings shall be in Nephelometric Turbidity Units (NTU) as outlined in the "Turbidity, Method 180.1" attached herein. Any time sampling results indicate that the background turbidity level is exceeded by 29 NTU's at the down stream sampling location, the Contractor shall stop the work activity that created the turbidity; the Contractor must notify the County and correct the violation of water quality standards prior to returning to the activity. Weekly sampling reports shall be submitted to the County and SFWMD.

B. Staked Silt Fences, Synthetic bales or Barriers: shall be placed in the swales at a minimum of thirty feet (30') upstream from the top of bank of the canal or as directed by the County. Staked Silt Fences, Synthetic bales or Barriers shall remain in place until the project is completed and accepted by the County. The Contractors work shall be in conformance with FDOT Specifications Section 104-6.4.9, 104-6.4.10, and FDOT Index 102.

C. Floating Turbidity Barriers: shall be installed prior to any work and shall remain in place until all generated turbidity subsides to the approval of the County. Contractor shall install turbidity screens in conformance to FDOT Index 103 and FDOT Specifications 104-6.4.11.

The quantity for Temporary Erosion Control shall be a lump sum amount and shall include all items, devices, materials, labor, operations, and all work as described herein. Payment shall be pro-rated per calendar day of Contract time, including any extensions, and shall begin at the initiation of work. Payment for Temporary Erosion Control shall be made under:

Bid Item No. TS-05	Temporary Erosion / Turbidity Control (BMPs)	Lump Sum (LS)
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TS-06 CLEARING, GRUBBING & DEMOLITION: Clearing and Grubbing work shall conform to the requirements of FDOT Specifications Section 110, except as amended hereinafter. The work under this section shall also consist of the removal and disposal of existing concrete, asphalt pavement and base material, pipes, drainage and utility structures, and any public or private structures within the construction area and within the right-of-way that would interfere with the construction of the finished project as per the plans.

Brazilian peppers, palm trees, and all other vegetation, roots, root mat and hair roots, and other such protruding objects in areas as indicated on the plans are also to be removed. Tree stumps shall be completely removed.

The Contractor shall remove the existing structures under this item. The structures shall be extracted completely above an elevation that is one (1) foot below finish grade and the box culvert bases. All portions of the structures shall be disposed offsite in a legal manner. The material is property of the Contractor once it is removed.

At the Pre-construction meeting, the Contractor shall submit for County approval an intended truck haul-route. Unless otherwise specified, all material removed in performing clearing and grubbing shall become the property of the Contractor at the time the existing material is disturbed from the pre-construction condition. Materials shall be disposed of in a legal manner. Stock piling any materials on site, within the right of way limits shall be allowed until disposal. Any stored material is to be protected to prevent any damage to the surrounding areas.

The quantity of Clearing and Grubbing shall be lump sum and shall include all items, devices, furnishing equipment, hauling material, disposal of material, operations, and all work as described herein. Payment shall be made for work under:

Bid Item No. TS-06	Clearing, Grubbing & Demolition	Lump Sum (LS)
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TS-07 DEWATERING/DIVERSION SYSTEM: The work specified in this section consists of the temporary diversion piping (corrugated metal, PVC or HDPE), temporary coffer dam sheet piling, channel excavation, and placement of pumps, etc. for temporary dewatering / diversion systems conforming to the lines and grades shown on the plans. Sheet piling is the required method of enclosure and shall be installed and removed in accordance with FDOT Specification Section 455. The contractors work shall conform to FDOT Specifications Section 120-2 and 120-7 for any earthwork.

The Contractor shall install the dewatering systems after the erosion control measures have been installed and approved by Charlotte County. Any changes to the dewatering plans shall be submitted to Charlotte County at the pre-construction conference, if any variation from the plan is needed.

The Contractor is responsible for verifying current conditions, which may have been altered since the time of the design. Failure to do so shall not entitle the Contractor to additional compensation.

The quantity to be paid for under this Section shall be a lump sum amount for each structure and shall include all items, including necessary culvert(s), sheet piling, devices, materials, labor, operations, restoration of disturbed areas, and all work as described herein.

In addition to the above, this item shall include any incidental temporary sheet piling the Contractor determines is needed for their means and methods of construction.

The contractor is responsible for obtaining a Water Use Permit from the South Florida Water Management District.

Payment for the Dewatering / Diversion System shall be made as follows:

Once the dewatering system is installed and functioning satisfactorily, The County will pay the Contractor 25% of the bid price at the next invoice date for that site. The remaining 75% to be paid to the Contractor pro-rated at a dollar per calendar day rate for the scheduled contract days for each site.

The Contractor, with prior approval of the County, may utilize alternative methods for dewatering and diversion for any or all the structures of the canals. Use of any alternative method shall not entitle the Contractor to additional compensation.

Bid Item No. TS-07	Dewatering / Diversion System	Lump Sum (LS)
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TS-08 SHOP DRAWINGS: The Contractor shall submit shop drawings that are signed and sealed by a Florida Registered Engineer. Each drawing should be titled and numbered identifying each drawing by reference to construction plan sheet number. Shop drawings are to be submitted on 11"x17" sheets or multiples of 8-1/2"x11". Six (6) copies of each page are required.

Each set of shop drawings shall be signed and dated to attest that compliance with requirements of the Contract Documents has been met. County review of the shop drawings is for general compliance to the Contract Documents and does not relieve the Contractor of any responsibility to insure conformance to the Contract Documents. The Contractor shall at all times be responsible for the accuracy of the data and information contained on the shop drawings, including but not limited to, inverts, top elevations, and pipe sizes. The Contractor shall be responsible for any delay and/or additional expenses that result from the Contractor's failure to provide submittals in a timely manner or failure to identify portions of the submittals that do not conform to the contract documents.

The cost for Shop Drawings shall be considered incidental to the project.

TS-09 BORROW MATERIAL: Borrow material is to be used only in the event that sufficient quantities of suitable material are not available from onsite structure excavation. The Contractor shall receive written authorization from Charlotte County for borrow material after determining that the onsite material is not suitable. Borrow material shall be obtained from sources approved by the County prior to delivery. Borrow material shall be FDOT #57 Stone and Clean Fill. It shall be free from debris, concrete or other rubble, organic matter, muck, peat, excavated rock, and boulders of greater than six (6") inches in maximum dimension. FDOT #57 Stone shall be washed. All work shall conform to any applicable requirements of FDOT Specifications 120-6 and FDOT Index 505, except as amended herein. This work shall include all items and work needed for furnishing, delivering, installing and compacting borrow material at varying depths and widths, to complete the work in conformance with the lines, grades, dimensions and notes as specified on the Plans.

The quantity to be paid for under this section shall be cubic yards, loose volume basis, as measured in trucks at the work site and shall include all items, devices, furnishing equipment, hauling material, disposal of material, operations, and all work as described herein. Payment for Borrow shall be made under:

Bid Item No. TS-09	Borrow Material	Cubic Yards (CY)
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TS-10 EXCAVATION & EMBANKMENT FOR STRUCTURES: The work specified in this section consists of excavation and the utilization or satisfactorily disposal, of all materials necessary for the construction of the slough crossing in order to conform to lines and grades as shown on plans. The Contractor shall conform to FDOT Specifications Sections 120-2, 120-7 and 125.

Upon completion of excavation and embankment operations, the Contractor shall confirm the proposed elevations and profiles have been met. Tolerance for ditch excavation and embankment shall be to the top surface elevation of embankment areas minus three (3") inches (for sod placement). Confirmed elevations and profiles shall be submitted to the County for approval, as they are taken. If elevations and profiles have not met design, the Contractor shall excavate or place embankment until satisfying plan profile and elevations and cross section again until approved by the County. The approved cross section elevations shall be shown on the Record Drawings.

The Contractor is responsible for verifying current conditions, which may have been altered since the time of the design. Failure to do so shall not entitle the Contractor to additional compensation.

The quantity to be paid for under this section shall be lump sum for each structure area and shall include all items, devices, furnishing material, hauling material, and disposal of material, operations, and all work as described herein. Payment for Excavation and Embankment for Structures shall be made under:

Bid Item No. TS-10	Excavation & Embankment for Structures	Lump Sum (LS)
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TS-11 12" STABILIZED SUBGRADE, TYPE "B": The work specified in this section consists of stabilization of designated portions of the roadbeds to provide a firm and unyielding Type "B" stabilized subgrade, having a required bearing value as specified on the plans and in the Technical Specifications. The Contractors work shall conform to FDOT Specifications Section 160, deleting subarticle 160-3, and 160-6, in its entirety.

Ripping, shaping and compacting shall be incidental to this section. The Limerock Bearing Ratio (LBR) value shall be a minimum of 70. Any blending of materials to achieve the required LBR shall be done prior to placing materials. Any tests that fail LBR requirements shall be remixed at no cost to the County. The Contractor shall supply, deliver, and place selected material to bring the roadbeds to the specified profile and LBR. The Contractor shall not be entitled to additional compensation for select materials used to achieve the specific LBR value.

The quantity to be paid for under this Section shall be measured by square yards of subgrade completed and accepted, including the addition of select material, if necessary, to achieve the required LBR. Payment for Stabilized Subgrade shall be made under:

Bid Item No. TS-11	12" Stabilized Subgrade, Type "B"	Square Yards (SY)
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TS-12 PRECAST CONCRETE BOX CULVERTS (6'x3'x24' long): Construct precast concrete box culverts as called for on the plans. Submit details of special units, modifications, and required devices for approval, to the Engineer prior to manufacturing. Work performed under this section shall conform to FDOT Specifications Section 400, Section 410, and FDOT Index 289, 291, 292 and 293. Note that these culverts must be designed utilizing the computer program specifically on the FDOT Index 289.

Methods of construction of trench, foundation, laying structures and backfilling, shall meet the requirements specified in FDOT Specifications, Section 430, as well as the following:

Lay all precast box culvert sections on a dry, unyielding foundation. Provide dewatering devices capable of maintaining a stable as well as surface dry trench bottom. Provide bedding that consists of a minimum twelve (12") inch depth of coarse concrete sand or other suitable granular material placed below the culvert to a minimum width of twelve (12") inches outside the exterior walls of the culvert. Uniformly compact material as required in Section 120-0.3. When required by the plans, provide other special bedding. Obtain the Engineer's approval of the method of controlling line and grade during culvert installation. Use a method that allows rapid checking of the previously laid sections. Maintain line and grade on sections previously set. The Engineer will consider sections which do not retain the plan line (within 0.10 foot) or grade (within 0.10 foot) during laying of subsequent sections as not having been laid to line and grade. Take up and re-lay sections not to line and grade without additional compensation. Begin backfilling only after the Engineer determines that the culvert sections are to line and grade and will not be affected by subsequent laying procedures. Seal holes provided for lifting or joint restraint by plugging using a non-shrinking mortar in accordance with Section 450-11.2, and properly cure to ensure a sound and watertight plug.

Make field joints for precast concrete box culvert sections with a butyl rubber based preformed plastic gasket material. In addition, completely wrap the outside of each joint with either a woven or non-woven filter fabric. Use fabric having a minimum width of two (2') feet and secure the fabric tightly against the box culvert section with metal strapping. The Contractor may use other methods which, in the opinion of the Engineer, would hold the fabric securely against the wall of the culvert until the Contractor places and compacts the backfill.

The quantity to be paid for under this section shall be each, and shall include all labor, reinforcement, equipment, materials, delivery and placement of materials, box culverts as described in the plans, and all work described herein. The Contractor shall submit shop drawings that are signed and sealed by a Florida Registered Engineer, for the box culverts, headwall, and wing wall design. The Contractor shall allow 14 days for the County to review and approve the shop drawings. Payment for Precast Concrete Box Culverts shall be made under:

Bid Item No. TS-12	Precast Concrete Box Culverts (6'x3'x24' long)	Each (EA)
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TS-13 CONCRETE HEADWALL & RAILING W/FOOTING (CAST IN PLACE): Construct the concrete headwall as called for on the plans. Submit details of special units, modifications, and required devices for approval, to the Engineer prior to manufacturing. Work performed under this section shall conform to FDOT Specifications Section 400, Section 410, and FDOT Index 289, 291, 292 and 293.

Methods of construction of trench, foundation, laying structures and backfilling, shall meet the requirements specified in FDOT Specifications, Section 430.

The Contractor shall submit shop drawings that are signed and sealed by a Florida Registered Engineer, for the headwall design. The Contractor shall allow 14 days for the County to review and approve the shop drawings. Payment for the Concrete Headwall shall be made under:

Bid Item No. TS-13 Concrete Headwall & Railing w/ Footing (Cast in Place) Linear Feet (LF)

TS-14 CONCRETE WINGWALL & RAILING W/ FOOTING (CAST IN PLACE): Construct the concrete wingwall as called for on the plans. Submit details of special units, modifications, and required devices for approval, to the Engineer prior to manufacturing. Work performed under this section shall conform to FDOT Specifications Section 400, Section 410, and FDOT Index 289, 291, 292 and 293.

Methods of construction of trench, foundation, laying structures and backfilling, shall meet the requirements specified in FDOT Specifications, Section 430.

The Contractor shall submit shop drawings that are signed and sealed by a Florida Registered Engineer, for the wing wall design. The Contractor shall allow 14 days for the County to review and approve the shop drawings. Payment for the Concrete Wingwall shall be made under:

Bid Item No. TS-14 Concrete Wingwall & Railing w/ Footing (Cast in Place) Linear Feet (LF)

TS-15 CLASS I CONCRETE APPROACH SLAB, 8" THICK: The work in this section consists in constructing concrete spillways, weirs, aprons and foundations, made of reinforced Class I concrete in conformity to the requirements of FDOT Specifications, Section 350 and 400.

The details of the concrete approach slab shall be in accordance with FDOT Index 20910.

All work shall conform to the details of said plans as well as the details of the general plans. Concrete shall have a minimum 28 day compressive strength of 4,500 psi, and further shall comply in all aspects with FDOT specifications 925 and 346 and shall be tested using method ASTM C 39 as specified in Article 346-5.

The quantity to be paid for under this section shall be on a cubic yard basis and shall include all labor, material and equipment necessary to arrive at an acceptable product, and will be paid under:

Bid Item No. TS-15 CLASS I Concrete Approach Slab, 8" thick Square Yards (SY)

TS-16 CLASS II CONCRETE PAVEMENT (LINK SLAB): The work in this section consists in constructing concrete spillways, weirs, aprons and foundations, made of reinforced Class II concrete in conformity to the requirements of FDOT Specifications, Section 350 and 400.

The details of the concrete link slab shall be in accordance with FDOT Index 291.

All work shall conform to the details of said plans as well as the details of the general plans. Concrete shall have a minimum 28 day compressive strength of 4,500 psi, and further shall comply in all aspects with FDOT specifications 925 and 346 and shall be tested as specified in Article 346-5.

The quantity to be paid for under this section shall be on a cubic yard basis and shall include all labor, material and equipment necessary to arrive at an acceptable product, and will be paid under:

Bid Item No. TS-16 CLASS II Concrete Pavement (Link Slab) Square Yards (SY)

TS-17 FLOWABLE FILL: The placement of prefabricated materials will allow voids between them. Flowable fill is required to be placed between the structures to fill all voids. For the flowable fill requirements see FDOT Specifications, Section 121 and 921.

Flowable fill shall be non-shrink and non-excavatable as shown on FDOT Index 291 drawings.

Concrete shall have a minimum 28 day compressive strength of 125 psi, and further shall comply in all aspects with FDOT specifications 121 and 921 and shall be tested as specified in Article 346-5.

The quantity to be paid for under this section shall be on a cubic yard basis and shall include all labor, material and equipment necessary to arrive at an acceptable product, and will be paid under:

Bid Item No. TS-17 Flowable Fill Cubic Yards (CY)

TS-18 SOD: The work specified in this section shall conform to the requirements of FDOT Specifications Sections 575, 981, 982 and 983 except as amended herein. The Sodding item shall consist of furnishing, delivering, and placing sod, and water required to assure a healthy stand of grass.

Sod all disturbed areas. Actual sod placement locations shall be provided in areas as directed by the County. Sod placed on developed or maintained lots will be "cut in" to match existing sod, and will conform to the slope characteristic of the lawn prior to being disturbed. The quality of the sod shall be equal to or better than sod removed or disturbed, and shall be rolled or tamped sufficiently to present an even surface. The top of sod shall not be installed at a higher elevation than the edge of finished pavement of finished shoulder and shall not drop off in excess of one (1") inch as shown on the plans.

Where sodding is used in drainage ditches, the setting of the pieces shall be staggered such as to avoid a continuous seam along the line of flow. Along the edges of such staggered areas the offsets of individual strips shall not exceed six (6") inches

In order to prevent erosion caused by vertical edges at the outer limits, the outer pieces of sod shall be tamped so as to produce a feather-edge effect.

On areas where the sod may slide, due to height and slope, the County may direct that the sod be pegged, with pegs driven through the sod blocks into firm earth, at suitable intervals.

Any pieces of sod which, after placing, show an appearance of extreme dryness shall be removed from the work.

SOD SPECIES: Argentine Bahia will be considered the "standard" sod species. When sodding in areas of maintained lawn, disturbed by construction, the sod species shall be of the type existing. Sod shall be placed within seven (7) days following final grading to maintain slope and prevent erosion. The Contractor will be responsible to repair any areas of erosion, which occur in his work prior to acceptance by the County.

MAINTENANCE: The Contractor shall, at his expense, maintain the sodded areas in a satisfactory condition until final acceptance of the project. Such maintenance shall include the filling, leveling and repairing any washed or eroded areas, as may be necessary. The County, at any time, may require replanting of any areas in which the establishment of the sod does not appear to be developing satisfactorily at no additional expense to the County.

The quantity to be paid for under this Section shall be the area in square yards of Sodding completed and accepted. No special or separate allowance will be made for pegging and watering, as required in said Section 575. Payment for Sodding shall be made under:

Bid Item No. TS-18 Sod Square Yards (SY)

TS-19 PAINTED STRIPES AND MARKINGS: The work under this section shall be in accordance with the plans, FDOT Specifications Section 710, except as modified herein. All longitudinal lines are to be water emulsion based and must be on the FDOT QPL list. All temporary striping must be of sufficient thickness to last until the permanent striping can be applied. All permanent striping must be at least a minimum wet film thickness of 15 mils.

Glass spheres must be applied immediately and uniformly following application of any painted lines. This should be at a rate of not less than 6 lb/gal of paint. Use only glass spheres that meet the requirements of FDOT Specification 971-1 and 971-14.

The method of measurement shall be in accordance with FDOT Specifications Section 710-7, except as modified herein. The basis of payment for painted stripes and markings shall be as follows:

Bid Item TS-19 Painted Stripes and Markings Linear Feet (LF)

TS-20 HIGHWAY SIGNING: The work under this section shall be in accordance with the plans, FDOT Specifications Section 700, except as modified herein. The method of measurement shall be in accordance with FDOT Specifications Section 700-10, except as modified herein.

The basis of payment for Highway Signing shall be as follows:

Bid Item TS-20 Highway Signing Each (EA)

TS-21 CRITERIA FOR AWARD: Award of this bid shall be to the overall lowest, responsive, responsible bidder, meeting or exceeding the requirements specified. Other considerations for award may be notice needed prior to commencement of work and references.

The County reserves the right to reject the bid proposal of any bidder who has previously failed to perform properly, or on time, contracts of similar nature; or who is not in a position to satisfactorily perform the contract. If, after bid opening, the lowest bidder is deemed non-responsible by the County, such bidder shall receive written notice from the County of this determination. The bidder shall have five (5) business days from the date of this notice to dispute the determination and to provide to the County any additional information it deems relevant regarding the bidder's responsibility. The County shall make a final determination regarding the bidder's responsibility at the time of award of the contract.

INSURANCE REQUIREMENTS CONCRETE BOX CULVERTS – LITTLE FARM ROAD BID NO. 2014000141

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

MINIMUM SCOPE AND LIMITS OF INSURANCE - Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. Commercial General Liability – Occurrence Form (CG 00 01)

Policy shall include bodily injury, property damage, broad form contractual liability and Explosion, Collapse and Underground (XCU) coverage. The general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Minimum Requirements:

- General Aggregate \$2,000,000
- Each Occurrence \$1,000,000

For Projects greater than \$10,000,000:

Estimated Project Construction Cost from **\$10,000,000 to \$29,999,999**

- General Aggregate \$3,000,000
- Each Occurrence \$3,000,000

- a. The policy shall be endorsed to include the following additional insured language: "Charlotte County a political subdivision of the state of Florida and it officers, employees, agents and volunteers" shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor.
- b. Contractor's subcontractors shall be subject to the same minimum requirements identified above.
- c. Policy shall be endorsed for a waiver of subrogation against the Charlotte County.

2. Automobile Liability

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract. Automobile liability must be written on a standard ISO form (CA 00 01) covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "Charlotte County a political subdivision of the state of Florida and it officers, employees, agents and volunteers" shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".
- b. Contractor's sub-contractors shall be subject to the same minimum requirements identified in this section.
- c. Policy shall contain a waiver of subrogation against the Charlotte County.

3. Worker's Compensation and Employers' Liability

Workers' Compensation

Employers' Liability

Each Accident, bodily injury or disease \$1,000,000

- a. Policy shall contain a waiver of subrogation against the Charlotte County.
- b. Projects on or along navigable waters an endorsement for US Longshoremen and Harbor Workers and Jones Act is required.
- c. Contractor's sub-contractors shall be subject to the same minimum requirements identified in this section.
- d. If the contractor has no employees the contractor must submit to the County the Workers Compensation Exemption from the State of Florida.

4. Builder’s Risk Insurance (Course of Construction) or Installation Floater

Insurance utilizing an “All Risk” (Special Perils) coverage form with limits equal to the completed value of the project and no coinsurance penalty provisions.

5. Contractors’ Pollution Legal Liability (if project involves environmental hazards)

Each Occurrence or Claim	\$1,000,000
Policy Aggregate	\$2,000,000

6. Professional Liability (if design/build)

Each Occurrence or Claim	\$1,000,000
Policy Aggregate	\$2,000,000

- a. In the event that any professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of five (5) years beginning at the time work under this Contract is completed.

- b. Policy shall contain a waiver of subrogation against Charlotte County.

Additional Insured – All policies, **except** for the Workers Compensation shall contain endorsements naming the County its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of the performance of services contained herein. The additional insured endorsements’ shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to full extent provided by the policy, even if those limits exceed those required by this contract. Such additional insured coverage shall be at least as broad as Additional Insured(Form B) endorsement form ISO, CG 20 10 11 85 or both CG 20 10 and CG 23 37 if later revisions used.

Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverage’s to waive all rights of subrogation against the County, its officers, employees, agents and volunteers. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor’s employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

Policies Primary and Non-Contributory – For any claims related to this contract, the Contractor’s insurance coverage shall be primary insurance as respects the County, its officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

Proof of Coverage - Prior to the commencement of performance of services the Contractor shall furnish to the County Purchasing Division Certificates of Insurance and amendatory endorsements or copies of the applicable policy language effecting coverage required. These certificates shall provide that such insurance shall not be terminated or expire without notice thereof in accordance with the policy provisions and Contractor shall maintain such insurance from the time the Contractor commences performance of services until completion of such services. Within seven (7) calendar days of notice

of award, the Contractor shall furnish a copy of the Declaration page and required endorsements for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

Acceptability of insurance carrier – Unless otherwise approved by Risk Management, Insurance shall be written by insurers authorized to do business in the State of Florida and with a minimum Best Insurance Guide rating of “A- VII”.

Deductibles and Self-Insured Retention – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the deductible or retention.

Failure to Procure Coverage – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured or is cancelled and not replaced, the County has the right but not the obligation or duty to terminate the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

Insurance Review – Insurance requirements are subject to periodic review by the County. The Risk Manager or designee is authorized, but not required, to reduce, waive, or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced or is not needed to protect the interests of the County. In addition, if Risk Management determines that heretofore, unreasonably or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County’s risk. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual, or alleged, on part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part to the County.

**SAFETY AND HEALTH REQUIREMENTS
CONCRETE BOX CULVERTS – LITTLE FARM ROAD
BID NO. 2014000141**

SH-01 HEALTH AND SAFETY PLAN: It shall be the responsibility of the Contractor to comply with OSHA, EPA, DOT and other applicable Federal and State of Florida laws, rules, regulations or other requirements. This includes, but is not limited to, 29 CFR 1926 (Safety and Health Regulations for Construction) and 1910 (Safety and Health Regulations for General Industry). Contractors are required to have a written Health and Safety Program that is jobsite specific. The elements of this written program shall be in accordance with OSHA 1926 and 1910. A list of program elements can be obtained from Charlotte County Risk Management.

The Contractor will designate a responsible member of his organization whose duty shall be the prevention of accidents at the site. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Project Manager.

A copy of the Contractor's Health and Safety Plan will be submitted to Charlotte County at least 10 days prior to commencement of work. Contractor shall provide documentation that his employees and subcontractors received training (been informed of) on the Contractor's Health and Safety Plan. The Contractor will be responsible for conducting a site safety briefing for all visitors to the site. Documentation of these site safety briefings are to be maintained by the Contractor and made available to Charlotte County upon request.

Contractor will post, where appropriate, all necessary job-site Health and Safety notices. The Loss Control Coordinator will conduct unannounced job-site inspections during the course of the project. Minor safety violations may be addressed immediately with the onsite supervisor and Project Manager. Major safety violations will result in written notification to the Contractor and Charlotte County Department Director under which the project is being performed. Hazardous conditions that are considered by the Loss Control Coordinator to be immediately dangerous to life or limb will result in immediate stoppage of work until the hazardous conditions are corrected.

SH-02 ACCIDENTAL SPILLS: In the event of an accidental release or spill of chemicals or other hazardous materials the Contractor shall:

- Immediately take action as appropriate to contain the spill if this action can be taken without jeopardizing the health or safety of employees,
- Notify the Fire/EMS, or other entities as needed or required,
- Contact the Project Manager/Coordinator, and
- Contact Charlotte County Risk Management and Loss Control Coordinator.

