



CITY OF VENICE, FLORIDA

Procurement- Finance Department

**401 W. Venice Avenue
Venice, FL 34285**

Invitation to Bid

ITB Number 2971-13

Date of Issue: August 9, 2013

Submission Deadline: September 10, 2012 at 2:00 PM

Title and Purpose of ITB:

Flamingo Ditch and Deertown Gully Outfall

INVITATION TO BID

The City of Venice invites