The following phone numbers may be used in the event of an emergency:

Risk Management	941-743-1332
Loss Control Coordinator	941-764-4191 (or Cell 941-763-9951)

SH-03 CONTROL OF FUGITIVE EMISSIONS: The Contractor shall take all reasonable precautions necessary to control fugitive emissions from the job site. Fugitive emissions include, but are not limited to: nuisance dust, chemical odors/vapors/gases, hazardous materials such as lead or asbestos, and noise. Where the product(s) or material(s) to be used by the Contractor has a permissible exposure limit (PEL) established by OSHA the Contractor shall take all reasonable steps to maintain emissions of the product(s) or materials below the OSHA PEL. To verify that emissions are maintained below the OSHA PEL, the Contractor shall monitor, or shall contract to have monitored, work area exposure conditions. Monitoring shall occur, at a minimum, during the start of work and whenever there is a change in procedure, process, or chemical or material used. If it is deemed not practical to maintain exposures below the PEL, the Contractor shall restrict access to all areas where exposures exceed the PEL to authorized personnel only.

A. ASBESTOS AND SUSPECT ASBESTOS CONTAINING BUILDING MATERIALS: Contractors shall, under no circumstances, damage or disturb suspect or known asbestos containing material (ACM) unless they are a licensed Florida Asbestos Abatement Contractor and have been specifically employed to perform asbestos repair or removal. It is the responsibility of the Contractor to provide his or her own asbestos awareness program in accordance with 29 CFR 1926.1101. Where required by Federal and State regulations, the Contractor is required to have asbestos surveys performed prior to any work that includes, but is not limited to, renovation, and demolition. The asbestos survey must be performed by a

firm that is licensed in the State of Florida to perform such surveys. A copy of the asbestos survey shall be submitted to the County's project manager. Asbestos materials may not be used or installed in any Charlotte County facilities.

B. LEAD-CONTAINING BUILDING MATERIALS: Contractors that will disturb lead-containing building materials during the course of work shall take all necessary precautions to protect Charlotte County employees and the public from exposure to lead dust or contamination. These measures shall conform, at a minimum, to the OSHA requirements detailed in 29 CFR 1926.62 and applicable local, state and federal regulations. Where the Contractor is engaged in work in child-occupied facilities, such work shall be performed in accordance with 40 CFR 745, and clearance testing shall be performed by the Loss Control Coordinator or a licensed consultant at the conclusion of the project in accordance with the requirements of this regulation.

C. SAMPLING AND MONITORING RESULTS: The results of all personal and area monitoring and or other samples collected for health and safety compliance required by OSHA or any other state or federal regulatory agency shall be provided to Charlotte County.

**BID FORM
CONCRETE BOX CULVERTS – LITTLE FARM ROAD
BID NO. 2014000141**

TO: Senior Division Manager - Purchasing
Board of County Commissioners
Charlotte County Administration Center
18500 Murdock Circle
Port Charlotte, Fl. 33948-1094

The undersigned, as bidder, does hereby declare that he has read the Request for Bids, Instructions to Bidders, General Provisions, Special Provisions, Technical Specifications & Conditions, Insurance, Safety & Health Requirements, Bid Form, Plans, Permit Fees, MOT Policy and any other documentation for

CONCRETE BOX CULVERTS – LITTLE FARM ROAD

and further agrees to furnish all items listed on the attached Bid Form in accordance with the unit price(s) submitted. The above specified documents are herein incorporated into the Bid Form and shall be defined as the contract documents.

BID TOTAL: _____ \$ _____
(written) (numeric)

Notice Needed Prior to Commencement: _____ calendar days.

Completion Time: 150 calendar days.

Liquidated Damages \$1,423.00 per Calendar Day

No local license(s) required to perform the services for this project.

Please indicate by (√) that you have included the following documentation with your bid:

- () References
- () **Business Tax Receipt: (Only required if claiming status as a “Local Business” and must be valid for at least six months prior to the bid submission).**

Local Business Status: If Bidder affirms that it is a local business as defined in IB-28 and in accordance with Ordinance 2009-005 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on February 17, 2009, and Ordinance 2009-041 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on October 19, 2009, then the Affidavit Claiming Status as a Local Business, which is included as a part of this bid package, must be completed and returned.

- Yes, our business qualifies as a Local Business and has completed and attached the ‘Affidavit Claiming Status as a Local Business’ as a part of our submission.
- No, our business does not qualify as a Local Business.

NOTE: Charlotte County's official bid openings are held in accordance with Florida Statutes, Section 119(1)(b)2 Those bidders interested in receiving a copy of the results of this bid once they are released may do so by visiting our website at www.charlottecountyfl.com/purchasingg under “Purchasing Bids Online”, Document Number 141414. No information regarding the submittal will be divulged over the telephone.

Name of Bidder: _____
(This form to be returned)

SUMMARY OF PAY ITEMS – CONCRETE BOX CULVERTS – LITTLE FARM ROAD

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
TS-02	SURVEY, STAKEOUT & RECORD DRAWINGS	LS	1	\$	
TS-04	MAINTENANCE OF TRAFFIC (MOT)	LS	1	\$	\$
TS-05	TEMPORARY EROSION / TURBIDITY CONTROL (BMPs)	LS	1	\$	\$
TS-06	CLEARING, GRUBBING & DEMOLITION	LS	1	\$	\$
TS-07	DEWATERING/DIVERSION SYSTEM	LS	1	\$	\$
TS-09	BORROW				
	FDOT #57 STONE (Includes Temp. Road)	CY	300	\$	\$
	CLEAN FILL	CY	175	\$	\$
TS-10	EXCAVATION & EMBANKMENT FOR STRUCTURES	LS	1	\$	\$
TS-11	12" STABILIZED SUBGRADE, TYPE "B" (LBR=70)	SY	175	\$	\$
TS-12	PRECAST CONCRETE BOX CULVERT (6'x3'x24')	EA	16	\$	\$
TS-13	CONCRETE HEADWALL & RAILING W/ FOOTING (CAST IN PLACE)	LF	253	\$	\$
TS-14	CONCRETE WINGWALL & RAILING W/ FOOTING (CAST IN PLACE)	LF	40	\$	\$
TS-15	CLASS I CONCRETE APPROACH SLAB W/ V-GROOVE FINISH	SY	165	\$	\$
TS-16	CLASS II CONCRETE LINK SLAB W/ V-GROOVE FINISH	SY	340	\$	\$
TS-17	FLOWABLE FILL	CY	20	\$	\$
TS-18	SODDING	SY	230	\$	\$
TS-19	PAINTED STRIPES AND MARKINGS	LF	400	\$	\$
TS-20	HIGHWAY SIGNING	EA	5	\$	\$
	SUB-TOTAL			\$	

Mobilization/Demobilization: The cost for mobilization/demobilization shall be five percent (5%) of the sub-total project cost.

SUB-TOTAL \$ _____ X 5% = \$ _____

TOTAL BID PRICE: \$ _____

Name of Bidder: _____

(This form to be returned)

If notified of the acceptance of this bid form, the undersigned agrees to execute a Contract for the stated compensation in the form as prescribed by the County, within the time constraints outlined in Instructions to Bidders.

The signature below is a guarantee that the Bidder will not withdraw his/her bid for a period of sixty (60) days after the scheduled time for opening the bids.

The undersigned agrees, if awarded this bid, to furnish a Performance and Payment Bond in the amount of 100% of the total project price within fourteen (14) calendar days after notification of award to the Purchasing Division. The undersigned shall be responsible and bear all costs associated to record Performance and Payment Bond with the Charlotte County Clerk of Court Office. Receipt of said recording shall be furnished to the Purchasing Division.

Enclosed is a cashier's check, or bid bond in the amount of \$_____, which is not less than 5% of the total bid price, as guarantee that the undersigned will enter into a Contract for the work/material as required in this Bid Document. **Note: Failure to submit a 5% bid bond will be cause for rejection of bid.**

All contract documents (i.e.; performance and payment bond, cashier's check, bid bond) shall be in the name of "Charlotte County".

The undersigned acknowledges receipt of the following addenda, and the cost, if any, of such revisions has been included in the price bid.

Addendum No. _____, Dated _____; Addendum No. _____, Dated _____; Addendum No. _____, Dated _____

Addendum No. _____, Dated _____; Addendum No. _____, Dated _____; Addendum No. _____, Dated _____

HOLD HARMLESS AGREEMENT:

_____ (name of firm), it's officers and members shall, through the signing of this document by an authorized party or agent, indemnify and hold harmless Charlotte County, a political subdivision of the state of Florida, its officers, agents, employees, and volunteers, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of _____ and persons employed or utilized by _____ in the performance of this contract.

_____ (name) agrees that the first ten dollars (\$10.00) of compensation received under this contract represents specific consideration for this indemnification obligation.

Type of Organization (Please Check One): Individual Ownership _____ Partnership _____ Joint Venture _____ Corporation _____

Name of Bidding Firm _____

Mailing Address _____

Location Address _____

City & State _____ ZIP _____

Telephone _____ Fax Number _____

E-mail _____

Signature of person authorized to bind the Company: _____

Print Name/Title of person authorized to bind the Company: _____

Date: _____

(This form to be returned)

AFFIDAVIT
Claiming Status as a Local Business

Bidder affirms that it is a local business as defined below and in accordance with the following: Ordinance 2009-005 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on February 17, 2009; and Ordinance 2009-041 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on October 19, 2009.

A. Local Business Definition:

Local business means the company has a valid Business Tax Receipt issued by Charlotte County, Sarasota County or DeSoto County for at least six months prior to the bid submission to do business within Charlotte County, Sarasota County or DeSoto County that authorizes the business to provide the services or goods, and a physical business address located within the limits of Charlotte County, Sarasota County or DeSoto County from which the business operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a business shall not be considered having a "Local Business" unless it contributes to the economic development and well-being of these Counties in a verifiable and measurable way. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid to be eligible for consideration as having a "Local Business". A business that misrepresents the local preference status of its company in a bid to the County will lose the privilege to claim local preference for a one-year period.

B. Competitive bid (local price match option):

Each formal competitive bid solicitation shall clearly identify how the price order of the bids received will be evaluated and determined. When a responsive, responsible non-local business submits the lowest price bid, and the bid submitted by one or more responsive, responsible local businesses, as defined below, is within five percent of the price submitted by the non-local business, each of the aforementioned local businesses shall have the opportunity to submit, a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business within five days of being notified by the Senior Division Manager of Purchasing in writing. Contract award shall be made to the responsive, responsible business submitting the lowest best and final bid. In the case of a tie in the best and final bid between a local business and a non-local business, contract award shall be made to the local business.

If requested by the County, the bidder will be required to provide documentation substantiating the information given in this affidavit. Charlotte County reserves the right to request supporting documentation as evidence to substantiate the information given in this affidavit. Failure to do so will result in the bidder's submission being deemed non-responsive.

Company Name: _____

Signature: _____

Title: _____

Year Business Established: _____ Circle the appropriate County: Charlotte DeSoto Sarasota

State of Florida
County of _____

Sworn to and subscribed before me, a Notary Public, for the above State and County on this _____ day of _____, 20____.

Notary Public

Commission Expiration

(Affix Official Seal)

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

This page to be returned only if Contractor is claiming a Local Business Status.

SOURCE OF SUPPLY AND SUBCONTRACTORS

The following sources of supply and subcontractors shall be used for the **CONCRETE BOX CULVERTS – LITTLE FARM ROAD** project. If bidder does not have a source of supply or subcontractor, insert "to be determined". When a source or subcontractor is determined, selection will be subject to County approval. (If not applicable, state N/A).

Source of Supply	Subcontractor(s)
1. _____	1. _____
2. _____	2. _____
3. _____	3. _____
4. _____	4. _____
5. _____	5. _____

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____ (name of business) does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature _____

Dated _____

Name of Bidder: _____

(This form to be returned)

REFERENCES – CONCRETE BOX CULVERTS – LITTLE FARM ROAD

REFERENCES: Contractor shall submit a minimum of three (3) recent (within the past five (5) years) references of projects of similar size and scope. Each reference shall include a project description, project location, name and phone number of a contact person, total project amount, and completion date. The County reserves the right to contact references.

1. Project Owner / Company: _____
Name of Contact Person: _____ Telephone # _____
Address: _____
City & State: _____ Zip Code: _____
Project Description: _____

Total Project Amount: \$ _____ Completion Date: _____

2. Project Owner / Company: _____
Name of Contact Person: _____ Telephone # _____
Address: _____
City & State: _____ Zip Code: _____
Project Description: _____

Total Project Amount: \$ _____ Completion Date: _____

3. Project Owner / Company: _____
Name of Contact Person: _____ Telephone # _____
Address: _____
City & State: _____ Zip Code: _____
Project Description: _____

Total Project Amount: \$ _____ Completion Date: _____

4. Project Owner / Company: _____
Name of Contact Person: _____ Telephone # _____
Address: _____
City & State: _____ Zip Code: _____
Project Description: _____

Total Project Amount: \$ _____ Completion Date: _____

Name of Bidder: _____

(This page to be returned)



Building Construction Services

18400 Murdock Circle
 Port Charlotte, FL 33948
 Phone: 941.743.1201 Fax: 941.743.1213
 Zoning Phone: 941.743.1964
 www.charlottefl.com bcs@charlottefl.com

To exceed expectations in the delivery of public service

Permit Fee Schedules for Building, Zoning, Land Development and DRC

(Revised by Resolution 2004-091 and Resolution 2007-096 taken from Exhibit A)

BUILDING VALUATIONS

Building Permits will be based on valuation. The valuation will be taken from the most recent ICC Building Valuation Tables published on the ICC website and using the Florida multiplier. If this fee is disputed, only a signed and sealed contract may be substituted if it includes all phases of construction including contractor overhead and profit.

PERMITS BASED ON VALUATION

If a Single Family Residence (SFR) or Commercial Permit is less than \$50,000 in valuation \$90
 Valuation over \$50,000 for SFR or SFR Misc Permit Types valuation x { 0.004 } = Building
 Valuation over \$50,000 for Commercial Permit Types { 0.005 } Permit
} Fee

PLANS REVIEW

Plans Rejection Fee	
1st Plans Rejection Fee	\$75
2nd Plans Rejection Fee	\$150
3rd Plans Rejection Fee	\$225
Residential Plans Change	\$50
Commercial Plans Change	\$75
Re-stamp of Blueprints	\$50

INSPECTIONS

Reinspection Fee	
1st Reinspection Failure Fee	\$50
2nd Reinspection Failure Fee	\$100
3rd Inspection Failure Fee	\$150
Scheduled Time Inspections	\$50
No charge/no guarantee for concrete only	
Partial Inspections	\$50

SPECIAL PERMITS

Garage Permit	\$200
Residential Addition / interior re-model	\$200
Swimming Pool	\$200
DCA Home/Mobile Home	\$200

PERMITS BASED ON A FLAT FEE \$90

Demolition	Fuel Tank - Above Ground	LP Tanks	Tent
Demolition Interior	HARV - New installation	Pool Heater	Water Conditioner
Electrical Addition/Alteration	HARV - Change Out	Plumbing Permit	Water Heater
Electrical Perm Power Pole	HARV Condenser Unit Only	Piping Only	Window for House
Electrical Service Change	HARV - Air Handler Only	Sewer Connection	Window for Lanai
Electrical Temporary Pole	HARV - Split System	Spray Booth	
Fire Alarm	Heat Pump	Sign	
Fire Sprinkler	Hood Suppression	Sprinkler	
Fuel Tank	Kitchen Hood	Suppression System	

FAILURE TO SECURE A PERMIT PRIOR TO WORK COMMENCING WILL RESULT IN A PENALTY OF UP TO QUADRUPLE THE ORIGINAL FEE.

MISCELLANEOUS FEES

Change in Contract /Owner	\$61
Commercial Change of Occupancy	\$101
Moving Permit (both in/out of County)	\$90
Permit Extension Request (1st 90 days)	\$63
Permit Extension Request (2nd 90 days)	\$100
Stop Work Order Fee (to have order lifted)	\$50
Expired Permit Renewal	Based on original valuation of permit.

TEMPORARY CERTIFICATE OF OCCUPANCY (TEMP CO)

<u>Residential</u>			<u>Commercial</u>		
30 days	\$100		30 days	\$200	
60 days	\$200		60 days	\$400	
90 days	\$300		90 days	\$600	
Each 30 days after 90 days	\$500		Each 30 days after 90 days	\$900	

RIGHT OF WAY (Underlined fees established by Resolution 2007-096)

Right of Way permits expire after one (1) year, unless a renewal fee of \$29 is paid.

Excavation Application Fees

Group I	\$2,400
Group II	\$4,800
Group III	\$9,600
Group IV	\$2,400

Excavation Annual Monitoring

Group I	\$0
Group II	\$1,200
Group III	\$1,250
Group IV	\$1,200
Amendment Transfer	\$500

Right of Way Permit Fees

Line & Grade	\$310
Pools & Miscellaneous	\$90
ROW Permit	\$140
ROW Utility Permit	\$90
Re-Inspection	\$140
Stormwater (10 acres or less)	\$580
Stormwater (10 acres or more)	\$580 + Plus \$21.00 per acre over 10 acres

ZONING**Permits**

Boat Lifts	\$95
Commercial Tree Permit	\$80
Commercial Tree Ordinance	\$80
Fences - Residential & Commercial	\$75
Garage	\$35
Model Home Flag Permit	\$54
Portable canopy Permit	\$10
Residential Tree Permits	
Residential/Duplex	\$70
Multi Family Resubmit	\$95
Single Family Resubmit	\$60
Environmental Inspection	\$55
Seawalls	\$95
Signs	\$85
Special Event Permit (seasonal/holiday)	\$25
Special Event Permit (other)	\$110
Temporary Advertising Device	\$20

Reviews/Plans Changes/Reinspection

Commercial Permit Review	\$65
Commercial Landscape Review	\$80
Commercial Plans Change	\$95
Commercial Re-Submittal Fee	\$95
Commercial Miscellaneous Permit Review	\$20
Pool Review	\$15
Residential Permit Review	\$30
Residential Plans Change	\$33
Zoning Reinspection	\$27
<u>Variances/Other Fees</u>	
Administrative Variances	\$175
Zoning Variance	\$805
Appeal Board	\$235
BZA Administration	\$180
Zoning Regulation	\$45
Zoning Regulation Updates	\$25
Special Exception to Zoning Code	\$880
Notary Fee	\$5

FAILURE TO SECURE A PERMIT PRIOR TO WORK COMMENCING WILL RESULT IN A PENALTY OF UP TO QUADRUPLE THE ORIGINAL FEE.

**CHARLOTTE COUNTY
COMMUNITY DEVELOPMENT ENGINEERING DIVISION
CHARLOTTE COUNTY, FLORIDA**

POLICY

Subject: Maintenance of Traffic (MOT) Policy	Effective Date: March 20, 2012	From: Danny Quick, County Engineer
Applies to: All Employees of the Charlotte County Board of County Commissioners	Last Amended: July 10, 2006	Page: 1 of 3 pages

The purpose of this policy is to provide instructions to assure that all work being performed in the County's right-of-way are performed under both The Manual of Uniform Traffic Control Devices (MUTCD) and The Florida Department of Transportation Roadway & Traffic Design Standards thus, assuring a safe environment for both the worker(s) and driver(s) on all County roads. Short term projects that last only a few hours will not be held to the same planning outlined in this policy however they shall still be subject to MUTCD and FDOT standards.

This policy shall apply to all work in the rights-of-ways including that performed by contractors working for the County, contractors working for developers, utility companies (including work being performed by their personnel or contractors/sub-contractors) and all County work forces within each department of each division. Both internal requirements (departmental) as well as external requirements (contractors) are governed by this policy. A copy of this policy shall be attached to all permits for contractor compliance. All instruction references to the MUTCD Part VI and Index 600 of the Florida Department of Transportation Design Standards, shall apply to the latest edition.

The contractor shall at all times take every available precaution to safeguard the public as well as the construction workers. The contractor's personnel shall comply with the Maintenance of Traffic requirements, comply with reasonable requests from County Employees and act courteously with the public.

1. All personnel working within the County's right-of-way shall at **ALL** times, wear FDOT approved safety vests, including those who may be periodically on-site and out of their vehicles, i.e., supervisors, foreman, testing personnel, etc.
2. Each contractor shall submit a maintenance of traffic plan for any construction project involving work or activity that may affect traffic on any County street, roadway, bike path, or sidewalk, and obtain approval prior to the start of the project.
3. The MOT plan shall consist of one or more engineering drawing(s) signed and dated by either a Professional Engineer, or person certified by the International Municipal Signal Association (IMSA) in work zone traffic safety, qualified and knowledgeable in the field of traffic engineering, detailing traffic control for any road construction, detours, or road closures. Should any changes to the MOT occur during any phase of the project, a revised MOT shall be immediately submitted reflecting all changes.
4. For all work within the County right-of-way, where construction operations will alter traffic activities, the contractor will designate a qualified individual who will be responsible to implement, inspect, and/or supervise the placement, maintenance, and removal of traffic control devices in the work zone. The person responsible, possessing current valid and verifiable wallet cards from the above approved courses, shall be the only person approved to work on the maintenance of traffic and shall remain on site during any time of activity.
5. All equipment and hazards left in the right-of-way during hours of darkness are to be barricaded off. All signs and barricades requiring lights shall have then attached and in good

**CHARLOTTE COUNTY
COMMUNITY DEVELOPMENT ENGINEERING DIVISION
CHARLOTTE COUNTY, FLORIDA**

POLICY

Subject: Maintenance of Traffic (MOT) Policy	Effective Date: March 20, 2012	From: Danny Quick, County Engineer
Applies to: All Employees of the Charlotte County Board of County Commissioners	Last Amended: July 10, 2006	Page: 2 of 3 pages

working order. Any further traffic control devices deemed necessary during the project are to be provided by the contractor at the contractor's expense.

6. Every attempt shall be made to avoid road closures. Where it is not possible to completely avoid road closures, the following procedures shall be followed:
 - a. Road closures shall be limited, if possible, to single lane closures with traffic controlled by flagmen. Flagging operations and flagmen shall comply with MUTCD requirements. Flagging is not to begin until the proper signage is in place. When flagging is not being performed the signs must be covered up, turned away from traffic or removed from the job site.
 - b. If the work cannot be performed without closing all traffic lanes, but the closures can be limited to intervals no longer than five-minute duration's (e.g., to accommodate necessary equipment operations) flagmen shall be used to control traffic as necessary.
 - c. If the work cannot be performed without closing all traffic lanes for periods longer than five (5) minutes at a time, provisions shall be made to maintain access to all developed properties. Access may be properly signed and/or marked detours or other approved methods.
 - d. A detailed Maintenance of Traffic Plan shall be prepared by the contractor or other responsible entity for all situations where any lane closures are proposed. The detailed MOT Plans shall show the limits of the road closure, detour routes and/or other means of maintaining access, temporary signing and marking that will be used, and any other information deemed necessary by the County Engineer. The MOT Plan for road closures shall be submitted to the Engineering Department at least two weeks prior to each road closure. **No road closures, other than emergencies, are authorized without the prior approval of the County Engineer.**
 - e. If the road closure is authorized by the County Engineer, the following organizations shall be notified seven days prior to the closure and again 24 hours prior to the closure. If the closure will extend for more than one (1) day, notifications shall be made each day to inform these organizations of the road closure that will be in effect the following day:
 - **Charlotte County Community Development Engineering:**
(941) 575-3632 **Fax:** (941) 575-3664
 - **All Emergency services:**

<u>FIRE/EMS</u>	<u>Fire Headquarters</u>	<u>Sheriff</u>
(941) 833-5600	(941) 833-5600	(941) 639-2101
 - **Charlotte County School Board:**
Transportation Division (941) 575-5432

**CHARLOTTE COUNTY
COMMUNITY DEVELOPMENT ENGINEERING DIVISION
CHARLOTTE COUNTY, FLORIDA**

POLICY

Subject: Maintenance of Traffic (MOT) Policy	Effective Date: March 20, 2012	From: Danny Quick, County Engineer
Applies to: All Employees of the Charlotte County Board of County Commissioners	Last Amended: July 10, 2006	Page: 3 of 3 pages

- **The Media:** Newspaper/Radio Stations (Notify applicable one(s))

<u>Charlotte Sun Herald</u>	(941) 206-1000
<u>Charlotte Herald Tribune Newspaper</u>	(941) 627-7550
<u>Englewood Sun Herald Tribune Newspaper</u>	(941) 681-3000
<u>Sarasota Herald Tribune Newspaper</u>	(941) 953-7755
<u>Venice Gondolier Newspaper</u>	(941) 207-1000
<u>Clear Channel Radio Station – Port Charlotte</u>	(941) 625-0856
<u>Clear Channel Radio Station – Punta Gorda</u>	(941) 206-9296
<u>Clear Channel Radio Station – Sarasota</u>	(877) 552-4800
<u>KIX Country 92.9 WIKX Radio Station – Punta Gorda</u>	(941) 206-1188
<u>The Beach Radio Station – Punta Gorda</u>	(941) 206-1112
<u>The Beach Radio Station – Port Charlotte</u>	(941) 764-0232
<u>Seaview 104.9 Radio Station – Punta Gorda</u>	(941) 206-1188
 - All property owners, residents and tenants of the affected properties (continuing notification not required).
- f. If immediate road closure is necessary to safeguard life and/or public safety or private property, prior approval shall **NOT** be required. However, the notifications required under e. above shall be made as soon as practicable provided that the notification effort does not compromise the efforts to safeguard life and/or property.
7. All initial MOT plans (not involving road closures) and proposed changes shall be submitted to the County Transportation Engineer, or designee, for approval, at least one week prior to the start of work.
8. Failure to comply with the stipulations set forth in this policy will result in immediate suspension of work, and/or revoking of the permit until such time as the affected party comes into compliance.

Original: 9/15/95
 Revisions: 3/1/97
 9/29/03
 7/10/06



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

District Headquarters: 3301 Gun Club Road, West Palm Beach, Florida 33406 (561) 686-8800 www.sfwmd.gov

CON 24-06

Application No.: 130927-23

General Permit No.: 08-00153-W

November 1, 2013

CHARLOTTE COUNTY BOARD OF COUNTY COMMISSIONERS

ATTN: KAREN BLISS

18500 MURDOCK CIRCLE

PORT CHARLOTTE, FL 33948

Dear Permittee:

SUBJECT: General Water Use Permit No.: 08-00153-W

Project: LITTLE FARM ROAD BOX CULVERT PROJECT

Location: CHARLOTTE COUNTY, S27/T42S/R25E

Permittee: CHARLOTTE COUNTY BOARD OF COUNTY COMMISSIONERS

This letter is to notify you of the District's agency action concerning your Notice of Intent to Use Water. This action is taken pursuant to Chapter 40E-20, Florida Administrative Code (F.A.C.). Based on the information provided, District rules have been adhered to and a General Water Use Permit is in effect for this project subject to:

1. Not receiving a filed request for Chapter 120, Florida Statutes, administrative hearing and
2. The attached Limiting Conditions.

The purpose of this application is to obtain a water use permit for box culvert installation. Withdrawals are from trenches via a centrifugal pump. This water use permit has a five-year expiration date; however, the permit duration is one year from the commencement of dewatering operations. The applicant shall notify the District at least 72 hours prior to commencement of dewatering.

A copy of the permit, with its limiting conditions and dewatering plan, is required to be kept on-site at all times during dewatering operations by the lead contractor or site manager. The Permittee shall not withdraw more than 1,800 million gallons in the duration of this permit, nor more than 10 million gallons per day.

Application Number: 130927-23
CHARLOTTE COUNTY BOARD OF COUNTY COMMISSIONERS
November 1, 2013
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Date Of Issuance: November 1, 2013

Expiration Date: November 1, 2018

Water Use Classification: Dewatering

Water Use Permit Status: Proposed

Environmental Resource Permit Status: Modification To Permit 08-00151-P, Proposed
Concurrently With Application No. 130927-18.

Right Of Way Permit Status: Not Applicable.

Surface Water From: Water Table aquifer

Permitted Allocation(s):

Annual Allocation: 1,051,200,000 Gallons
Maximum Daily Allocation: 2,880,000 Gallons

Proposed Withdrawal Facilities - Surface Water

Source: Water Table aquifer

1 - 6" X 55 HP X 2000 GPM Centrifugal Pump

Rated Capacity

Source(s)	Status Code	GPM	MGD	MGM	MGY
Water Table aquifer	P	2,000	2.88	87.6	1,051
Totals:		2,000	2.88	87.6	1,051

Application Number: 130927-23
CHARLOTTE COUNTY BOARD OF COUNTY COMMISSIONERS
November 1, 2013
Page 3

Should you object to the Limiting Conditions, please refer to the attached Notice of Rights which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have questions concerning this matter. If we do not hear from you prior to the time frame specified in the Notice of Rights, we will assume that you concur with the District's recommendations.

Certificate Of Service

I HEREBY CERTIFY that a Notice of Rights has been mailed to the addressee not later than 5:00 p.m. this 1st day of November, 2013, in accordance with Section 120.60(3), Florida Statutes.

Sincerely,



Daniel F. Waters, P.E.
Regulatory Administrator
Water Use Bureau

DFW / mt

Enclosure

c: The Weiler Engineering Corp

Limiting Conditions

1. This permit shall expire on November 1, 2018.
2. Application for a permit modification may be made at any time.
3. Water use classification:

Dewatering water supply
4. Source classification is:

Surface Water from:
Water Table aquifer
5. Permittee shall not withdraw more than 1800 million gallons in the duration of this permit, nor more than 10 million gallons per day.
6. Pursuant to Rule 40E-1.6105, F.A.C., Notification of Transfer of Interest in Real Property, within 30 days of any transfer of interest or control of the real property at which any permitted facility, system, consumptive use, or activity is located, the permittee must notify the District, in writing, of the transfer giving the name and address of the new owner or person in control and providing a copy of the instrument effectuating the transfer, as set forth in Rule 40E-1.6107, F.A.C.

Pursuant to Rule 40E-1.6107 (4), until transfer is approved by the District, the permittee shall be liable for compliance with the permit. The permittee transferring the permit shall remain liable for all actions that are required as well as all violations of the permit which occurred prior to the transfer of the permit.

Failure to comply with this or any other condition of this permit constitutes a violation and pursuant to Rule 40E-1.609, Suspension, Revocation and Modification of Permits, the District may suspend or revoke the permit.

This Permit is issued to:

Charlotte County Board of County Commissioners
18500 Murdock Circle
Port Charlotte, FL 33948

7. Withdrawal Facilities:

Surface Water - Proposed:

1 - 6" x 55 HP X 2000 GPM Centrifugal Pump

Limiting Conditions

8. Permittee shall mitigate interference with existing legal uses that was caused in whole or in part by the permittee's withdrawals, consistent with the approved mitigation plan. As necessary to offset the interference, mitigation will include pumpage reduction, replacement of the impacted individual's equipment, relocation of wells, change in withdrawal source, or other means.

Interference to an existing legal use is defined as an impact that occurs under hydrologic conditions equal to or less severe than a 1 in 10 year drought event that results in the:

(A) Inability to withdraw water consistent with provisions of the permit, such as when remedial structural or operational actions not materially authorized by existing permits must be taken to address the interference; or

(B) Change in the quality of water pursuant to primary State Drinking Water Standards to the extent that the water can no longer be used for its authorized purpose, or such change is imminent.

9. Permittee shall mitigate harm to existing off-site land uses caused by the permittee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the District will require the permittee to modify withdrawal rates or mitigate the harm. Harm caused by withdrawals, as determined through reference to the conditions for permit issuance, includes:

(A) Significant reduction in water levels on the property to the extent that the designed function of the water body and related surface water management improvements are damaged, not including aesthetic values. The designed function of a water body is identified in the original permit or other governmental authorization issued for the construction of the water body. In cases where a permit was not required, the designed function shall be determined based on the purpose for the original construction of the water body (e.g. fill for construction, mining, drainage canal, etc.)

(B) Damage to agriculture, including damage resulting from reduction in soil moisture resulting from consumptive use; or

(C) Land collapse or subsidence caused by reduction in water levels associated with consumptive use.

Limiting Conditions

10. Permittee shall mitigate harm to the natural resources caused by the permittee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the District will require the permittee to modify withdrawal rates or mitigate the harm. Harm, as determined through reference to the conditions for permit issuance includes:
 - (A) Reduction in ground or surface water levels that results in harmful lateral movement of the fresh water/salt water interface,
 - (B) Reduction in water levels that harm the hydroperiod of wetlands,
 - (C) Significant reduction in water levels or hydroperiod in a naturally occurring water body such as a lake or pond,
 - (D) Harmful movement of contaminants in violation of state water quality standards, or
 - (E) Harm to the natural system including damage to habitat for rare or endangered species.
11. If any condition of the permit is violated, the permit shall be subject to review and possible modification, enforcement action, or revocation.
12. Authorized representatives of the District, with advance notice to the permittee, shall be permitted to enter, inspect, and observe the permitted system to determine compliance with permit conditions.
13. The Permittee is advised that this permit does not relieve any person from the requirement to obtain all necessary federal, state, local and special district authorizations.
14. The permit does not convey any property right to the Permittee, nor any rights and privileges other than those specified in the Permit and Chapter 40E-2, Florida Administrative Code.
15. Permittee shall submit all data as required by the implementation schedule for each of the limiting conditions to: SFWMD, Regulatory Support Bureau, P.O. Box 24680, West Palm Beach, FL 33416-4680.
16. The Permittee is advised that this Permit does not relieve the Permittee of complying with all county, state, and federal regulations governing these operations, maintenance, and reclamation of the borrow pit.
17. The excavation shall be constructed using sound engineering practice. If the excavation endangers the properties of adjacent owners through erosion, side wall collapse, etc., the Permittee shall cease operation upon notification by the District until a method to prevent such occurrences is found and instituted.

Limiting Conditions

18. Permittee shall immediately cease dewatering when continued dewatering would create a condition hazardous to the health, safety, and general welfare of the people of the District.
19. Permittee shall be responsible for clearing shoaling if the Permittee's dewatering operation creates shoaling in adjacent water bodies.
20. Permittee shall comply with turbidity and general water quality standards for surface discharge into receiving streams, as established by Chapter 62-302, Florida Administrative Code.
21. Permittee shall not lower the water table below the following depths:
23.8 feet NGVD
22. A copy of the permit, its limiting conditions, and dewatering plan is required to be kept on site at all times during dewatering operations by the lead contractor or site manager.
23. In the event of a declared water shortage, water withdrawal reductions will be ordered by the District in accordance with the Water Shortage Plan, Chapter 40E-21, F.A.C. The Permittee is advised that during a water shortage, pumpage reports shall be submitted as required by Chapter 40E-21, F.A.C.
24. Dewatering Commencement Notification - At least 72 hours prior to initial dewatering, the Permittee shall notify the District that dewatering is about to commence and verify all precautions are in place prior to project commencing with pumping operation, including:
 - A) The location and design of the recharge trenches and on-site retention areas where dewatering water will be retained.
 - B) The location of monitoring facilities, and
 - C) Other site-specific issues related to the protection of the resource or other existing legal users.Failure of the permittee or his representative contractor to notify the District before dewatering is initiated will result in enforcement action.

If necessary, the District shall conduct a site visit.

Notification of commencement of dewatering can be made by contacting:

Scott Korf at 239-338-2929.
25. Dewatering is authorized by this permit for a duration of one year from the date provided to the District by the Permittee in accordance with the notification requirements as stated in the Limiting Conditions of this permit.

Limiting Conditions

26. The Permittee shall conduct dewatering activities in adherence to the following operating plan:
Dewatering activities will be required for installation of box culverts to improve access for vehicles due to the road flooding during rainy periods. If necessary, additional BMPs and turbidity control structures will be placed to prevent off-site discharge of turbid water with an NTU value greater than 29 NTUs over background values of the receiving waters. The background turbidity sample shall be collected 50 feet upstream of the construction site. Location maps are included as Exhibits 1 and 2. A site map is shown in Exhibit 3. Pump specifications are detailed in Exhibit 4. An Engineering Report discussing the project, including written dewatering and turbidity plans, is included as Exhibit 5. Exhibit 6 includes a plan sheet showing the general routing of dewatering effluent, the turbidity sampling points, and the discharge location. The contractor will insure that turbidity is controlled, and that no water with turbidity of greater than 29 NTUs above background migrates from the Project site at any location. If Project generated turbid water is detected beyond the Project limits, the work will cease and additional measures and BMPs will be enacted to rectify the problem.

Application Number: 130927-23
CHARLOTTE COUNTY BOARD OF COUNTY COMMISSIONERS
November 1, 2013
Page 9

bc:Michael Taylor, P.G.
S. Korf
WU Compliance - T. Schwetje

ADDRESSES

The Weiler Engineering Corp
Attn: Michael Giardullo P E
201 W. Marion Ave. Suite 1306
Punta Gorda, FL 33950
mgiardullo@weilerengineering.org

NOTICE OF RIGHTS

As required by Sections 120.569(1), and 120.60(3), Fla. Stat., following is notice of the opportunities which may be available for administrative hearing or judicial review when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Not all the legal proceedings detailed below may be an applicable or appropriate remedy. You may wish to consult an attorney regarding your legal rights.

RIGHT TO REQUEST ADMINISTRATIVE HEARING

A person whose substantial interests are or may be affected by the South Florida Water Management District's (SFWMD or District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Fla. Stat. Persons seeking a hearing on a District decision which does or may determine their substantial interests shall file a petition for hearing with the District Clerk within 21 days of receipt of written notice of the decision, unless one of the following shorter time periods apply: 1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Fla. Stat.; or 2) within 14 days of service of an Administrative Order pursuant to Subsection 373.119(1), Fla. Stat. "Receipt of written notice of agency decision" means receipt of either written notice through mail, or electronic mail, or posting that the District has or intends to take final agency action, or publication of notice that the District has or intends to take final agency action. Any person who receives written notice of a SFWMD decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

Filing Instructions

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1. Identification of the action being contested, including the permit number, application number, District file number or any other SFWMD identification number, if known.
2. The name, address and telephone number of the petitioner and petitioner's representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the SFWMD's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the SFWMD's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the SFWMD's proposed action.
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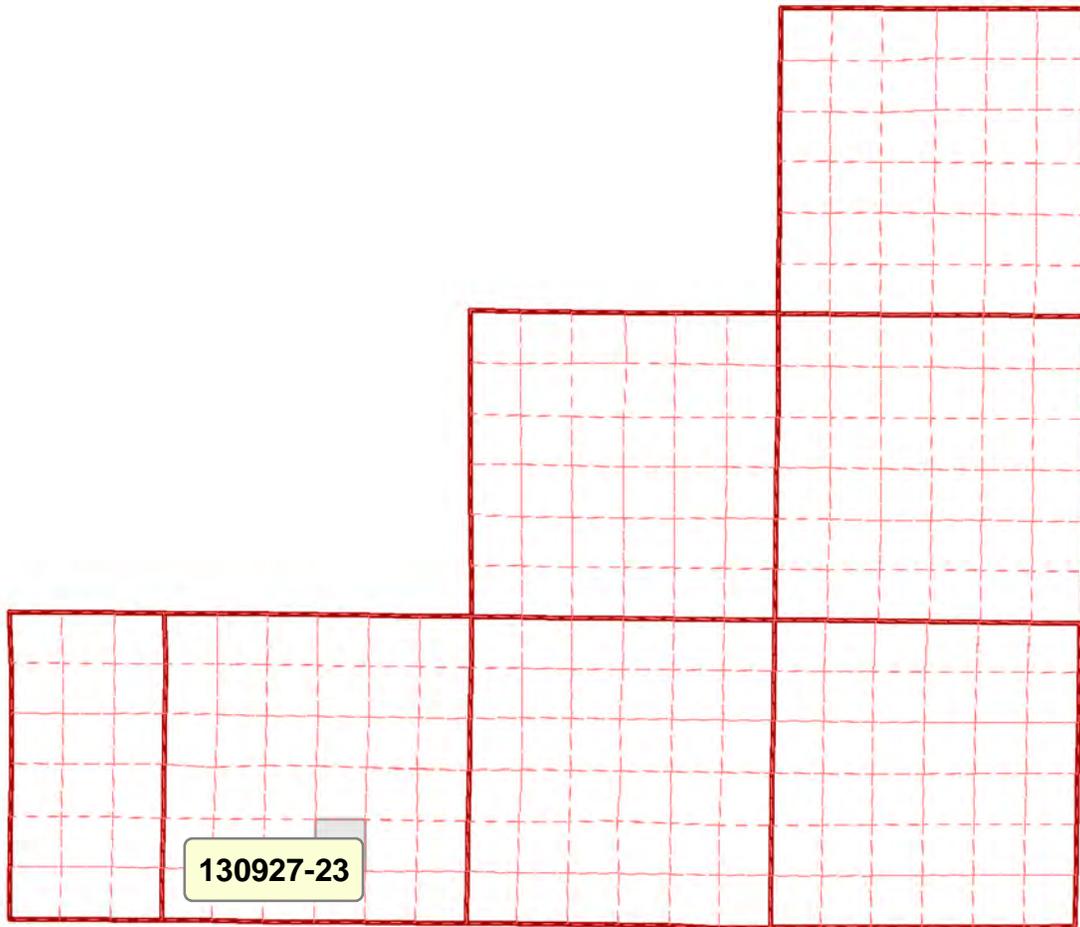
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The procedures for pursuing mediation are set forth in Section 120.573, Fla. Stat., and Rules 28-106.111 and 28-106.401-.405, Fla. Admin. Code. The SFWMD is not proposing mediation for this agency action under Section 120.573, Fla. Stat., at this time.

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T 40

T 41

T 42

R 24

R 25

R 26

R 27

130927-23



CHARLOTTE COUNTY, FLORIDA



Application No: 130927-23

Map Date: 2013-10-31

Permit No: 08-00153-W

Sec 27 / Twp 42 / Rge 25

Project Name: LITTLE FARM ROAD BOX CULVERT PROJECT

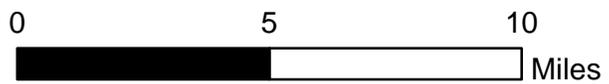
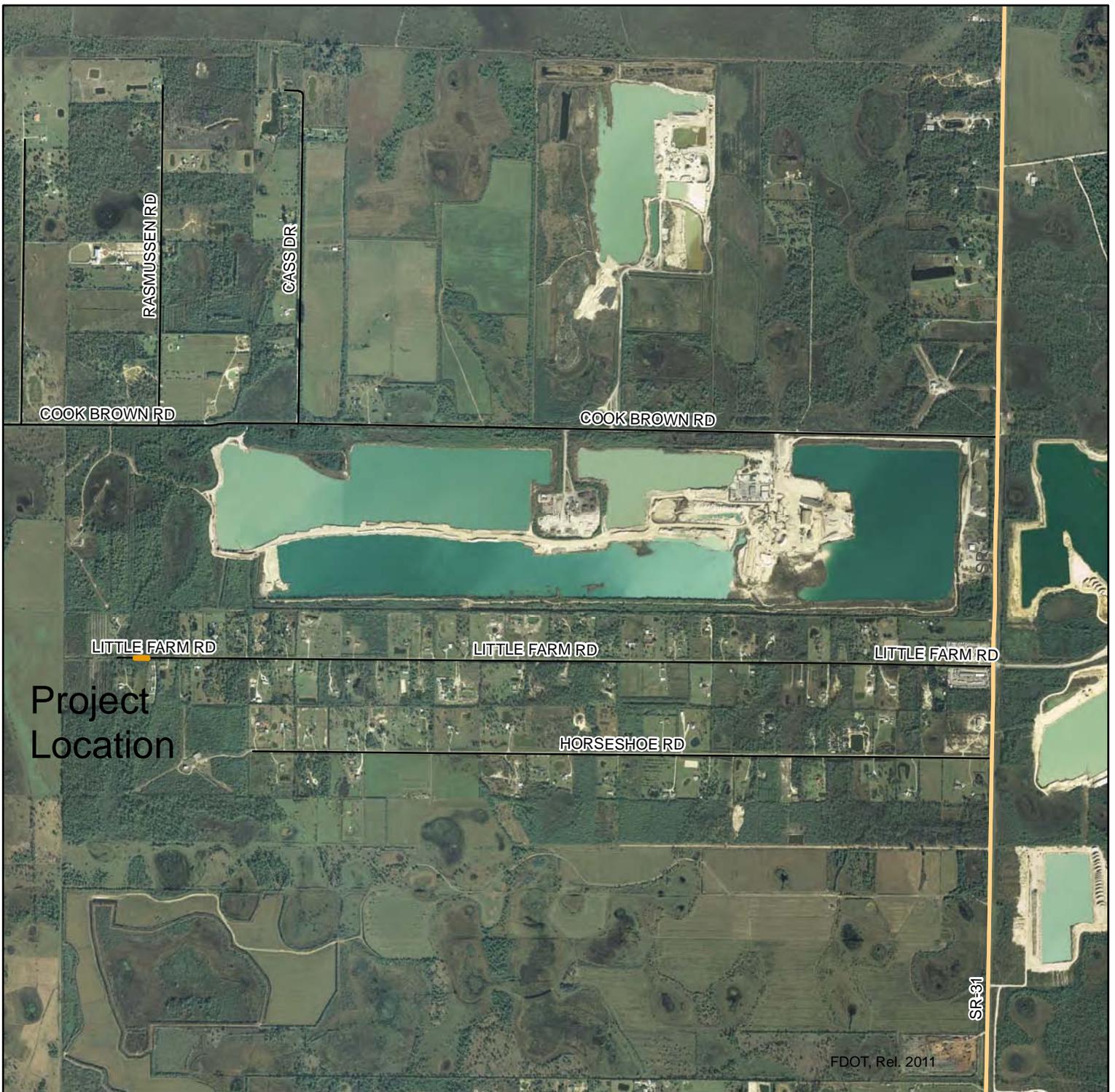


Exhibit No: 1





Project
Location

FDOT, Rel. 2011

CHARLOTTE COUNTY, FLORIDA

Legend

 Application

Application No: 130927-23

Sec 27 / Twp 42 / Rge 25

Project Name: LITTLE FARM ROAD BOX CULVERT
PROJECT

0 2,000 4,000
 Feet

N



Map Date: 2013-10-31

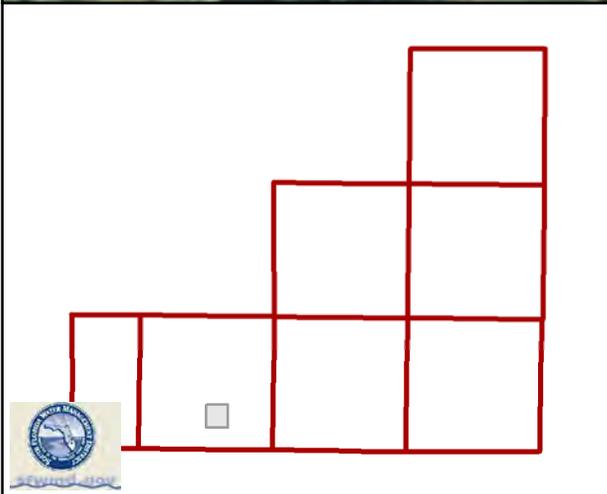
Permit No: 08-00153-W



Exhibit No: 2



FDOT, Rel. 2011



CHARLOTTE COUNTY, FLORIDA

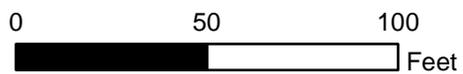
Legend

 Application

Application No: 130927-23

Sec 27 / Twp 42 / Rge 25

Project Name: LITTLE FARM ROAD BOX CULVERT PROJECT



Map Date: 2013-10-31

Permit No: 08-00153-W



Exhibit No: 3

TABLE - B
Description Of Surface Water Pumps

Application Number: 130927-23

Pump ID	266864
Name	Pump
Map Designator	
Facility Group	
Existing/Proposed	P
Pump Type	Centrifugal
Diameter(Inches)	6
Pump Capacity(GPM)	2,000
Pump Horse Power	55
Two Way Pump ?	N
Elevation (ft. NGVD)	23.8
Planar Location	
Source	
Feet East	
Feet North	
Accounting Method	Unspecified
Use Status	Primary
Water Use Type	Mining / Dewatering
Surface Water Body	Water Table aquifer

ENGINEERING REPORT

for

LITTLE FARM ROAD
BOX CULVERT PROJECT

owner:

CHARLOTTE COUNTY
BOARD OF COUNTY COMMISSIONERS
18500 MURDOCK CIRCLE, SUITE 536,
PORT CHARLOTTE, FL 33948

WEC Job No. 12089.004

by

WEILER ENGINEERING CORPORATION

EB# 6656



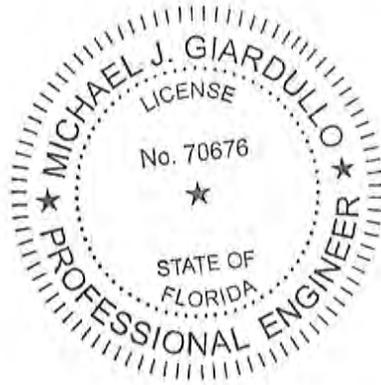
201 WEST MARION AVENUE - SUITE 1306 | PUNTA GORDA | FL 33950
TEL 941-505-1700 | FAX 941-505-1702 | WWW.WEILERENGINEERING.ORG

SEPTEMBER 2013

TABLE OF CONTENTS

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NARRATIVE	4
INTRODUCTION	4
EXISTING CONDITIONS	4
PROPOSED CONDITIONS	5
PROPOSED CONDITIONS	5
DEWATERING PLAN	6
EXHIBIT A: LOCATION MAP	7
EXHIBIT B: AERIAL MAP	8
EXHIBIT C: PROJECT AREA AND WETLANDS	9
EXHIBIT D: FEMA FLOOD MAP	10

THIS IS TO CERTIFY THAT THE ENCLOSED ENGINEERING CALCULATIONS WERE PERFORMED BY ME OR UNDER MY RESPONSIBLE CHARGE.



A handwritten signature in blue ink, appearing to be "M. Giardullo".

SEP 24 2013

Michael J. Giardullo, P.E.
Florida License No.: 70676

NARRATIVE

INTRODUCTION

The subject property is located in Section 27, Township 42 South, Range 25 East, of Charlotte County, Florida. The purpose of the project is to provide reliable access to the western end of Little Farm Road for residents in the area. Current access is not always possible due to flooding of the roadway. The project will consist of installing 12 culverts in the location of a concrete ford previously constructed by Charlotte County Public Works.

The project will include a system of box culverts under a 12 ft wide concrete roadway. The culverts will allow water from the northern part of the watershed to continue flowing south by providing a cross-sectional flow area equal to existing conditions. A majority of the roadway is at elevation 28 feet NGVD, while the bottom of the ford is at elevation 25.5 feet NGVD. This significant dip allows substantial water to build up during wet seasons and makes the roadway impassable and unsafe.

EXISTING CONDITIONS

The project site is completely within the Charlotte County right-of-way for Little Farm Road. All adjacent land is zoned as MHC (Mobile Home Conventional). The predominant soil over the site is *Wabasso Sand* based on information obtained from the SCS (Soil Conservation Service) Soil Survey for Charlotte County. Little Farm Road is located in the Stroud Creek Watershed, which flows south into the Caloosahatchee River. All runoff from the Stroud Creek Watershed, located north of the project site, has been forced to drain through the small channel section along Little Farm Road.

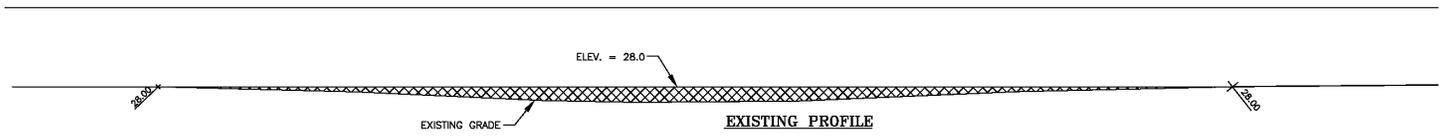
Currently, a concrete ford exists along a 200 linear feet portion near the western end of Little Farm Road. Most of the road is at approximately elevation 28 feet NGVD. The bottom of the ford is at approximately elevation 25.5 feet NGVD. Although the concrete ford allows for the historical water conveyance of the watershed south to the Caloosahatchee River, during the peak rainy season residents and emergency response vehicles are unable to have safe access through the concrete ford due to high water levels. These road conditions can also cause damage to the vehicles of residents driving through the flooded area. The portion of the road that floods provides 286 sq ft of cross-sectional area for water to naturally flow. A detailed survey of the existing conditions can be found in the Existing Conditions and Demolition Plan on Sheet 3 of the attached project plans.

PROPOSED CONDITIONS

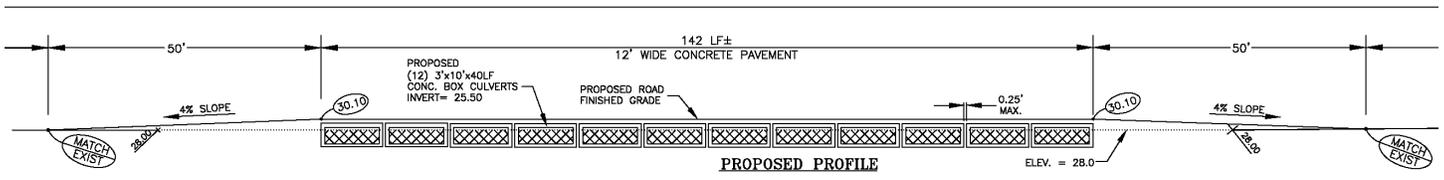
In order to address the inaccessibility and safety of the residential site, twelve (12) 3'x10'x40' box culverts are proposed in place of the concrete ford. This provides a greater area for water to flow through (across the road) compared to the currently existing concrete ford. The existing ford provides 286 sq ft of flow area, whereas post-construction with culverts will provide 290 sq ft of flow area. The culverts will allow for the proper conveyance of water through the area. Both the existing and proposed profiles are shown below and in the Paving & Grading Plan & Profile on Sheet 5 of the attached project plans.

The proposed area for the installation of the culverts will remain within the 66 ft right-of-way of Little Farm Road. The total excavation area to allow for the installation of the culverts is 0.367 acres. The excavation and fill amount is approximately 589.7 cubic yards for the entire project. This includes 12" of stabilizing stone below the culverts. The inverts will be set at elevation 25.5 feet NGVD to match the existing channel.

Based on the National Wetland Inventory, north of the project site and outside of the County owned right-of-way is designated as wetlands. Based on evaluation of this inventory, there does not appear to be any wetland impacts.



Existing flow area = 286 sq ft



Proposed flow area = 290 sq ft

Proposed \geq Existing
290 sq. ft. > 286 sq ft

DEWATERING PLAN

A cofferdam proposed for the project area allows for the drawdown of water within the work zone in order to create a dry excavated area. A dry work area is needed to construct the headwall and grouting, and install culverts and bedding. A bypass will be created outside the cofferdam to maintain southern flow of the water. Periodic pumping will only be used for the bypass when water in the north side of the project pools above elevation 26 ft NGVD. Pumping may not be required during the dry season. Turbidity monitoring will be performed south of the turbidity barrier to ensure water that is conveyed from the north end of the project does not exceed maximum turbidity levels, ensuring NTU values aren't raised above the background measurements.

EXHIBIT A: LOCATION MAP



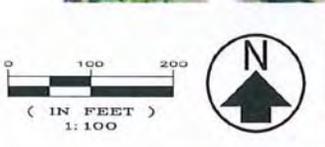
LOCATION MAP
FOR
LITTLE FARM ROAD CULVERT

WEBER ENGINEERING CORPORATION

WEC *excellence in engineering*
 201 W. MARION AVE, SUITE 1306
 PUNTA GORDA, FLORIDA 33950
 (941) 505-1700
 EB # 6656

Design	Drawn	Checked
KJY	JNB	KJY
Approved by		KJY
Scale:		1:1000
Job No.		12089.004
Date Issued		03/28/13
Sheet No.		1 of 1

EXHIBIT B: AERIAL MAP



AERIAL MAP
FOR
LITTLE FARM ROAD CULVERT

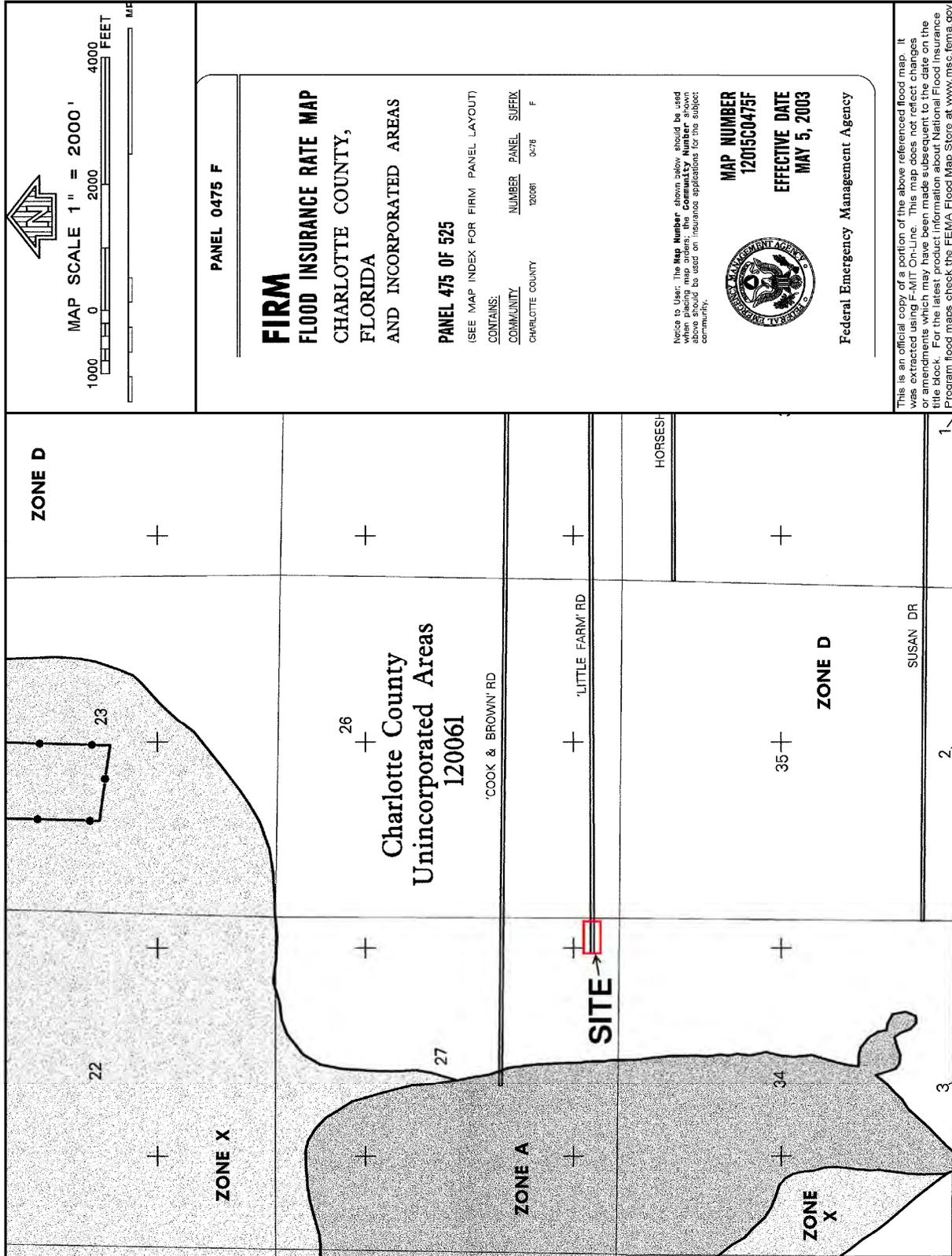
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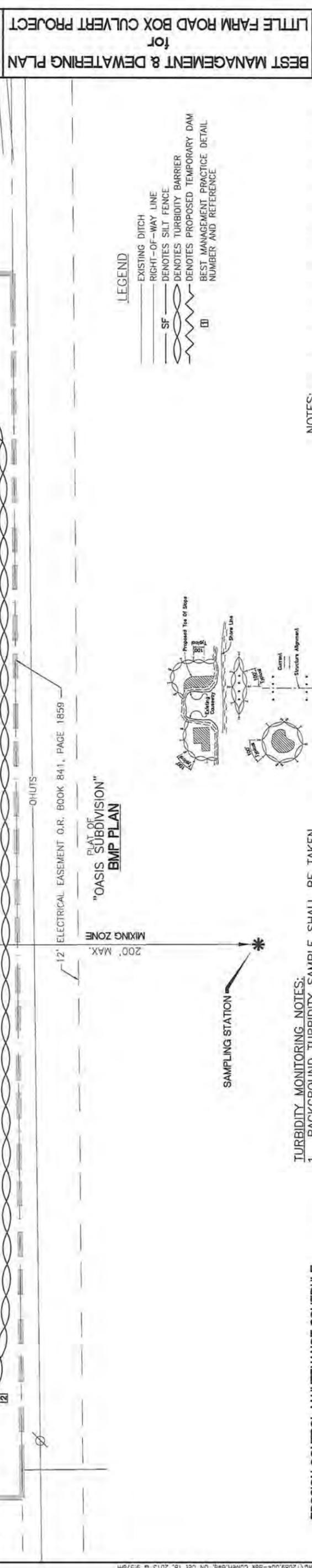
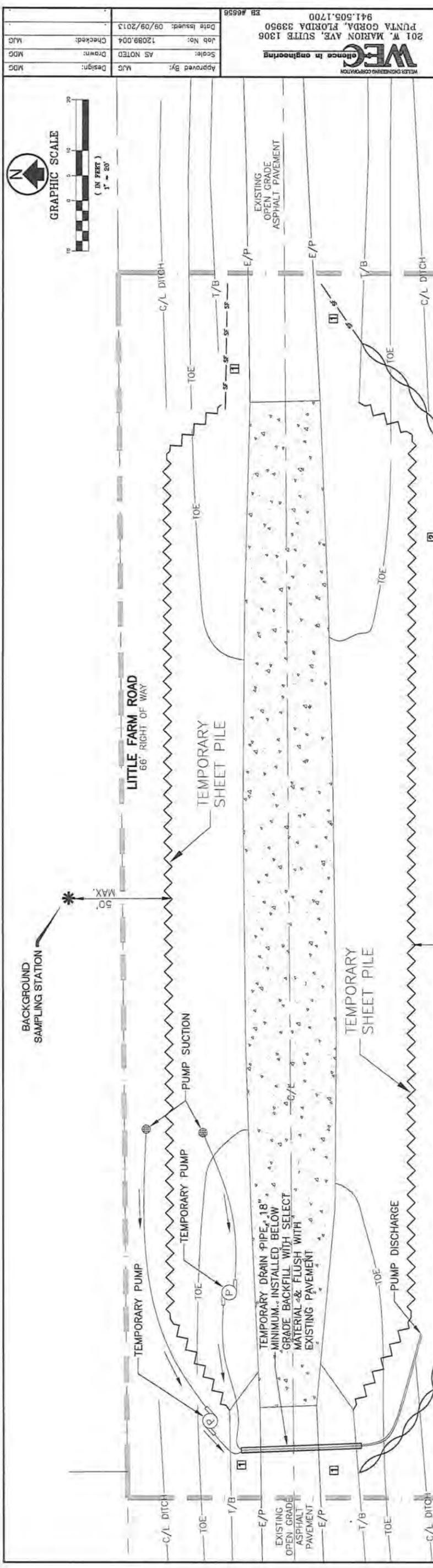
Design	Drawn	Checked
KJY	JNB	KJY
Approved by		KJY
Scale:		1:100
Job No.		12089.004
Date Issued		03/28/13
Sheet No.		1 of 1

EXHIBIT C: PROJECT AREA AND WETLANDS



EXHIBIT D: FEMA FLOOD MAP





EROSION CONTROL MAINTENANCE SCHEDULE

THE CONTRACTOR SHALL INSTALL SILT FENCE, STAKED SYNTHETIC BALES, AND OTHER EROSION CONTROL DEVICES AS SHOWN ON THE DRAWINGS PRIOR TO BEGINNING CONSTRUCTION. THESE INSTALLATIONS AS SHOWN ON THE DRAWINGS SHALL BE CONSIDERED THE MINIMUM EROSION/SILTATION PROTECTION REQUIRED FOR THE SITE. IN ADDITION THE ENGINEER, OWNER, OR OWNER'S REPRESENTATIVE MAY DEEM IT NECESSARY TO INSTALL PROTECTIVE FACILITIES ELSEWHERE ON THE SITE.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE EROSION PROTECTION FACILITIES THROUGH COMPLETION OF CONSTRUCTION. THE CONTRACTOR SHALL PERFORM DAILY INSPECTIONS OF THE FACILITIES TO ENSURE THAT THE EROSION PROTECTION FACILITIES ARE MAINTAINING THEIR PROTECTION FUNCTIONS AND INTEGRITY.

REPRESENTATIVE THE INSTALLATION OF EROSION PROTECTION FACILITIES, THE ENGINEER, OWNER, OR OWNER'S REPRESENTATIVE MAY DEEM IT NECESSARY, UPON INSPECTION OF THE SITE, THAT TURBIDITY MONITORING BE PERFORMED BY THE CONTRACTOR. THE MONITORING SHALL BE PERFORMED DAILY IN BACKGROUND TURBIDITY LEVELS. READING SHALL BE PERFORMED DAILY AND PERFORMED WEEKLY IF BACKGROUND TURBIDITY LEVELS ARE GREATER THAN 25 NTU'S. ALL CONSTRUCTION ACTIVITIES SHALL STOP AND THE CONTRACTOR SHALL PROVIDE ADDITIONAL EROSION PROTECTION NECESSARY TO RETURN LEVELS TO 25 NTU'S OR LESS. CONSTRUCTION ACTIVITIES SHALL BEGIN AGAIN ONLY UPON APPROVAL BY THE ENGINEER, OWNER, OR OWNER'S REPRESENTATIVE.

ALL EROSION PROTECTION FACILITIES SHALL BE REMOVED AFTER CONSTRUCTION COMPLETION, AND WHEN A VEGETATIVE COVER HAS BEEN WELL ESTABLISHED OVER THE CONSTRUCTED AREAS. PER THE PLANS: THE CONTRACTOR SHALL REMOVE PROTECTION FACILITIES UPON APPROVAL BY THE ENGINEER, OWNER, OR OWNER'S REPRESENTATIVE.

TURBIDITY MONITORING NOTES:

- BACKGROUND TURBIDITY SAMPLE SHALL BE TAKEN PRIOR TO THE START OF WORK EACH DAY TO ESTABLISH BACKGROUND LEVEL.
- MIXING ZONE TURBIDITY SAMPLES SHALL BE TAKEN 2 TIMES A DAY AND NO LESS THAN 4 HOURS APART WHILE CONSTRUCTION IS ON GOING.
- IF TURBIDITY SAMPLE IS GREATER THAN 29 NTU ABOVE BACKGROUND LEVEL, ALL WORK IS TO STOP AND THE ENGINEER IS TO BE NOTIFIED.

TURBIDITY BARRIERS
NOT TO SCALE

NOTE: CONTRACTOR TO INSPECT SILT FENCE DAMAGED.

NOTE: TURBIDITY BARRIERS ARE TO BE USED IN ALL PERMANENT DITCHES AND IN ALL OPEN WATER BODIES. BARRIERS ARE TO BE INSTALLED IN UPSTREAM OR DOWNSTREAM CURRENT VELOCITIES. BARRIERS ARE TO BE INSTALLED IN A WAY TO ACCOMMODATE CONSTRUCTION OPERATIONS. NAVIGATION MAY REQUIRE REMOVING BARRIER DURING FOR ADDITIONAL INFORMATION SEE SECTION 104 OF THE STANDARD SPECIFICATIONS.

PROJECT OWNERS STATEMENT
ON BEHALF OF CHARLOTTE COUNTY BOARD OF COUNTY COMMISSIONERS, I AGREE AND ACCEPT TO TAKE FULL RESPONSIBILITY TO ENSURE THAT THE PLACEMENT AND MAINTENANCE OF ALL BEST MANAGEMENT PRACTICES MEASURES ARE IN ACCORDANCE WITH THIS SWAMPED APPROVED PLAN THROUGHOUT THE DURATION OF THE CONSTRUCTION ACTIVITIES.

JOANNE VERNON, PE, ASSISTANT COUNTY ENGINEER DATE

Requirement by Limiting Condition Report

App No: 130927-23

Permit No: 08-00153-W

Project Name: LITTLE FARM ROAD BOX CULVERT PROJECT

Limiting Condition No: 24

Limiting Condition Code: WUDWT014-2

Facility Name	Requirement Name	Col Freq	Sub Freq	Due Date
PERMIT	Dewatering Commencement Notification for PERMIT	One time Only	One time Only	01-DEC-2013



**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
 ENVIRONMENTAL RESOURCE PERMIT NO. 08-00151-P
 DATE ISSUED: October 23, 2013**

PERMITTEE: CHARLOTTE COUNTY BOARD OF COUNTY
 COMMISSIONERS
 18500 MURDOCK CIR
 PORT CHARLOTTE, FL 33948

PROJECT DESCRIPTION: Minor Activities Within Existing Rights-Of-Way or Easement: The project consists of installing twelve (12) 3'x10'x40' box culverts in place of the existing concrete ford / low water crossing as shown on Exhibit 1.0. This project will increase the current 286 square feet of flow area to 290 square foot of flow area and remain within the 66 ft Little Farm Road Right-of-Way.

PROJECT LOCATION: CHARLOTTE COUNTY, SEC 27 TWP 42S RGE 25E

PERMIT DURATION: Five years from the date issued to complete construction of the surface water management system as authorized herein.

This is to notify you of the District's agency action for Permit Application No. 130927-18, dated September 27, 2013. This action is taken pursuant to Rule 40E-1.603 and Chapter 40E-40 and 40E-400, Florida Administrative Code (F.A.C.).

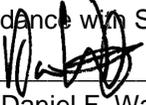
Based on the information provided, District rules have been adhered to and an Environmental Resource Permit is in effect for this project subject to:

1. Not receiving a filed request for a Chapter 120, Florida Statutes, administrative hearing.
2. the attached 33 General Conditions (See Pages : 2 - 5 of 7),
3. the attached 1 Special Conditions (See Pages : 6 - 6 of 7) and
4. the attached 5 Specific Conditions in section 40E-400.447 (See Pages : 7 - 7 of 7)

Should you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights," we will assume that you concur with the District's action.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a "Notice of Rights" has been mailed or electronically transmitted to the Permittee (and the persons listed in the attached distribution list) no later than 5:00 p.m. on this 23rd day of October, 2013, in accordance with Section 120.60(3), Florida Statutes.

BY: 
 Daniel F. Waters, P.E.
 Regulatory Administrator
 Lower West Coast Service Center

Laura Layman

NOTICE OF RIGHTS

As required by Sections 120.569(1), and 120.60(3), Fla. Stat., following is notice of the opportunities which may be available for administrative hearing or judicial review when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Not all the legal proceedings detailed below may be an applicable or appropriate remedy. You may wish to consult an attorney regarding your legal rights.

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GENERAL CONDITIONS

1. The terms, conditions, requirements, limitations, and restrictions set forth in this section are general permit conditions, and shall be applicable to, and are binding upon the permittee for all No Notice and Noticed General Permits in this Chapter. These conditions are enforceable under Part IV of Chapter 373, F.S..
2. The general permit is valid only for the specific activity indicated. Any deviation from the specified activity and the conditions for undertaking that activity shall constitute a violation of the permit. A violation of the permit is a suspension or revocation of the permittee's right to conduct such activity under the general permit. The District may begin legal proceedings seeking penalties or other remedies as provided by law for any violation of these conditions.
3. This general permit does not eliminate the necessity to obtain any required federal, State, local and special District authorizations prior to the start of any construction, alteration, operation, maintenance, removal or abandonment authorized by this permit. This general permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the general permit and this Chapter.
4. This general permit does not relieve the permittee from liability and penalties when the permitted activity causes harm or injury to: human health or welfare; animal, plant or aquatic life; or property. It does not allow the permittee to cause pollution in contravention of Florida statutes and District rules.
5. The permittee is hereby advised that Section 253.77, F.S., states that a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the State, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement, or other form of consent authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereignty lands or other state owned lands.
6. The general permit may be modified, suspended or revoked in accordance with Chapter 120, and Section 373.429, F.S.
7. This permit shall not be transferred to a third party except pursuant to Section 40E-4.351, F.A.C. The permittee transferring the general permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to sale, conveyance, or other transfer of ownership or control of the permitted system or the real property at which the permitted system is located.
8. Upon reasonable notice to the permittee, District staff with proper identification shall have permission to enter, inspect, sample and test the permitted system to insure conformity with the plans and specifications approved by the permit.
9. The permittee shall maintain any permitted system in accordance with the plans submitted to the District.
10. A permittee's right to conduct a specific noticed activity under this noticed general permit is authorized for a duration of 5 years.
11. Construction, alteration, operation, maintenance, removal and abandonment approved by this general permit shall be conducted in a manner which does not cause violations of State water quality standards, including any antidegradation provisions of Section 62-4.242(1)(a) and (b), 62-4.242(2) and (3), and 62-302.300, F.A.C., and any special standards for outstanding Florida waters and outstanding national resource waters. The permittee shall implement best management practices for erosion, turbidity, and other pollution control to prevent violation of the State water quality standards. Temporary erosion control

GENERAL CONDITIONS

measures such as sodding, and seeding shall be implemented and shall be maintained on all erodible ground areas prior to and during construction. Permanent erosion control measures such as sodding and planting of wetland species shall be completed within 7 days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into wetlands and other surface waters exists due to the permitted activity. Turbidity barriers shall remain in place and shall be maintained in a functional condition at all locations until construction is completed and soils are stabilized and vegetation has been established. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.

12. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any system authorized by the general permit.
13. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.
14. The general permit is valid only for the specific activity indicated. Any deviation from the specified activity and the conditions for undertaking that activity shall constitute a violation of the permit and shall subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
15. This general permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any construction, alteration, operation, maintenance, removal or abandonment authorized by this permit.
16. This general permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the general permit.
17. The general permit does not relieve the permittee from liability and penalties when the permitted activity causes harm or injury to: human health or welfare; animal, plant or aquatic life; or property. It does not allow the permittee to cause pollution that violates state water quality standards.
18. Section 253.77, F.S., provides that a person may not commence any excavation, construction, or other activity involving the use of state-owned or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required consent, lease, easement, or other form of authorization authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on state-owned lands.
19. The authorization to conduct activities under a general permit may be modified, suspended or revoked in accordance with Chapter 120, F.S., and Section 373.429, F.S.
20. This permit shall not be transferred to a third party except pursuant to Rule 62-330.340, F.A.C. The permittee transferring the general permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to sale, conveyance, or other transfer of ownership or control of the permitted project, activity, or the real property at which the permitted project or activity is located.
21. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the permitted activity to ensure conformity with the plans and specifications approved by the permit.

GENERAL CONDITIONS

22. The permittee shall maintain any permitted project or activity in accordance with the plans submitted to the Agency and authorized in this general permit.
23. A permittee's right to conduct a specific activity under this general permit is authorized for a duration of five years.
24. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be implemented and maintained immediately prior to, during, and after construction as needed to stabilize all disturbed areas, including other measures specified in the permit to prevent adverse impacts to the water resources and adjacent lands. Erosion and sediment control measures shall be installed and maintained in accordance with the "State of Florida Erosion and Sediment Control Designer and Reviewer Manual" (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), available at: www.dep.state.fl.us/water/wetlands/docs/erp/FLErosionSedimentManual_6_07.pdf, and the "Florida Stormwater Erosion and Sedimentation Control Inspector's Manual" (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), available at: www.dep.state.fl.us/water/nonpoint/docs/erosion/erosion-inspectors-manual.pdf.
25. Unless otherwise specified in the general permit, temporary vehicular access within wetlands during construction shall be performed using vehicles generating minimum ground pressure to minimize rutting and other environmental impacts. Within forested wetlands, the permittee shall choose alignments that minimize the destruction of mature wetland trees to the greatest extent practicable. When needed to prevent rutting or soil compaction, access vehicles shall be operated on wooden, composite, metal, or other non-earthen construction mats. In all cases, access in wetlands shall comply with the following:
 - a. Access within forested wetlands shall not include the cutting or clearing of any native wetland tree having a diameter 4 inches or greater at breast height;
 - b. The maximum width of the construction access area shall be limited to 15 feet;
 - c. All mats shall be removed within 72 hours after the work commences; and
 - d. Areas disturbed for access shall be restored to natural grades immediately after the maintenance or repair is completed.
26. Barges or other work vessels used to conduct in-water activities shall be operated in a manner that prevents unauthorized dredging, water quality violations, and damage to submerged aquatic communities.
27. The construction, alteration, or use of the authorized project shall not adversely impede navigation or create a navigational hazard in the water body.
28. Except where specifically authorized in this general permit, activities must not:
 - a. Impound or obstruct existing water flow, cause adverse impacts to existing surface water storage and conveyance capabilities, or otherwise cause adverse water quantity or flooding impacts to receiving water and adjacent lands; or
 - b. Cause an adverse impact to the maintenance of surface or ground water levels or surface water flows established pursuant to Section 373.042, F.S., or a Works of the District established pursuant to Section 373.086, F.S.
29. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and

GENERAL CONDITIONS

Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate Agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.

30. The activity must be capable of being performed and of functioning as proposed, based on generally accepted engineering and scientific principles, and must comply with any applicable District special basin and geographic area criteria
31. The permittee shall comply with the following when performing work within waters accessible to federally- or state-listed aquatic species, such as manatees, marine turtles, smalltooth sawfish, and Gulf sturgeon:
 - a. All vessels associated with the project shall operate at "Idle Speed/No Wake" at all times while in the work area and where the draft of the vessels provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
 - b. All deployed siltation or turbidity barriers shall be properly secured, monitored, and maintained to prevent entanglement or entrapment of listed species.
 - c. All in-water activities, including vessel operation, must be shutdown if a listed species comes within 50 feet of the work area. Activities shall not resume until the animal(s) has moved beyond a 50-foot radius of the in-water work, or until 30 minutes elapses since the last sighting within 50 feet. Animals must not be herded away or harassed into leaving. All on-site project personnel are responsible for observing water-related activities for the presence of listed species.
 - d. Any listed species that is killed or injured by work associated with activities performed shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922 and ImperiledSpecies@myFWC.com.
 - e. Whenever there is a spill or frac-out of drilling fluid into waters accessible to the above species during a directional drilling operation, the FWC shall be notified at imperiledspecies@myfwc.com with details of the event within 24 hours following detection of the spill or frac-out.
32. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any activity authorized by the general permit.
33. The permittee shall immediately notify the Agency in writing of any submitted information that is discovered to be inaccurate.

SPECIAL CONDITIONS

1. Dewatering Application No. 130927-23 has been reviewed concurrently with this application for the installation of the proposed box culverts.

SPECIFIC CONDITIONS

40E-400.447 General Permit to the Florida Department of Transportation, Counties and Municipalities for Minor Activities Within Existing FDOT Rights-of-Way or Easements.

1. The permittee shall use erosion and sediment control best management practices in strict compliance with the guidelines and specifications described in Chapter 6 of the Florida Land Development Manual: A Guide to Sound Land and Water Management (Florida Department of Environmental Regulation 1988), incorporated by reference in Rule 40E-4.091, F.A.C., to prevent violation of State water quality standards.
2. Immediately following completion of slope construction, the fill areas and any disturbed banks of wetlands or other surface waters shall be stabilized with vegetation or riprap to prevent erosion. Temporary erosion controls for all exposed soils within wetlands and other surface waters shall be completed within 7 calendar days of the most recent construction activity. Prevention of erosion of exposed earth into wetland and other surface waters is a construction priority and completed slopes shall not remain unstabilized while other construction continues.
3. In addition to complying with the notice provisions of Section 40E- 400.211, F.A.C., at least 90 days prior to commencement of construction, the permittee shall provide written notification to the appropriate District service center of the date the permitted construction activities are planned to begin and within 90 days following the completion of construction the permittee shall provide written notification to the appropriate District service center of the date construction activities are completed.
4. The permittee shall limit stream channel relocation to streams which have an average annual discharge of 10 cubic feet per second or less. The length of relocated channels or those significantly altered shall be limited to 200 feet per stream. A stream channel shall be altered only when such a measure will reduce the long term adverse water quality impacts and will maintain or restore the stream's natural hydraulic capability.
5. This general permit shall not apply to ditch construction in class I or class II surface waters, outstanding national resource waters or waters designated as outstanding Florida waters.

CONSTRUCTION PLANS FOR LITTLE FARM ROAD BOX CULVERT PROJECT

SECTION 27, TOWNSHIP 42 S, RANGE 25 E
CHARLOTTE COUNTY, FLORIDA



LOCATION MAP

OWNER

CHARLOTTE COUNTY BOCC
18500 MURDOCK CIRCLE
PORT CHARLOTTE, FL 33948

PREPARED BY

THE WEILER ENGINEERING CORPORATION
201 W. MARION AVE, SUITE 1306
PUNTA GORDA, FLORIDA 33950
(941) 505-1700



INDEX OF DRAWINGS

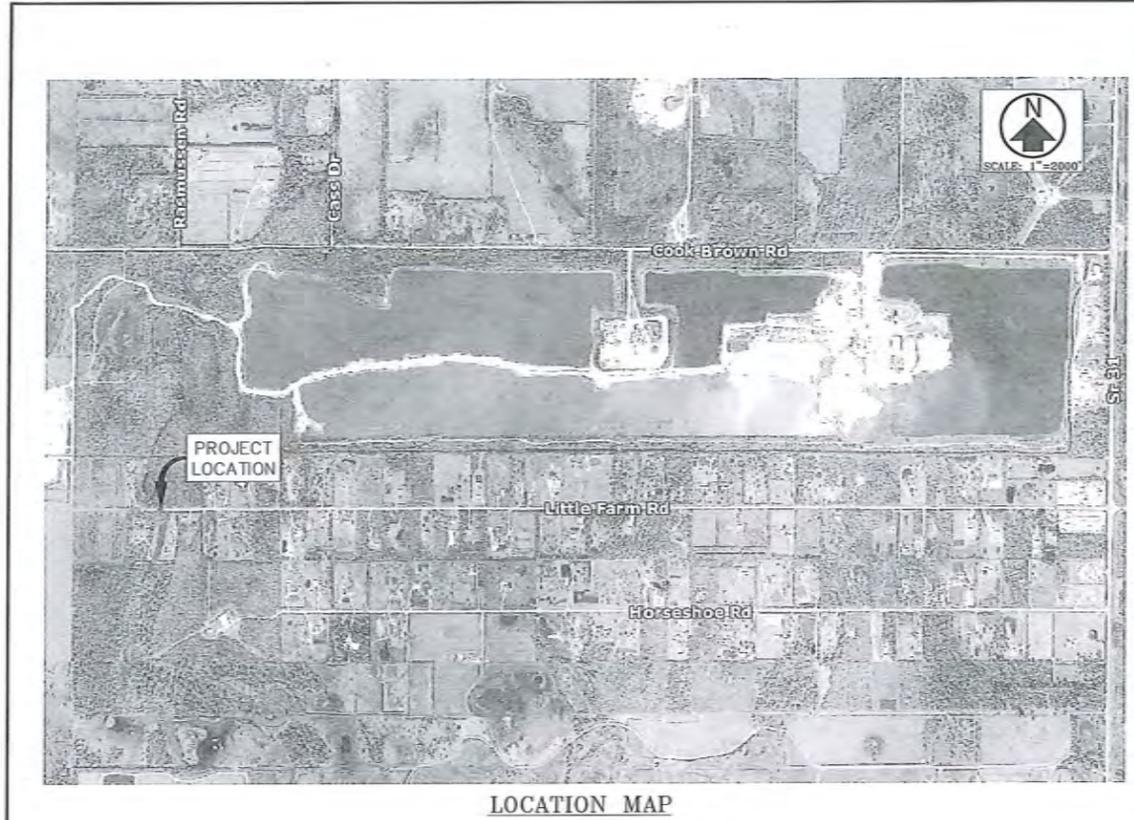
- 1 COVER SHEET
- 2 AERIAL & WETLAND IMPACT AREA
- 3 EXISTING CONDITIONS/DEMOLITION PLAN & SITE PLAN
- 4 SITE PLAN
- 5 PAVING & GRADING PLAN & PROFILE
- 6 DETAILS
- 7 BEST MANAGEMENT & DEWATERING PLAN
- 8 MAINTENANCE OF TRAFFIC PLAN



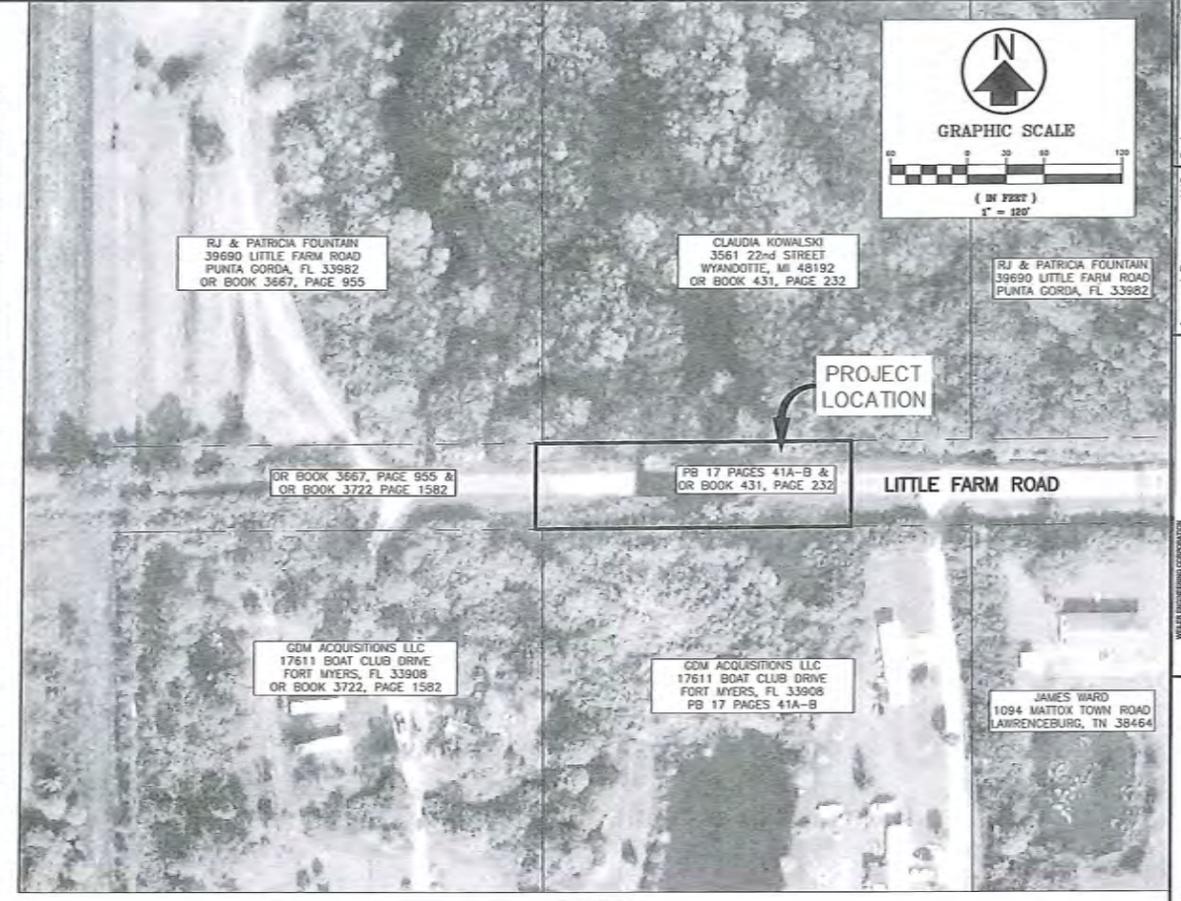
SEP 24 2013

Michael J. Giardullo
Professional Engineer
State of Florida
Registration No. 70676
SHEET No. 1 OF
WEC PROJECT NO.
1208004

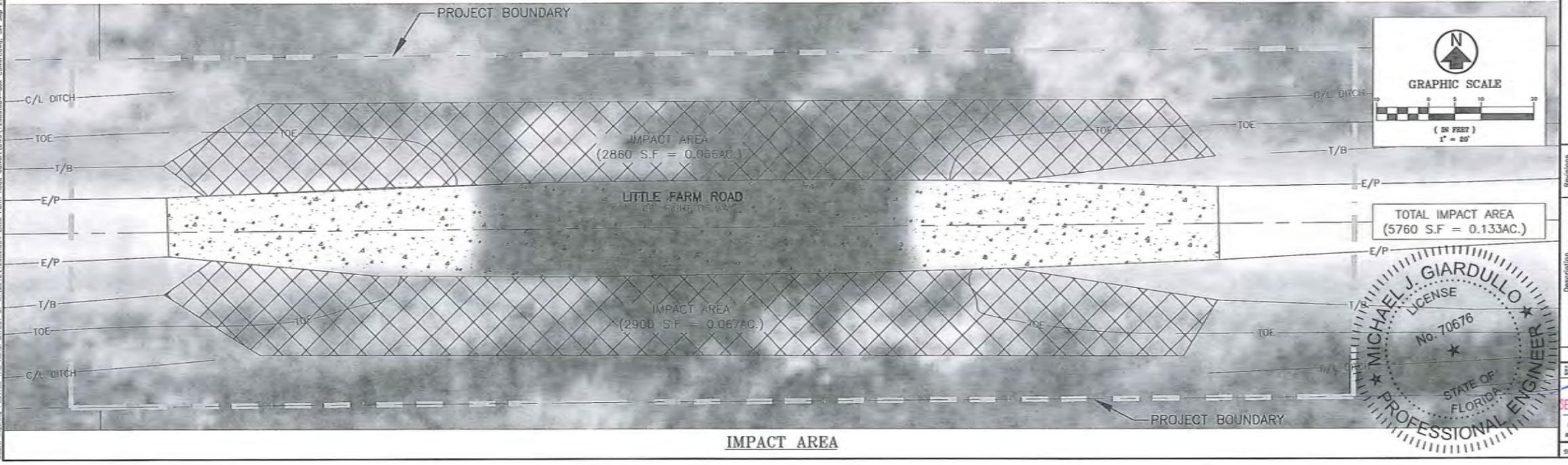
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LOCATION MAP



AERIAL



IMPACT AREA

Approved By:	AS NOTED	Design:	MDC
Scale:	12089.004	Drawn:	MDC
Job No:	12089.004	Checked:	JC
Date Issued:	09/09/2013		

WALKER ENGINEERING CORPORATION
WEG *science in engineering*
 201 W. MARION AVE., SUITE 1306
 PUNTA GORDA, FLORIDA 33960
 888.506.1700

AERIAL
 for
LITTLE FARM ROAD BOX CULVERT PROJECT

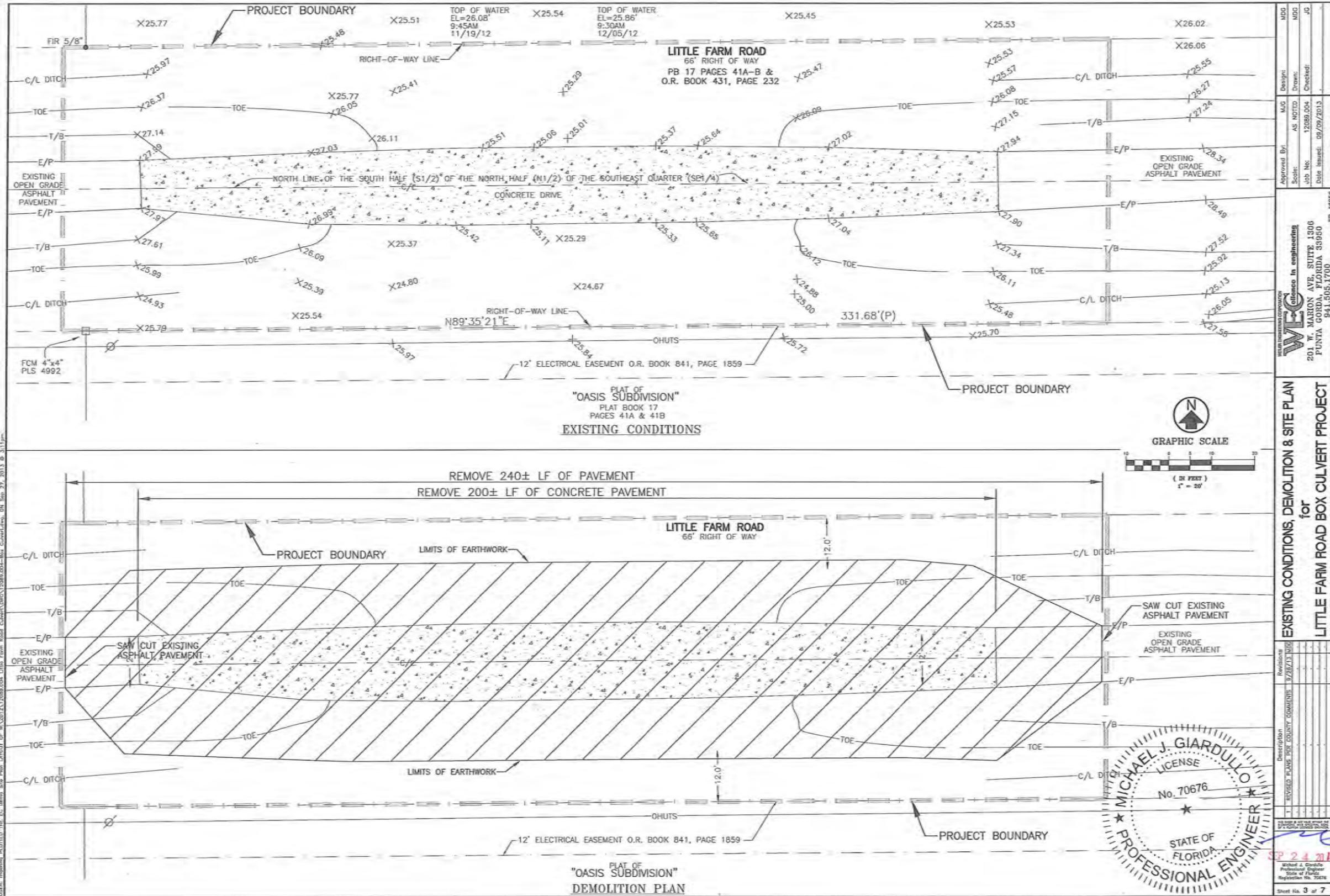
Revisions	Description
1	REVISED PLANS PER COUNTY COMMENTS 8/28/13 MDC

MICHAEL J. GIARDULLO
 LICENSE
 No. 70676
 STATE OF FLORIDA
 PROFESSIONAL ENGINEER

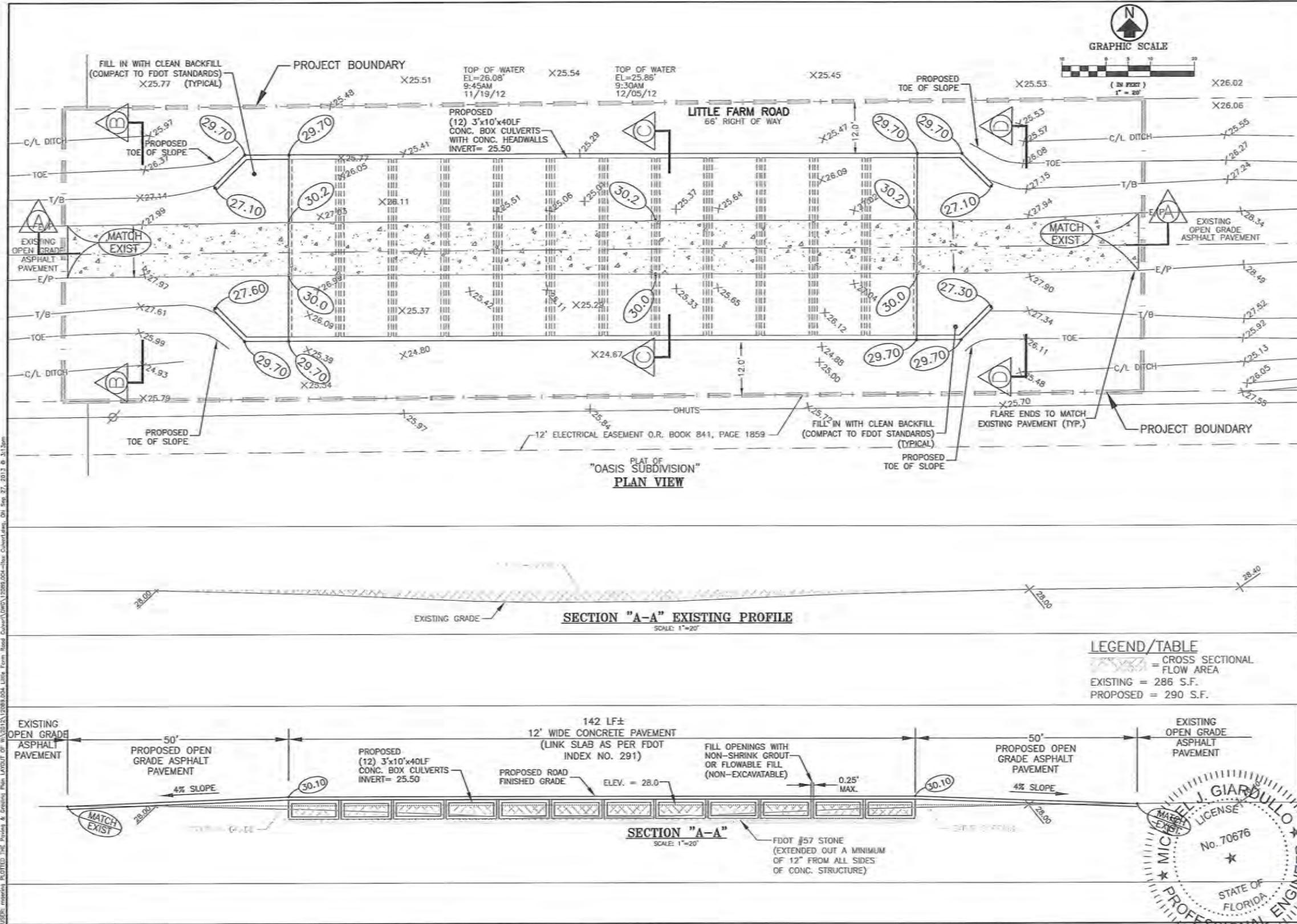
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 Michael J. Giardullo
 Professional Engineer
 State of Florida
 Registration No. 70676

Sheet No. 2 of 7

USER: mcardina PLOTTED THE Aerial LAYOUT OF W:\2013\12089.004 - Little Farm Road Culvert\WEG 12089.004 - Box Culvert.dwg, ddt Sep 27, 2013 @ 3:11pm



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Approval Date:	09/09/2013	
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EXISTING CONDITIONS, DEMOLITION & SITE PLAN for LITTLE FARM ROAD BOX CULVERT PROJECT		
Revisions:		
1. REVISED PLANS FOR COUNTY COMMENTS	12/20/13	
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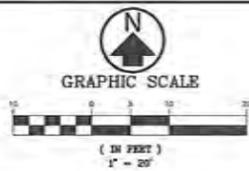
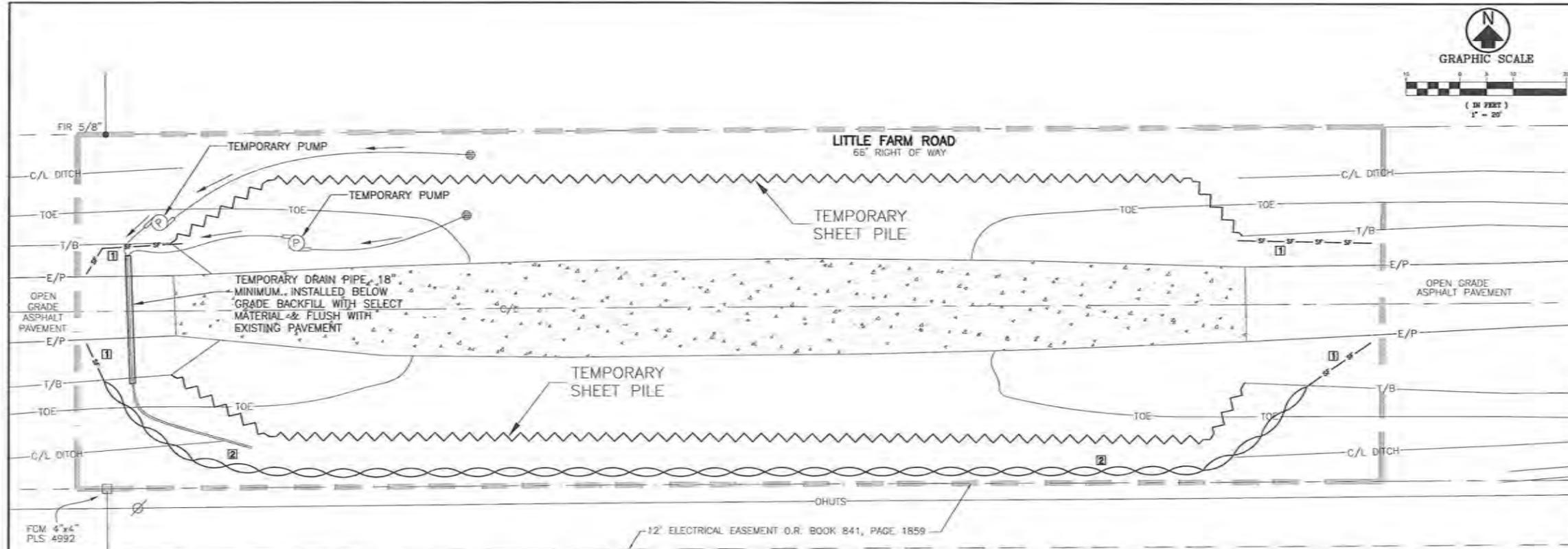
WEC
 WELLS ENGINEERING CORPORATION
 201 W. MARION AVE. SUITE 1306
 PUNTA GORDA, FLORIDA 33950
 841.605.1700
 RB #1658

PAVING & GRADING PLAN & PROFILE
 for
LITTLE FARM ROAD BOX CULVERT PROJECT

Revisions:
 Description:
 REVISION PLANS PER COUNTY COMMENTS: 07/26/13, 08/05/13

MICHAEL J. GIARDULLO
 LICENSE No. 70676
 STATE OF FLORIDA
 PROFESSIONAL ENGINEER

Sheet No. 5 of 7



Design:	MUG
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Checked:	MUG
Date Issued:	09/28/2013

Approved By:	MUG
Scale:	AS NOTED
Job No.:	13099.004
Date Issued:	09/28/2013

WECO
 WECO ENGINEERING CORPORATION
 201 W. MARION AVE., SUITE 1306
 PUNTA GORDA, FLORIDA 33950
 941.505.1700

BEST MANAGEMENT & DEWATERING PLAN
 for
LITTLE FARM ROAD BOX CULVERT PROJECT

PLAT OF
"OASIS SUBDIVISION"
BMP PLAN

LEGEND

	EXISTING DITCH
	RIGHT-OF-WAY LINE
	DENOTES SILT FENCE
	DENOTES TURBIDITY BARRIER
	DENOTES PROPOSED TEMPORARY DAM
	BEST MANAGEMENT PRACTICE DETAIL NUMBER AND REFERENCE

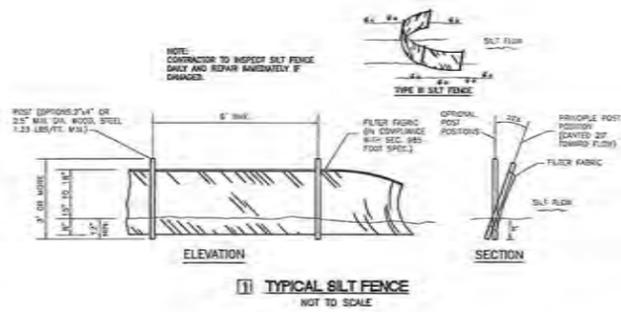
EROSION CONTROL MAINTENANCE SCHEDULE

THE CONTRACTOR SHALL INSTALL SILT FENCE, STAKED SYNTHETIC BALES, AND OTHER EROSION CONTROL DEVICES AS SHOWN ON THE DRAWINGS PRIOR TO BEGINNING CONSTRUCTION. THESE INSTALLATIONS AS SHOWN ON THE DRAWINGS SHALL BE CONSIDERED THE MINIMUM EROSION/SILTATION PROTECTION REQUIRED FOR THE SITE. IN ADDITION THE ENGINEER, OWNER, OR OWNER'S REPRESENTATIVE MAY DEEM IT NECESSARY TO INSTALL PROTECTIVE FACILITIES ELSEWHERE ON THE SITE.

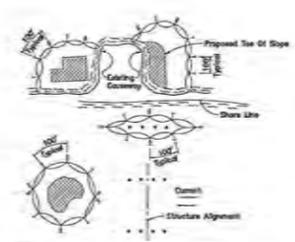
THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE EROSION PROTECTION FACILITIES THROUGH COMPLETION OF CONSTRUCTION. THE CONTRACTOR SHALL PERFORM DAILY INSPECTIONS OF THE FACILITIES TO ENSURE THAT THE EROSION PROTECTION FACILITIES ARE MAINTAINING THEIR PROTECTION FUNCTIONS AND INTEGRITY.

IN ADDITION TO THE INSTALLATION OF EROSION PROTECTION FACILITIES, THE ENGINEER, OWNER, OR OWNER'S REPRESENTATIVE MAY DEEM IT NECESSARY, UPON INSPECTION OF THE SITE, THAT TURBIDITY MONITORING BE PERFORMED BY THE CONTRACTOR. THE MONITORING SHALL BE PERFORMED DAILY IF BACKGROUND TURBIDITY LEVELS REACH 25-29 NTU'S. FOR BACKGROUND TURBIDITY LEVELS LESS THAN 25 NTU'S, TURBIDITY MONITORING SHALL BE PERFORMED WEEKLY. IF BACKGROUND TURBIDITY LEVELS ARE GREATER THAN 29 NTU'S, ALL CONSTRUCTION ACTIVITIES SHALL STOP AND THE CONTRACTOR SHALL PROVIDE ADDITIONAL EROSION PROTECTION NECESSARY TO RETURN LEVELS TO 29 NTU'S OR LESS. CONSTRUCTION ACTIVITIES SHALL BEGIN AGAIN ONLY UPON APPROVAL BY THE ENGINEER, OWNER, OR OWNER'S REPRESENTATIVE.

ALL EROSION PROTECTION FACILITIES SHALL BE REMOVED AFTER CONSTRUCTION COMPLETION, AND WHEN A VEGETATIVE COVER HAS BEEN WELL ESTABLISHED OVER THE CONSTRUCTED AREAS. FOR THE PLANS: THE CONTRACTOR SHALL REMOVE PROTECTION FACILITIES ONLY UPON APPROVAL BY THE ENGINEER, OWNER, OR OWNER'S REPRESENTATIVE.



1 TYPICAL SILT FENCE
 NOT TO SCALE



2 TURBIDITY BARRIERS
 NOT TO SCALE

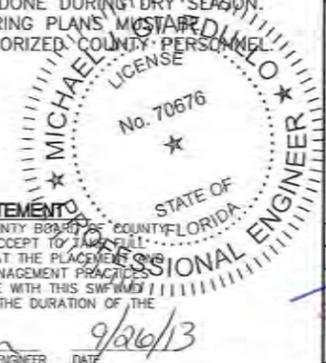
NOTES:

1. ACTUAL PUMP AND DRAIN PIPE LOCATION TO BE FIELD LOCATED AND ADJUSTED AS NECESSARY BY CONTRACTOR.
2. WORK SHOULD BE DONE DURING DRY SEASON.
3. ALTERNATE DEWATERING PLANS MUST BE APPROVED BY AUTHORIZED COUNTY PERSONNEL.

PROJECT OWNERS STATEMENT

ON BEHALF OF CHARLOTTE COUNTY BOARD OF COUNTY COMMISSIONERS, I AGREE AND ACCEPT TO THE FULL RESPONSIBILITY TO ENSURE THAT THE PLACEMENT AND MAINTENANCE OF ALL BEST MANAGEMENT PRACTICES MEASURES ARE IN ACCORDANCE WITH THIS SWFMP APPROVED PLAN THROUGHOUT THE DURATION OF THE CONSTRUCTION ACTIVITIES.

Joanne Vernon 9/26/13
 JOANNE VERNON, PE, ASSISTANT COUNTY ENGINEER DATE



Revisions	Description

STAFF REPORT DISTRIBUTION LIST

LITTLE FARM ROAD BOX CULVERT PROJECT

Application No: 130927-18

Permit No: 08-00151-P

INTERNAL DISTRIBUTION

- X Carmen Quan, P.E.
- X Jewelene S. Harris
- X Laura Layman
- X Daniel F. Waters, P.E.
- X ERC Engineering
- X ERC Environmental
- X Fort Myers Backup File

EXTERNAL DISTRIBUTION

- X Permittee - Charlotte County Board Of County Commissioners
- X Engr Consultant - The Weiler Engineering Corp

GOVERNMENT AGENCIES

- X Div of Recreation and Park - District 4 - FDEP
- X FDEP Lucy Blair

OTHER INTERESTED PARTIES

- X Audubon of Florida - Charles Lee
- X Div of Recreation and Park - District 8

STAFF REPORT DISTRIBUTION LIST

ADDRESSES

Charlotte County Board Of County Commissioners
18500 Murdock Cir
Port Charlotte FL 33948
assistant@charlottefl.org

The Weiler Engineering Corp
201 W Marion Ave Ste 1306
Punta Gorda FL 33950
mgiardullo@weilerengineering.org

Div of Recreation and Park - District 4 - FDEP
1843 South Tamiami Trail
Osprey FL 34229
chris.becker@dep.state.fl.us

FDEP Lucy Blair
2295 Victoria Avenue
Fort Myers FL 33901
lucy.blair@dep.state.fl.us

Audubon of Florida - Charles Lee
1101 Audubon Way
Maitland FL 32751
chlee2@earthlink.net

Div of Recreation and Park - District 8
1843 S Tamiami Trail
Osprey FL 34229

Mario

From: Sabin, Krista D SAJ [Krista.D.Sabin@usace.army.mil]
Sent: Wednesday, October 02, 2013 12:58 PM
To: mledesma@weilerengineering.org
Subject: SFWMD applicaiton #130927-18, Charlotte County BoCC (UNCLASSIFIED)

Classification: UNCLASSIFIED
Caveats: NONE

Good afternoon,

I have received a copy of the SFWMD application referenced above. Based on your application, no work is occurring in wetlands (waters of the United States) either from the project or construction activities. However, you checked the box on the application for a Nationwide Permit from the Corps. The project as proposed will not require a Department of the Army permit in accordance with Section 10 of the Rivers and Harbors Act of 1899 as it is not located within the navigable waters of the United States. Furthermore, a permit will not be required in accordance with Section 404 of the Clean Water Act as it will not involve the discharge of dredged or fill material into waters of the United States. Provided the work is done in accordance with the enclosed drawings, Department of the Army authorization will not be required. If your plans are revised, please let me know.

Thank you,
Krista Sabin

Project Manager
U.S. Army Corps of Engineers
Fort Myers Regulatory Office
1520 Royal Palm Square Boulevard, Suite 310 Fort Myers, Florida 33919 Phone (239)334-1975 extension 31
Email: Krista.D.Sabin@usace.army.mil

Please note my schedule is Monday through Thursday 9:00 to 5:30. I telework on Fridays from 7:30 to 4:00.

Let us know how we're doing: Customer Survey <http://per2.nwp.usace.army.mil/survey.html>

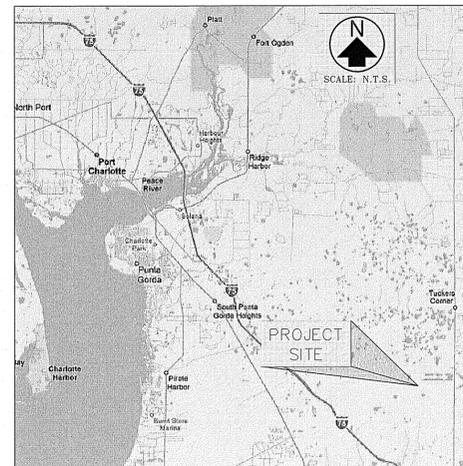
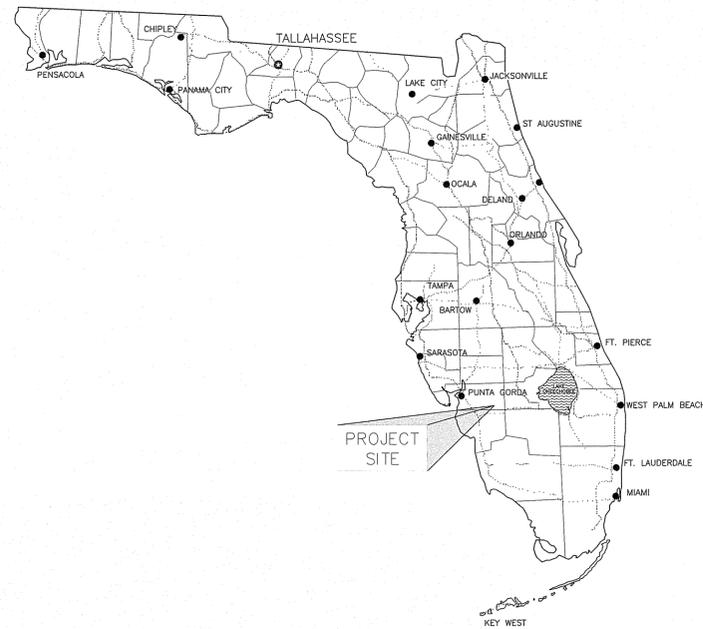
Classification: UNCLASSIFIED
Caveats: NONE

CONSTRUCTION PLANS

FOR

LITTLE FARM ROAD BOX CULVERT PROJECT

SECTION 27, TOWNSHIP 42 S, RANGE 25 E
CHARLOTTE COUNTY, FLORIDA



LOCATION MAP

OWNER

CHARLOTTE COUNTY BOCC
18500 MURDOCK CIRCLE
PORT CHARLOTTE, FL 33948

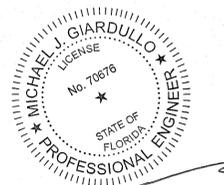
PREPARED BY

THE WEILER ENGINEERING CORPORATION
201 W. MARION AVE, SUITE 1306
PUNTA GORDA, FLORIDA 33950
(941) 505-1700

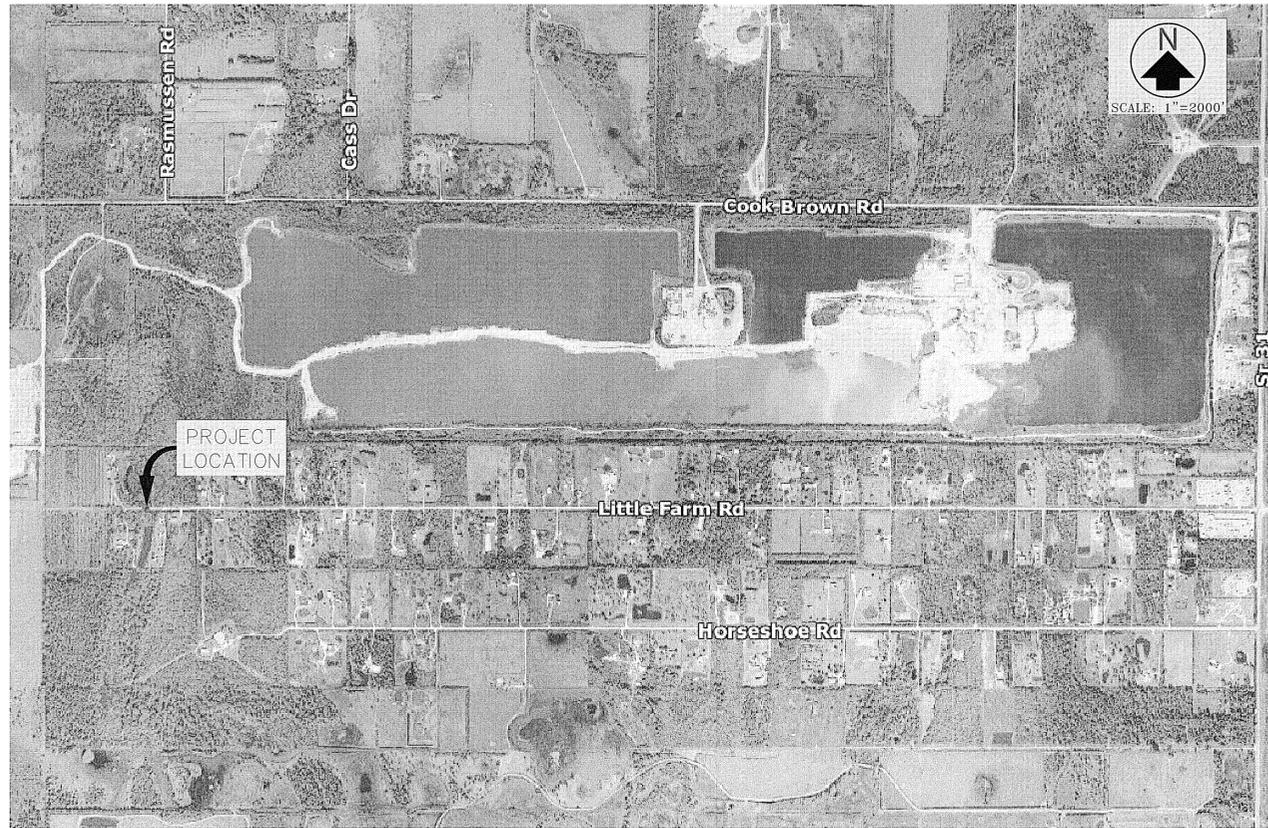


INDEX OF DRAWINGS

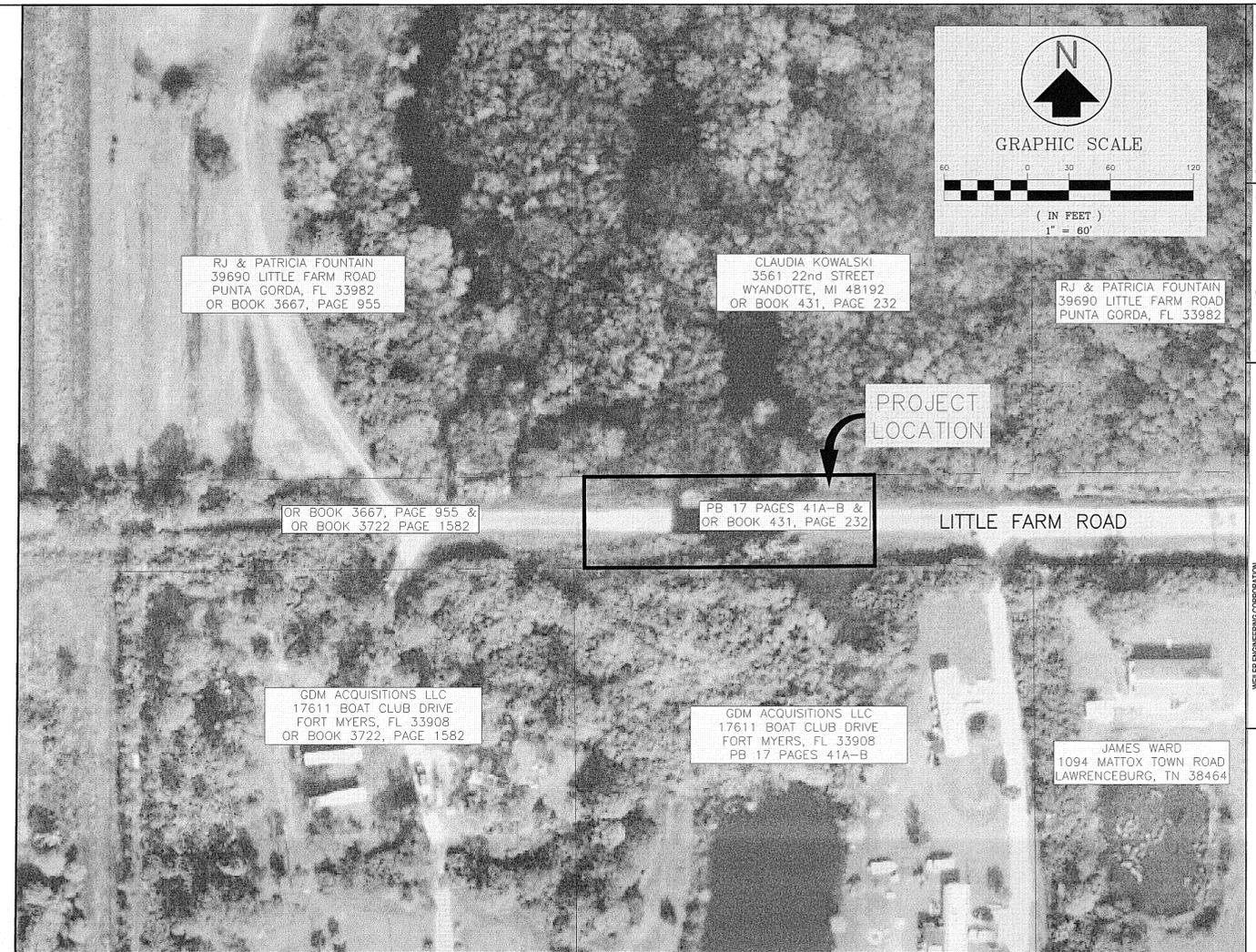
- 1 COVER SHEET
- 2 AERIAL & IMPACT AREA
- 3 EXISTING CONDITIONS & DEMOLITION PLAN
- 4 SITE PLAN
- 5 PAVING & GRADING PLAN & PROFILE
- 6 CROSS SECTIONS
- 7 DETAILS & NOTES
- 8 BEST MANAGEMENT & DEWATERING PLAN
- 9 MAINTENANCE OF TRAFFIC PLAN



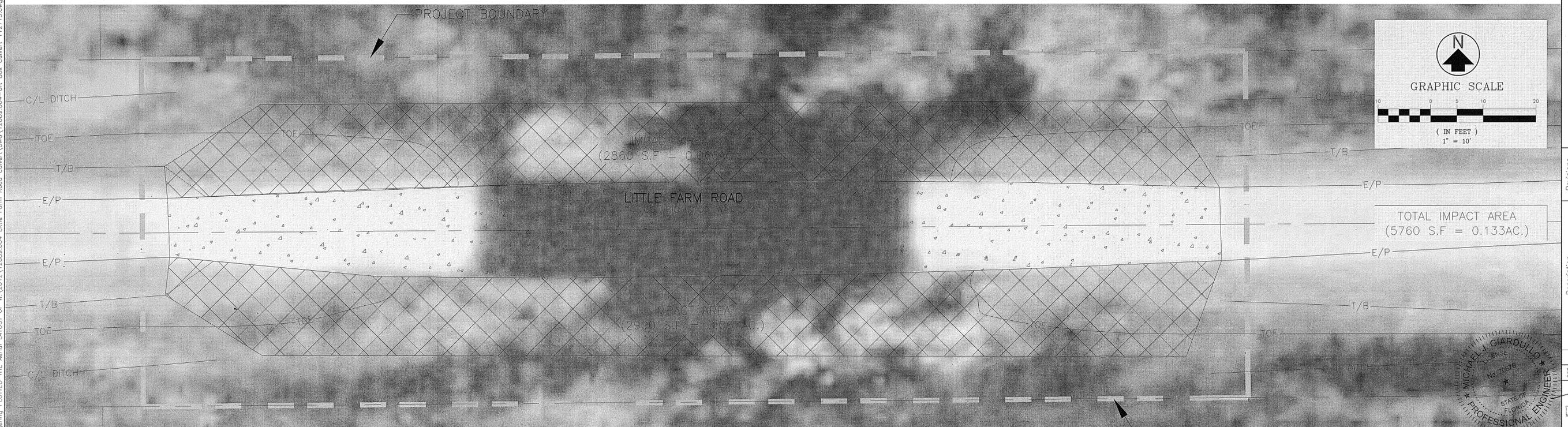
DEC 06 2013
Michael J. Giardullo
Professional Engineer
State of Florida
Registration No. 70676



LOCATION MAP

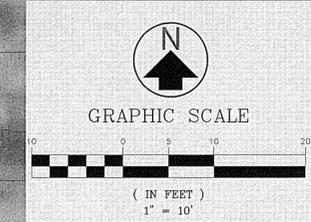


AERIAL



IMPACT AREA

USER: mgspring PLOTTED THE Aerial LAYOUT OF WA, 2012\12089.004 Little Farm Road Culvert\DWG\12089.004-61 Box Culvert_112713.dwg, ON Dec. 06, 2013 @ 2:16pm



Approved By:	M/G	Design:	M/G
Scale:	AS NOTED	Drawn:	M/G
Job No:	12089.004	Checked:	JG
Date Issued:	09/09/2013		

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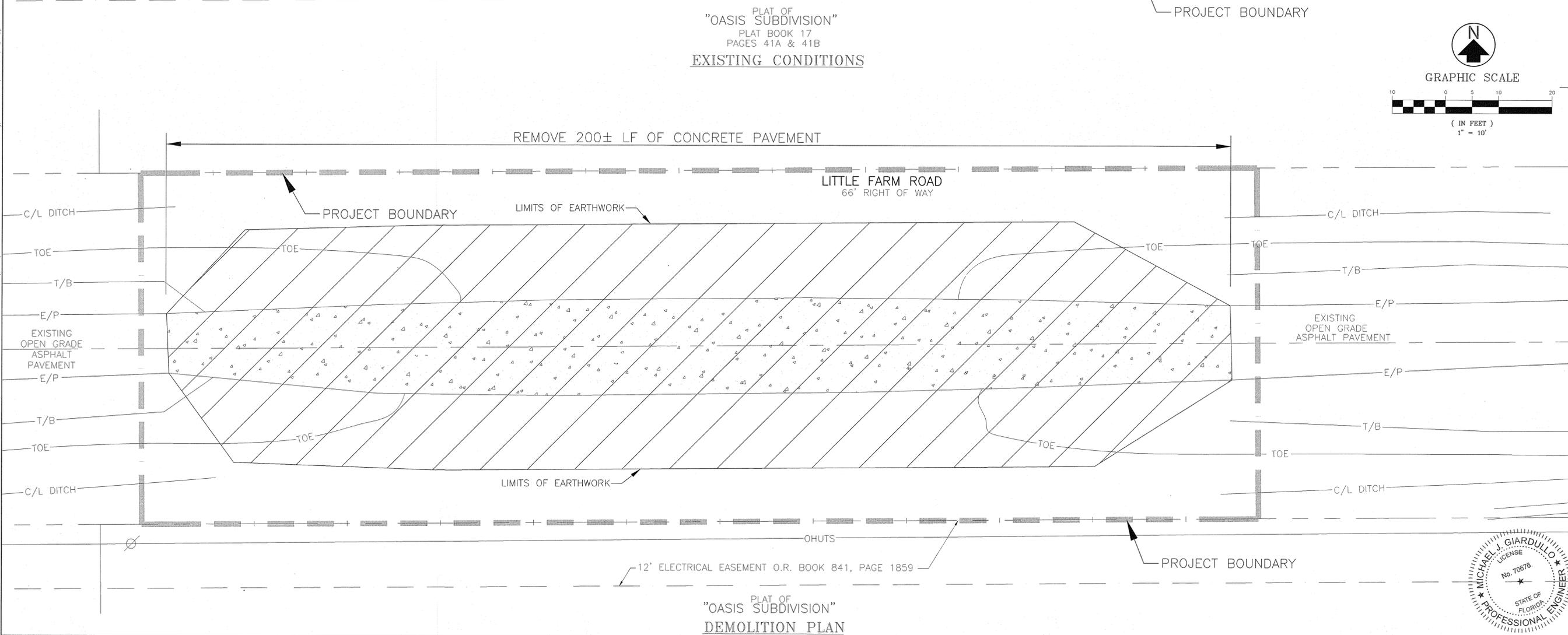
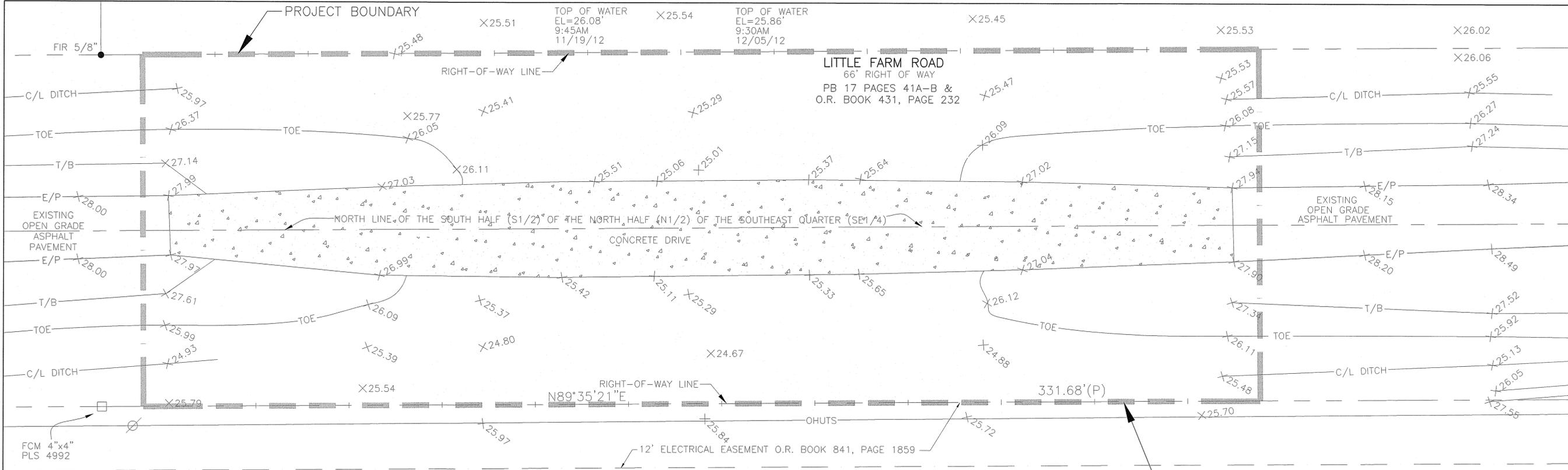
AERIAL & IMPACT AREA		for	LITTLE FARM ROAD BOX CULVERT PROJECT
EB #6558			

Revisions	Description
1	REVISED PLANS PER COUNTY COMMENTS 9/25/13 M/G
2	REVISED PLANS PER COUNTY COMMENTS 10/30/13 M/G
3	REVISED PER ENGINEERS COMMENTS 11/15/13 M/G
4	REVISED PER COUNTY COMMENTS 11/27/13 M/G

Michael J. Giardullo
 Professional Engineer
 State of Florida
 Registration No. 70676

DEC 06 2013
 Sheet No. **2** of **9**

USER: ingenerg PLOTTED THE EC Demo Site Plan LAYOUT OF W:\2012\12089.004 Little Farm Road Culvert\DWG\12089.004-6ft Box Culvert 112713.dwg, DN Dec 06, 2013 @ 2:18pm



Design:	MDG
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Job No:	12089.004
Date issued:	09/09/2013

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 EB #46656

EXISTING CONDITIONS & DEMOLITION PLAN
 for
LITTLE FARM ROAD BOX CULVERT PROJECT

Revisions	Description	Date
1	REVISED PLANS PER COUNTY COMMENTS	9/27/13 MDG
2	REVISED PLANS PER ENGINEERS COMMENTS	11/15/13 MDG
3	REVISED PLANS PER COUNTY COMMENTS	11/27/13 MDG
4	REVISED PLANS PER COUNTY COMMENTS	11/27/13 MDG

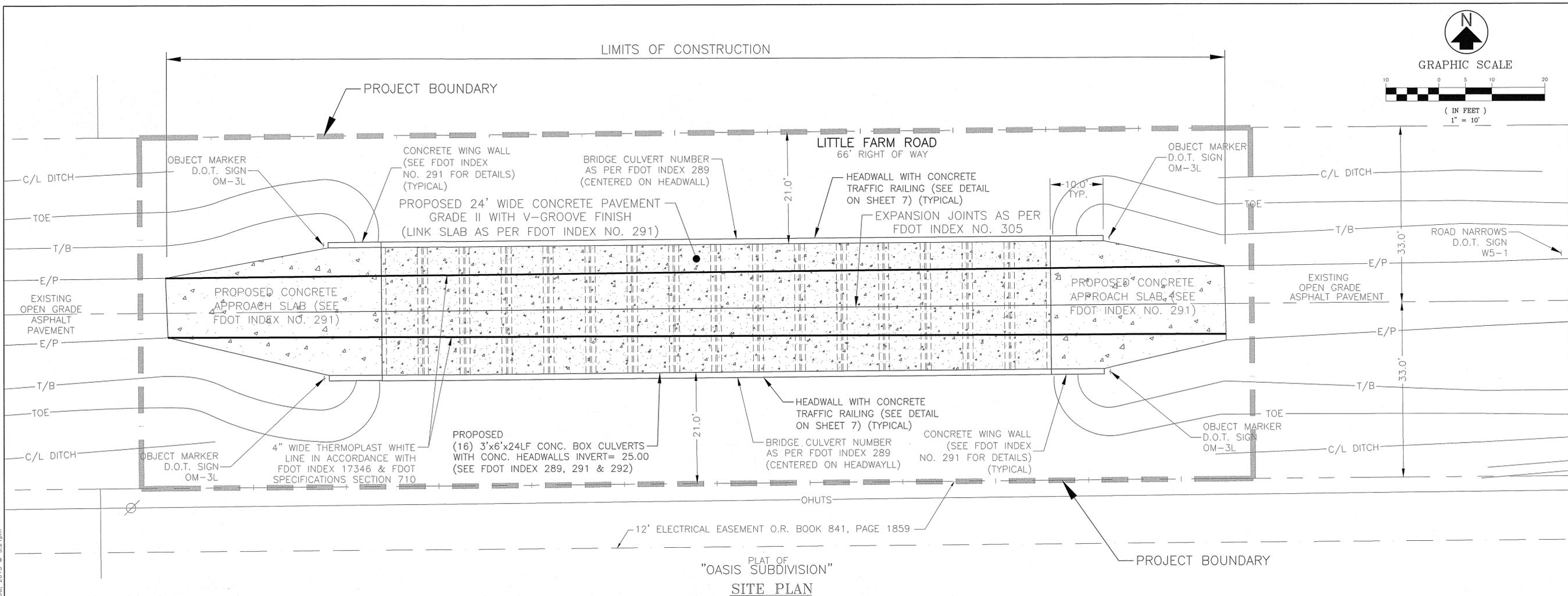
THIS SHEET IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF A FLORIDA LICENSED ENGINEER.

MICHAEL J. GIARDULLO
 LICENSE
 No. 70676
 STATE OF FLORIDA
 PROFESSIONAL ENGINEER

DEC 06 2013
 Michael J. Giardullo
 Professional Engineer
 State of Florida
 Registration No. 70676

Sheet No. 3 of 9

USER: mgearing PLOTTED THE Site Plan LAYOUT OF W:\2012\12089.004 Little Farm Road Culvert\DWG\12089.004-611 Box Culvert 112713.dwg, DN Dec 06, 2013 @ 3:21pm



PLAT OF "OASIS SUBDIVISION" SITE PLAN

GENERAL NOTES :

- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF CHARLOTTE COUNTY.
- THERE SHALL BE NO CHANGE OR DEVIATION OF THESE PLANS OR SPECIFICATIONS UNLESS PRIOR WRITTEN APPROVAL FROM THE ENGINEER IS OBTAINED.
- THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF AND WHEN A POSSIBLE ERROR IS FOUND IN THE PLANS OR STAKED ALIGNMENT AND/OR GRADES. THE ENGINEER MAY ACCEPT, REVISE TO ACCOMMODATE CONDITIONS, OR REJECT THE FACILITY BEING CONSTRUCTED. IT IS IMPERATIVE THAT THE CONTRACTOR NOTIFY THE ENGINEER OF THESE SITUATIONS AS SOON AS POSSIBLE.
- THE CONTRACTOR SHALL CONTACT ALL UTILITY COMPANIES PRIOR TO THE BEGINNING OF ANY ON-SITE OR OFF-SITE CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE TO IDENTIFY AND REPORT THE EXACT LOCATION OF ALL EXISTING UTILITIES WITHIN THE CONSTRUCTION LIMITS, WHETHER THEY ARE IDENTIFIED ON THE DRAWINGS OR NOT.
- CONTRACTOR SHALL INCLUDE IN HIS BID PRICE THE COST OF EROSION CONTROL. EROSION CONTROL SHALL BE IN ACCORDANCE WITH THE BEST MANAGEMENT PLAN (BMP) AT A MINIMUM.
- THE CONTRACTOR SHALL USE EXTREME CARE NOT TO DAMAGE THE ROOT SYSTEMS OF TREES AND OTHER LANDSCAPE FEATURES WHICH ARE TO BE SAVED AND/OR SALVAGED FOR RESTORATION PURPOSES. NO EQUIPMENT, SUPPLIES OR VEHICLES SHALL BE STORED OR PARKED WITHIN THE DRIP LINE OF TREES TO REMAIN AND BE PRESERVED.
- GRADE SITE AS INDICATED. ALL STORMWATER RUN-OFF SHALL BE DIRECTED TO THE PROPER AREA. STORMWATER SHALL NOT COLLECT ON ROAD SURFACE.

- THE CONTRACTOR SHALL SOD ALL AREAS DISTURBED DURING CONSTRUCTION. SODDING INCLUDES MAINTAINING SLOPES AND SOD UNTIL, IN THE OPINION OF THE ENGINEER, GROWTH IS FIRMLY ESTABLISHED.
- AS PART OF CLEARING AND GRUBBING, ALL DEBRIS IS TO BE REMOVED FROM THE PROJECT SITE AND SALVAGED BY THE CONTRACTOR OR TRANSPORTED TO LEGAL DISPOSAL AREAS.
- CONTRACTOR MUST COMPLY WITH CHARLOTTE COUNTY MAINTENANCE OF TRAFFIC (MOT) POLICY, AND BE PRE-APPROVED PRIOR TO ANY WORK BEING PERFORMED WITHIN THE COUNTY RIGHT-OF-WAY.
- IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO CONTACT CHARLOTTE COUNTY COMMUNITY DEVELOPMENT AND OBTAIN ALL REQUIRED RIGHT-OF-WAY USE PERMITS, PRIOR TO COMMENCING ANY WORK WITHIN THE RIGHT-OF-WAY.
- ALL SLOPES TO BE 4:1 MAXIMUM.
- ALL SIGNS ARE TO BE IN ACCORDANCE WITH THE MUTCD, LATEST EDITION, FDOT INDEX 410, LATEST EDITION, AND FDOT SPECIFICATIONS SECTION 700 AND 993, LATEST EDITION.

MAINTENANCE REQUIREMENTS :

- REMOVE ANY TRASH OR DEBRIS FROM SWALES, INLET STRUCTURES, AND PIPES.
- INSPECT ANY AREAS SUBJECT TO EROSION AND SOD AS NECESSARY.
- ADHERE TO ALL SPECIAL MAINTENANCE INSTRUCTION AS PROVIDED BY THE VARIOUS MATERIAL SUPPLIERS/MANUFACTURERS, AND MADE AVAILABLE VIA THE GENERAL CONTRACTOR UPON PROJECT COMPLETION.
- COMPLY WITH ALL MAINTENANCE, INSPECTION AND REPORTING REQUIREMENTS AS SPECIFIED IN ANY REGULATORY AGENCY PERMITS (i.e. SFWMD ERP).

ESTIMATED QUANTITIES

ITEM NUMBER	ITEM DESCRIPTION	UNIT	QUANTITY TOTAL
TS-01	SURVEY, STAKEOUT & RECORD DRAWINGS	LS	1
TS-02	MOBILIZATION / DEMOBILIZATION	LS	1
TS-03	MAINTENANCE OF TRAFFIC (MOT)	LS	1
TS-04	TEMPORARY EROSION / TURBIDITY CONTROL (BMP'S)	LS	1
TS-05	CLEARING, GRUBBING & DEMOLITION	LS	1
TS-06	DEWATERING/DIVERSION SYSTEM	LS	1
TS-08	FDOT #57 STONE (INCLUDES TEMPORARY ROAD)	CY	300
TS-08	CLEAN FILL DIRT	CY	175
TS-09	EXCAVATION AND EMBANKMENT FOR STRUCTURES	LS	1
TS-10	12" STABILIZED SUBGRADE - TYPE "B"	SY	175
TS-11	PREFABRICATED CONCRETE BOX CULVERT 6'x3'x24' LONG	EA	16
TS-12	CONCRETE HEAD WALL & RAILING W/FOOTING	LF	253
TS-13	CONCRETE WING WALL & RAILING W/FOOTING	LF	40
TS-14	CLASS I CONCRETE APPROACH SLAB (12" THICK) WITH V-GROOVE FINISH	SY	165
TS-15	CLASS II CONCRETE LINK SLAB WITH V-GROOVE FINISH	SY	340
TS-16	FLOWABLE FILL	CY	20
TS-17	SOD	SY	230
TS-18	PAINTED STRIPES AND MARKINGS	LF	400
TS-19	HIGHWAY SIGNING	EA	5

Design:	MJC
Drawn:	MJC
Checked:	JG
Scale:	AS NOTED
Job No.:	12089.004
Date Issued:	09/09/2013

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 FB #6656

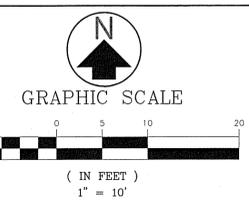
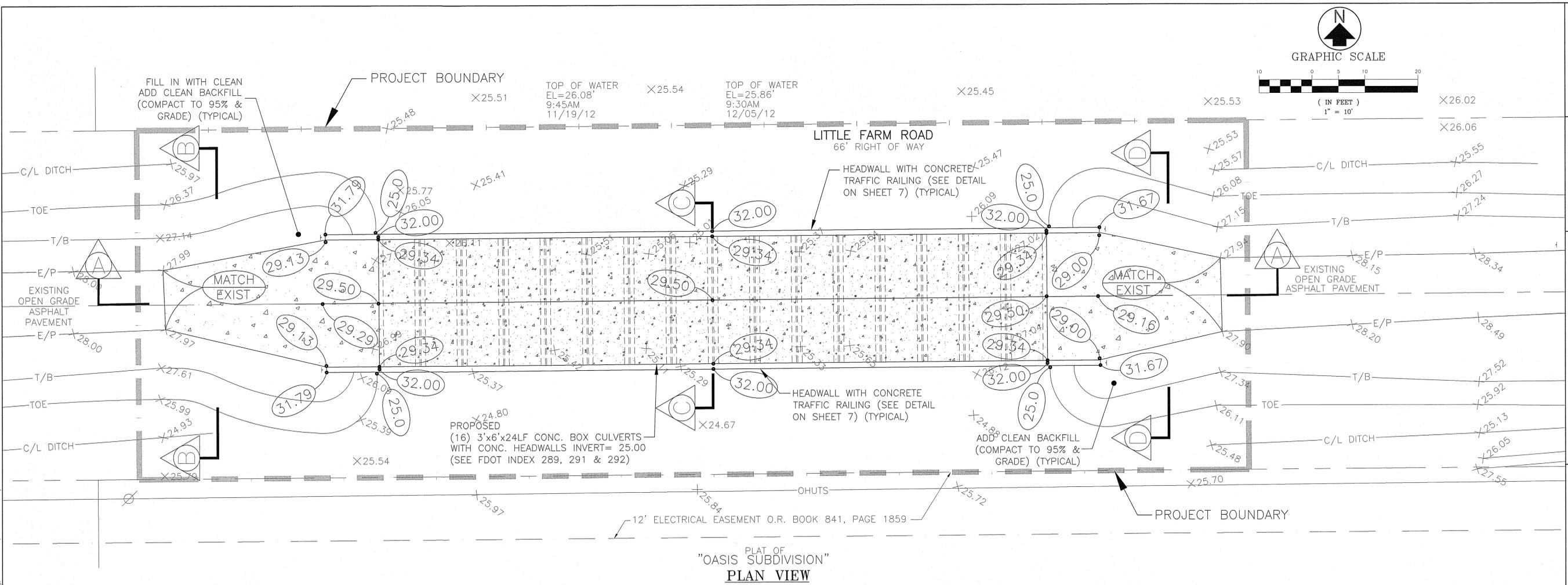
SITE PLAN for LITTLE FARM ROAD BOX CULVERT PROJECT

Description	Revisions
REVISED PLANS PER COUNTY COMMENTS	5/25/13 MJC
REVISED PLANS PER COUNTY COMMENTS	10/29/13 MJC
REVISED PLANS PER COUNTY COMMENTS	11/27/13 MJC



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 Michael J. Giardullo
 Professional Engineer
 State of Florida
 Registration No. 70676

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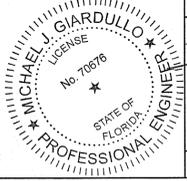
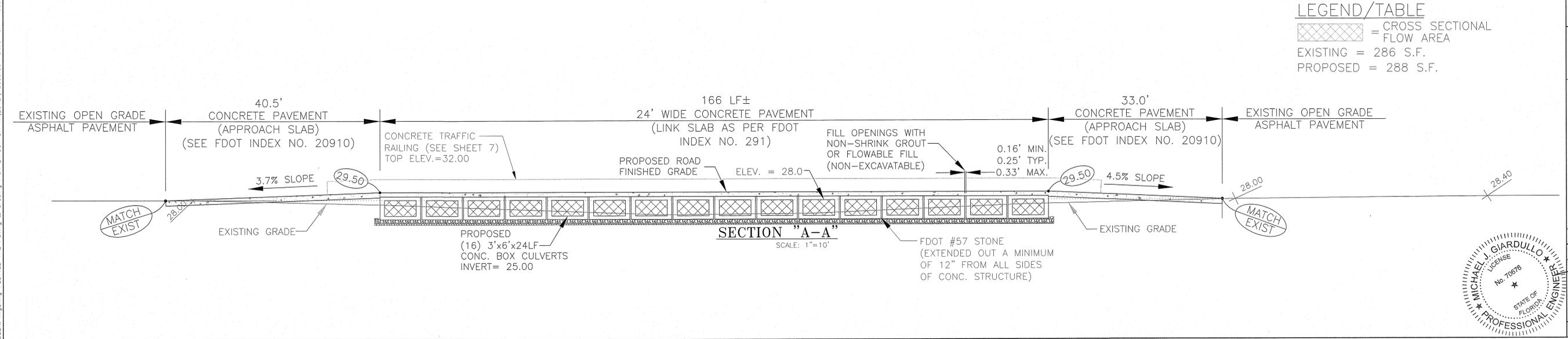
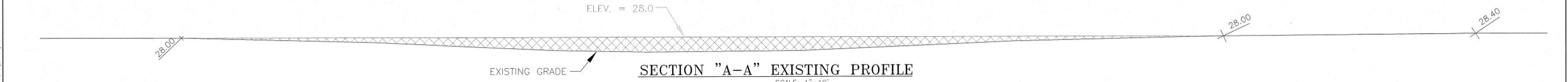
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Approved By:	MDC
Scale:	AS NOTED
Job No.:	12089.004
Date Issued:	09/09/2013

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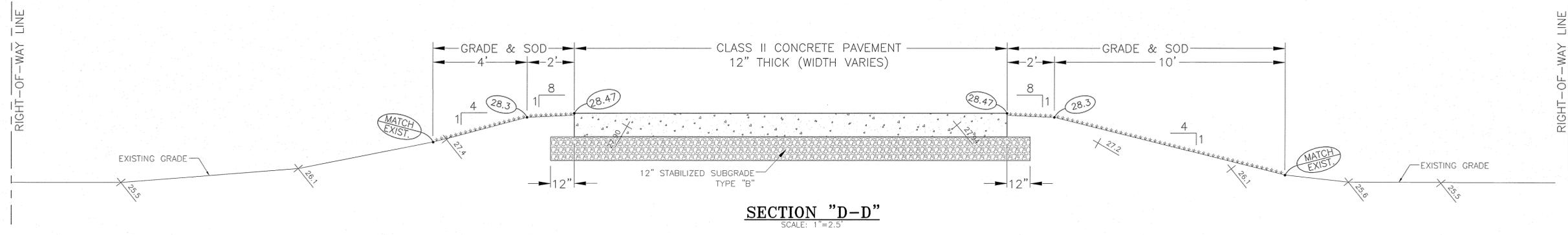
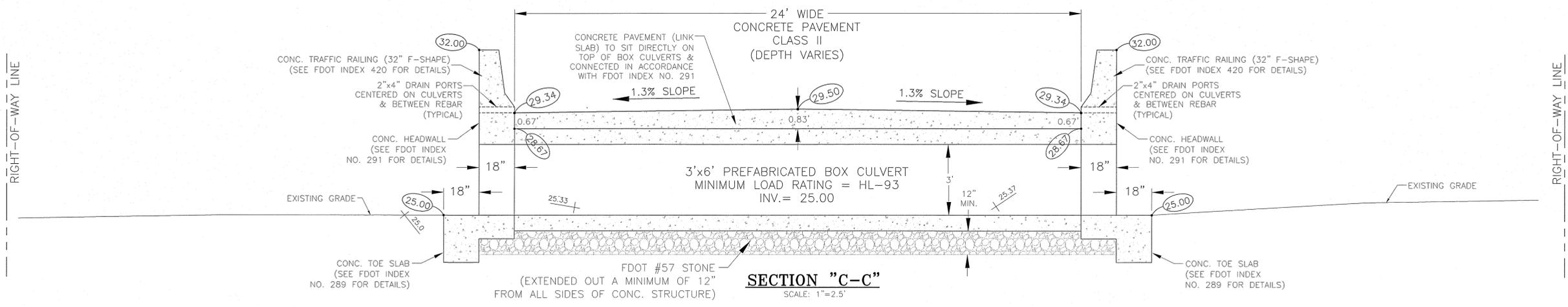
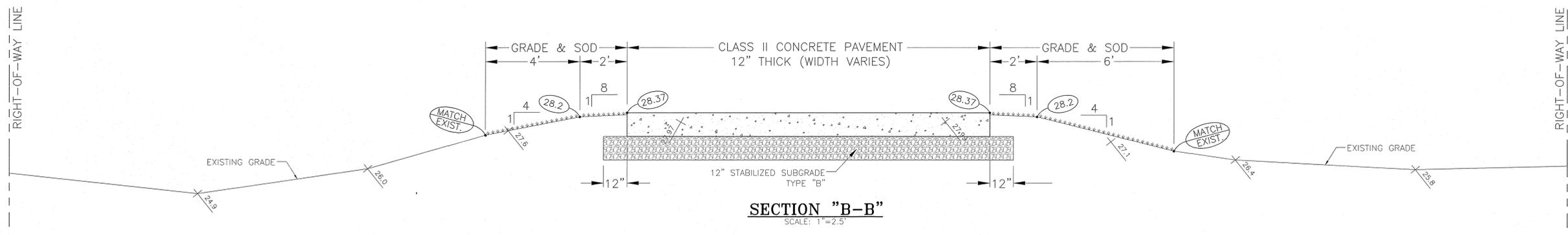
PAVING & GRADING PLAN & PROFILE
 for
LITTLE FARM ROAD BOX CULVERT PROJECT

Revisions	Description	DATE	BY	CHK
1	REVISED PLANS PER COUNTY COMMENTS	07/26/13	MDC	
2	REVISED PLANS PER COUNTY COMMENTS	11/15/13	MDC	
3	REVISED PER ENGINEERS COMMENTS	11/15/13	MDC	
4	REVISED PER COUNTY COMMENTS	11/22/13	MDC	

This sheet is not valid without the signature and official seal of a Florida Licensed Engineer.
DEC 06 2013
 Michael J. Giardullo
 Professional Engineer
 State of Florida
 Registration No. 70676
 Sheet No. 5 of 9



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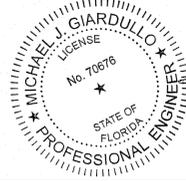


Approved By:	MJG	Design:	MDG
Scale:	AS NOTED	Drawn:	MDG
Job No:	12089.004	Checked:	JG
Date Issued:	09/09/2013		

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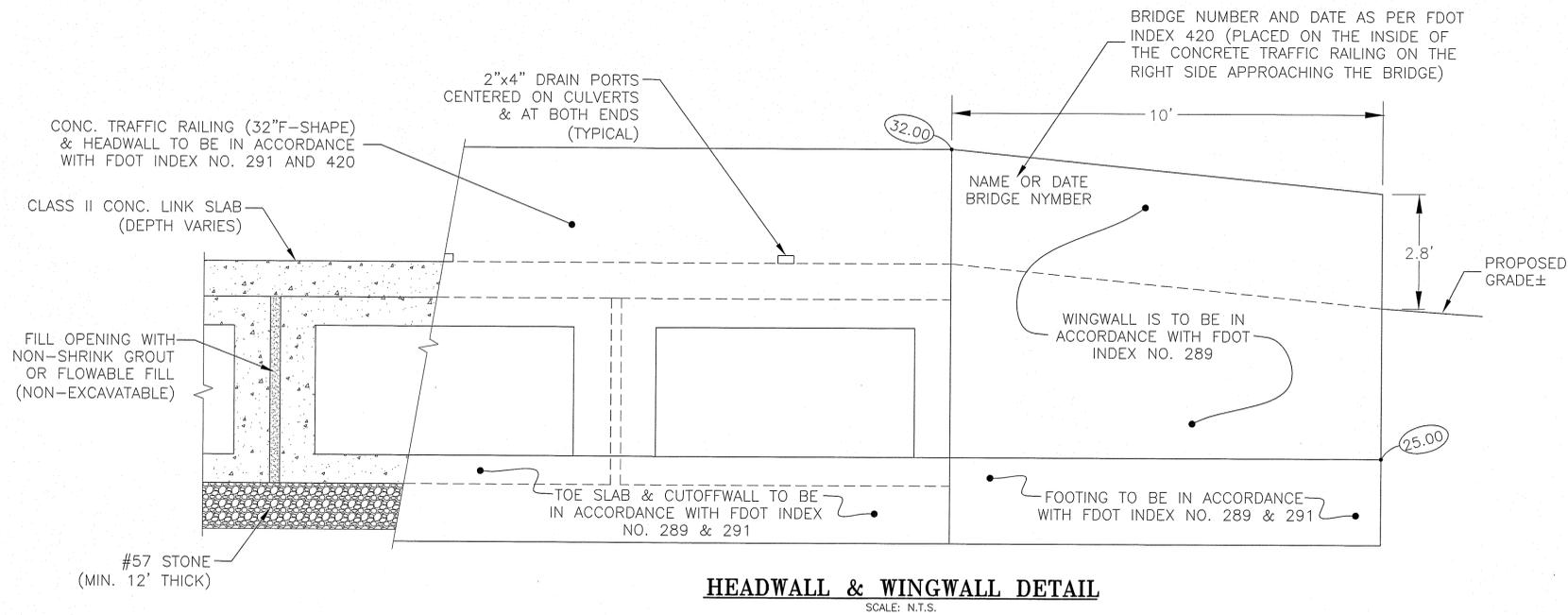
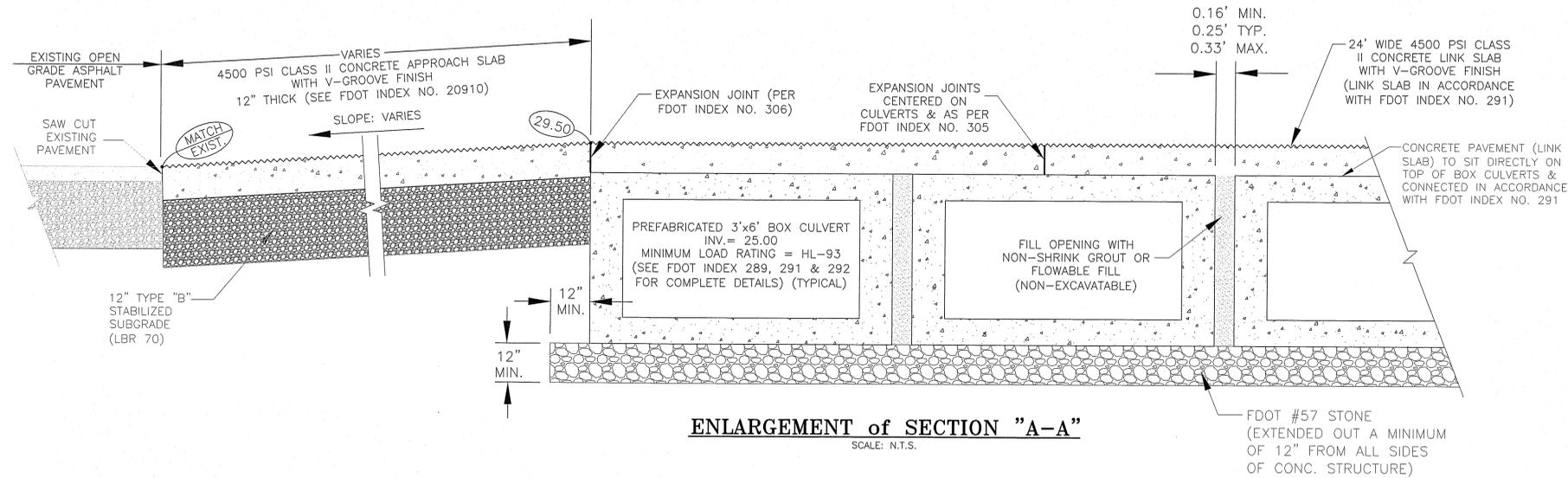
CROSS SECTIONS for LITTLE FARM ROAD BOX CULVERT PROJECT

Revisions	Description
1	REVISED PLANS PER COUNTY COMMENTS 9/26/13 MDG
2	REVISED PLANS PER COUNTY COMMENTS 10/29/13 MDG
3	REVISED PLANS PER COUNTY COMMENTS 11/15/13 MDG
4	REVISED PLANS PER COUNTY COMMENTS 11/27/13 MDG



Michael J. Giardullo
 Professional Engineer
 State of Florida
 Registration No. 70676
 DEC 06 2013
 Sheet No. 6 of 9

USER: mgering PLOTTED THE DETAILS LAYOUT OF W:\2012\2089.004 Little Farm Road Culvert\DWG\2089.004-611_Box Culvert_112713.dwg, ON Dec 06, 2013 @ 3:15pm



- GOVERNING STANDARDS AND SPECIFICATIONS SHALL BE THE FLORIDA DEPARTMENT OF TRANSPORTATION, DESIGN STANDARDS DATED 2013, AND DIVISION II AND III OF STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION DATED 2013, AS AMENDED BY CONTRACT DOCUMENTS.
- GOVERNING DESIGN SPECIFICATION SHALL BE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, 6TH EDITION, AS MODIFIED BY FDOT STANDARDS CITED IN NOTE 5.
- GOVERNING DESIGN CRITERIA SHALL BE FDOT STRUCTURES MANUAL, JANUARY 2013.
- CONCRETE DEAD LOAD SHALL BE 150 PCF.
- THE CONTRACTOR SHALL DESIGN THE BOX CULVERT BRIDGE COMPONENTS IN ACCORDANCE WITH FDOT INDICES 289, 291 AND 292 AS SUPPLEMENTED BY THESE CONTRACT DRAWINGS AND SUPPLY ENGINEERED SHOP DRAWINGS WITH SUPPORTING CALCULATIONS FOR ALL COMPONENTS.
- THE BOX CULVERT BRIDGE COMPONENTS SHALL INCLUDE THE BOX CULVERTS, HEADWALLS, CUTOFF WALLS, LINK SLAB AND WINGWALLS.
- BOX CULVERT LOADING SHALL BE HL-93 AND THE EQUIVALENT EARTH COVER DEPTH OF THE LINK SLAB PER FDOT INDEX 292.
- BOX CULVERTS SHALL BE PRECAST CONCRETE OF TYPE A, SINGLE CELL, MONOLITHIC (FOUR SIDED), MULTIPLE BARRELS SECTIONS PER FDOT INDEX 291.
- BOX CULVERTS SHALL BE TYPE 2, DESIGN EARTH COVER 2' OR GREATER, PER FDOT INDEX 292.
- WALL THICKNESS OF THE BOX CULVERTS SHALL BE THICK WALL AT 10" PER FDOT INDEX 291.
- ENVIRONMENT SHALL BE CONSIDERED EXTREMELY AGGRESSIVE.
- CONCRETE SHALL BE CLASS IV (5500 PSI) PER FDOT INDEX 291.
- REINFORCING STEEL SHALL BE GRADE 60 PER FDOT INDEX 292.
- REINFORCING COVER SHALL BE 3" PER FDOT INDEX 291.
- WALL THICKNESS OF HEADWALL, BLHW, PER FDOT INDEX 289, SHALL BE 18" TO ACCOMMODATE THE TRAFFIC RAILING (32" F-SHAPE) PER FDOT INDEX 420.
- HEIGHT OF THE HEADWALL WITH THE INTEGRAL TOP SLAB AND TRAFFIC RAILING, HLHW, PER FDOT INDICES 289 AND 420, SHALL BE 42".
- HEIGHT OF THE CUTOFF WALL WITH THE INTEGRAL BOTTOM SLAB AND KEY, HLCW, PER FDOT INDEX 289, SHALL BE 24".
- THICKNESS OF THE LINK SLAB SHALL BE AS SHOWN ON THE DRAWINGS AND PER FDOT INDEX 291.
- DIMENSIONS OF THE WINGWALLS, RT & RH & RW & RD, PER FDOT INDEX 289, SHALL BE 1' & 3'-3" & 1' & 1', RESPECTIVELY.

Approved By:	MJC	MDC
Scale:	AS NOTED	MDC
Job No.:	12089.004	JG
Date Issued:	09/09/2013	

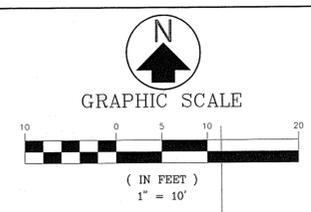
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PUNTA GORDA, FLORIDA 33950
941.505.1700
PB #6656

DETAILS & NOTES
for
LITTLE FARM ROAD BOX CULVERT PROJECT

Revisions	Description	Date	By
1	REVISED PLANS PER COUNTY COMMENTS	9/26/13	MJC
2	REVISED PLANS PER COUNTY COMMENTS	10/30/13	MJC
3	REVISED PER ENGINEER'S COMMENTS	11/15/13	MJC
4	REVISED PER COUNTY COMMENTS	11/27/13	MJC



DEC 06 2013
Michael J. Giardullo
Professional Engineer
State of Florida
Registration No. 70876
Sheet No. 7 of 9

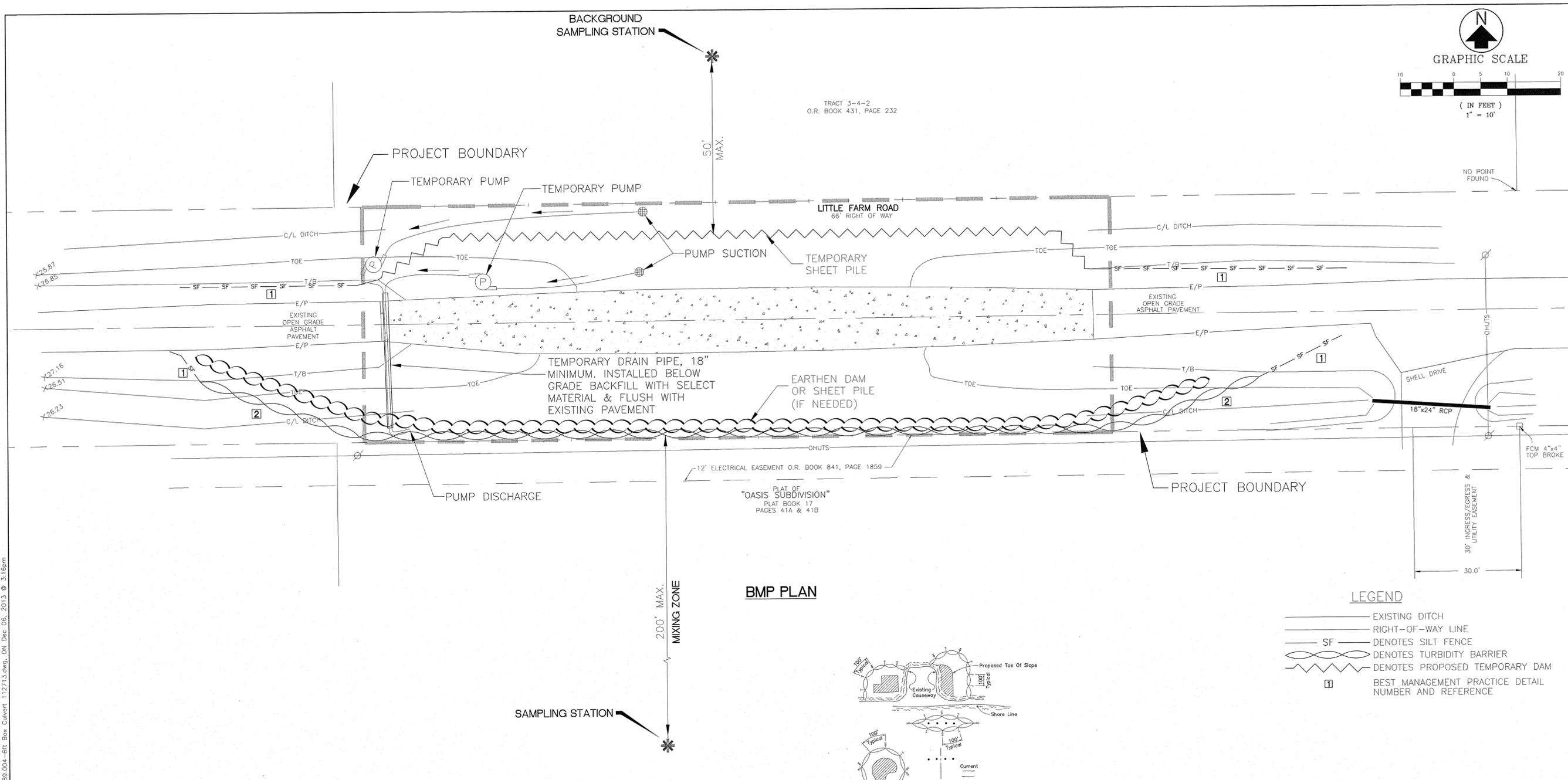


Approved By:	MUG	Design:	MUG
Scale:	AS NOTED	Drawn:	MUG
Job No.:	12089.004	Checked:	MUG
Date Issued:	09/09/2013		

WEC
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 EB #6656

Revisions	Description
1	REVISED PLANS PER COUNTY COMMENTS 9/26/13 MUG
2	REVISED PLANS PER COUNTY COMMENTS 10/30/13 MUG
3	REVISED PER ENGINEER'S COMMENTS 11/15/13 MUG
4	REVISED PER COUNTY COMMENTS 11/27/13 MUG

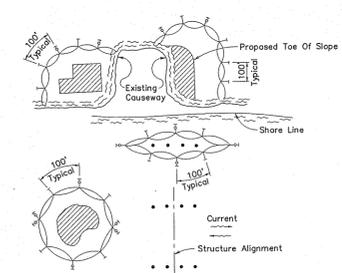
DEC 06 2013
 Michael J. Giardullo
 Professional Engineer
 State of Florida
 Registration No. 70676



BMP PLAN

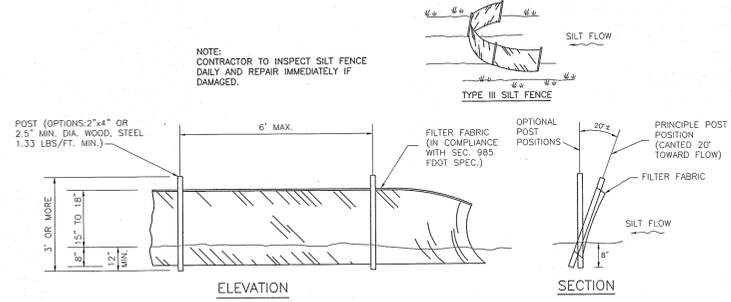
LEGEND

	EXISTING DITCH
	RIGHT-OF-WAY LINE
	SF DENOTES SILT FENCE
	DENOTES TURBIDITY BARRIER
	DENOTES PROPOSED TEMPORARY DAM
	1 BEST MANAGEMENT PRACTICE DETAIL NUMBER AND REFERENCE



2 TURBIDITY BARRIERS
 NOT TO SCALE

NOTES:
 1. TURBIDITY BARRIERS ARE TO BE USED IN ALL PERMANENT BODIES OF WATER REGARDLESS OF WATER DEPTH.
 2. NUMBER AND SPACING OF ANCHORS DEPENDENT ON CURRENT VELOCITIES.
 3. DEPLOYMENT OF BARRIER AROUND PILE LOCATIONS MAY VARY TO ACCOMMODATE CONSTRUCTION OPERATIONS.
 4. NAVIGATION MAY REQUIRE SEGMENTING BARRIER DURING CONSTRUCTION OPERATIONS.
 5. FOR ADDITIONAL INFORMATION SEE SECTION 104 OF THE STANDARD SPECIFICATIONS.



1 TYPICAL SILT FENCE
 NOT TO SCALE

- TURBIDITY MONITORING NOTES:**
- BACKGROUND TURBIDITY SAMPLE SHALL BE TAKEN PRIOR TO THE START OF WORK EACH DAY TO ESTABLISH BACKGROUND LEVEL.
 - MIXING ZONE TURBIDITY SAMPLES SHALL BE TAKEN 2 TIMES A DAY AND NO LESS THAN 4 HOURS APART WHILE CONSTRUCTION IS ON GOING.
 - IF TURBIDITY SAMPLE IS GREATER THAN 29 NTU ABOVE BACKGROUND LEVEL, ALL WORK IS TO STOP AND THE ENGINEER IS TO BE NOTIFIED.

EROSION CONTROL MAINTENANCE SCHEDULE

THE CONTRACTOR SHALL INSTALL SILT FENCE, STAKED SYNTHETIC BALES, AND OTHER EROSION CONTROL DEVICES AS SHOWN ON THE DRAWINGS PRIOR TO BEGINNING CONSTRUCTION. THESE INSTALLATIONS AS SHOWN ON THE DRAWINGS SHALL BE CONSIDERED THE MINIMUM EROSION/SILTATION PROTECTION REQUIRED FOR THE SITE. IN ADDITION THE ENGINEER, OWNER, OR OWNER'S REPRESENTATIVE MAY DEEM IT NECESSARY TO INSTALL PROTECTIVE FACILITIES ELSEWHERE ON THE SITE.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE EROSION PROTECTION FACILITIES THROUGH COMPLETION OF CONSTRUCTION. THE CONTRACTOR SHALL PERFORM DAILY INSPECTIONS OF THE FACILITIES TO ENSURE THAT THE EROSION PROTECTION FACILITIES ARE MAINTAINING THEIR PROTECTION FUNCTIONS AND INTEGRITY.

IN ADDITION TO THE INSTALLATION OF EROSION PROTECTION FACILITIES, THE ENGINEER, OWNER, OR OWNER'S REPRESENTATIVE MAY DEEM IT NECESSARY, UPON INSPECTION OF THE SITE, THAT TURBIDITY MONITORING BE PERFORMED BY THE CONTRACTOR. THE MONITORING SHALL BE PERFORMED DAILY IF BACKGROUND TURBIDITY LEVELS REACH 25-29 NTU'S. FOR BACKGROUND TURBIDITY LEVELS LESS THAN 25 NTU'S, TURBIDITY MONITORING SHALL BE PERFORMED WEEKLY. IF BACKGROUND TURBIDITY LEVELS ARE GREATER THAN 29 NTU'S, ALL CONSTRUCTION ACTIVITIES SHALL STOP AND THE CONTRACTOR SHALL PROVIDE ADDITIONAL EROSION PROTECTION NECESSARY TO RETURN LEVELS TO 29 NTU'S OR LESS. CONSTRUCTION ACTIVITIES SHALL BEGIN AGAIN ONLY UPON APPROVAL BY THE ENGINEER, OWNER, OR OWNER'S REPRESENTATIVE.

ALL EROSION PROTECTION FACILITIES SHALL BE REMOVED AFTER CONSTRUCTION COMPLETION, AND WHEN A VEGETATIVE COVER HAS BEEN WELL ESTABLISHED OVER THE CONSTRUCTED AREAS. PER THE PLANS: THE CONTRACTOR SHALL REMOVE PROTECTION FACILITIES ONLY UPON APPROVAL BY THE ENGINEER, OWNER, OR OWNER'S REPRESENTATIVE.

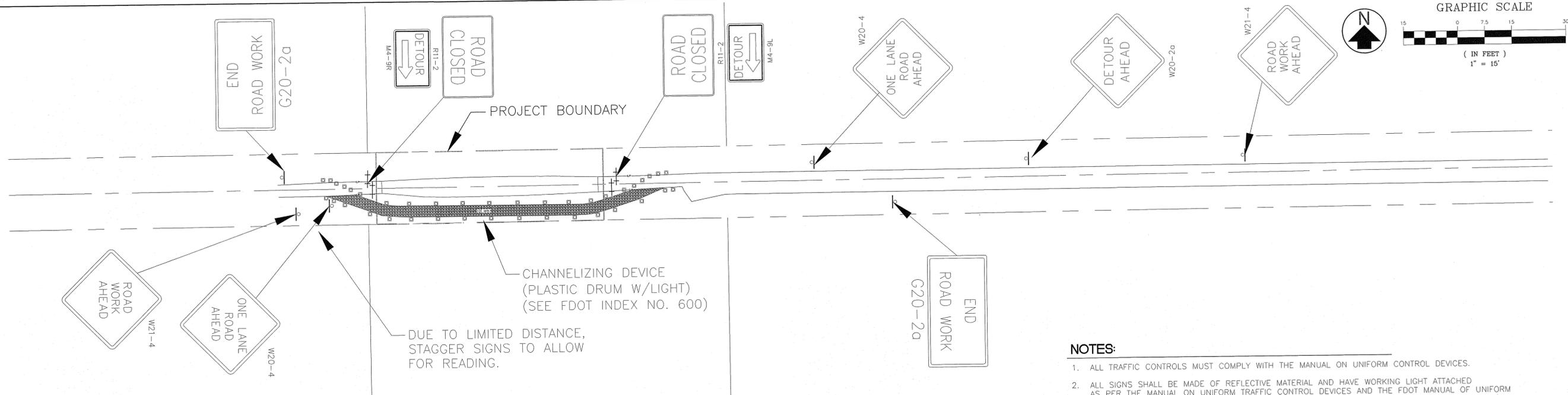
- NOTES:**
- ACTUAL PUMP AND DRAIN PIPE LOCATION TO BE FIELD LOCATED AND ADJUSTED AS NECESSARY BY CONTRACTOR.
 - WORK SHOULD BE DONE DURING DRY SEASON.
 - ALTERNATE DEWATERING PLANS MUST BE APPROVED BY AUTHORIZED COUNTY PERSONNEL.

PROJECT OWNERS STATEMENT
 ON BEHALF OF CHARLOTTE COUNTY BOARD OF COUNTY COMMISSIONERS, I AGREE AND ACCEPT TO TAKE FULL RESPONSIBILITY TO ENSURE THAT THE PLACEMENT AND MAINTENANCE OF ALL BEST MANAGEMENT PRACTICES MEASURES ARE IN ACCORDANCE WITH THIS SWFMD APPROVED PLAN THROUGHOUT THE DURATION OF THE CONSTRUCTION ACTIVITIES.

JOANNE VERNON, PE, ASSISTANT COUNTY ENGINEER DATE _____

USER: mgjring PLOTTED THE BMP LAYOUT OF W:\2012\12089.004 Little Farm Road Culvert\DWG\12089.004-611 Box Culvert 112713.dwg, ON Dec 05, 2013 @ 3:16pm

USER: mspingr PLOTTED THE MOT LAYOUT OF W:\2012\12089.004 Little Farm Road Culvert\DWG\12089.004-efi Box Culvert_112713.dwg, ON Dec 06, 2013 @ 3:18pm

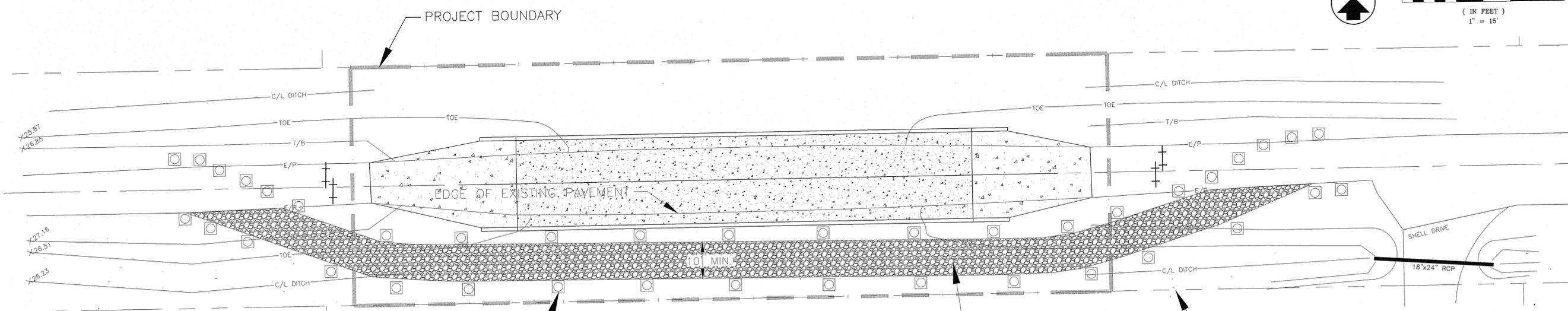


OVERALL MAINTENANCE OF TRAFFIC PLAN

NOTE:
 CULVERT, HEADWALL & WINGWALL CONSTRUCTION SEQUENCE IS AT THE PREFERENCE OF THE CONTRACTOR. A TEMPORARY DETOUR ROAD MAY BE MOVED TO THE NORTH SIDE WITHIN THE SAME PARAMETERS OF THE INITIAL ROAD ON THE SOUTH SIDE. CONTRACTOR TO KEEP THE TEMPORARY ROAD AS CLOSE TO THE PROPOSED STRUCTURES AS POSSIBLE. WHEN TEMPORARY ROAD IS NO LONGER REQUIRED, RETURN ALL AREAS TO EQUAL OR GREATER THAN CURRENT CONDITIONS.

NOTES:

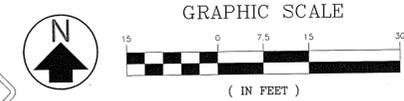
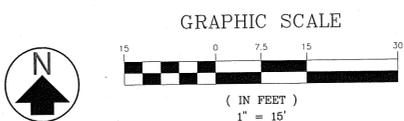
1. ALL TRAFFIC CONTROLS MUST COMPLY WITH THE MANUAL ON UNIFORM CONTROL DEVICES.
2. ALL SIGNS SHALL BE MADE OF REFLECTIVE MATERIAL AND HAVE WORKING LIGHT ATTACHED AS PER THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND THE FDOT MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE OF STREETS AND HIGHWAYS.
3. ALL BARRICADES SHALL BE EQUIPPED WITH WORKING STEADY OR FLASHING LIGHTS.
4. CONTRACTOR SHALL NOTIFY EMS, FIRE, POLICE, U.S. POSTAL SERVICE AND SCHOOL BOARD PRIOR TO PLACING BARRICADES AND UPON COMPLETION OF REOPENING THE ROADWAY.
5. THIS MAINTENANCE OF TRAFFIC PLAN IS PROVIDED AS A GENERAL GUIDELINE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE MAINTENANCE OF TRAFFIC AT ALL TIMES IN ACCORDANCE WITH FDOT INDEX 600, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND CHARLOTTE COUNTY'S MAINTENANCE OF TRAFFIC POLICY, LATEST EDITION.
6. ANY AND ALL TRAFFIC CONTROL DEVICES AND SIGNS AS SHOWN OR AS NEEDED TO CREATE A SAFE AND COMPLIANT M.O.T. SETUP ARE TO BE PROVIDED BY THE CONTRACTOR AT THE CONTRACTORS EXPENSE.
7. RELOCATE SIGNS AS NEEDED THROUGHOUT CONSTRUCTION. ALL SIGNAGE WILL MEET CURRENT REQUIREMENTS AND BE COORDINATED WITH CHARLOTTE COUNTY'S STANDARDS.
8. CHANNELIZING DEVICE SHALL BE OF THE PLASTIC DRUM WITH WORKING LIGHT.



MAINTENANCE OF TRAFFIC PLAN

CHANNELIZING DEVICE
 (PLASTIC DRUM OR TYPE 2 W/LIGHT)
 (SEE FDOT INDEX NO. 600)

TEMPORARY 10' WIDE GRAVEL
 ROADWAY (FDOT #57 STONE)
 (MIN 6" THICK OR AS NEEDED TO
 ALLOW SAFE PASSAGE OF VEHICLES)



**MAINTENANCE OF TRAFFIC PLAN
 for
 LITTLE FARM ROAD BOX CULVERT PROJECT**

DESIGNER	MJG
DRAWN	AS NOTED
CHECKED	12089.004
DATE ISSUED	09/09/2013

WHEELS ENGINEERING CORPORATION
WEC *excellence in engineering*
 201 W. MARION AVE., SUITE 1306
 PUNTA GORDA, FLORIDA 33950
 941.506.1700
 EB #6656

Revisions	Description
1	REVISED PLANS PER COUNTY COMMENTS 9/26/13 MJC
2	REVISED PLANS PER COUNTY COMMENTS 10/30/13 MJC
3	REVISED PER ENGINEERS COMMENTS 11/15/13 MJC
4	REVISED PER COUNTY COMMENTS 11/27/13 MJC

THIS SEAL IS VALID ONLY WHEN THE SIGNATURE AND ORIGINAL SEAL OF A LICENSED PROFESSIONAL ENGINEER ARE PRESENT.

DEC 06 2013
 Michael J. Giardullo
 Professional Engineer
 State of Florida
 Registration No. 70676

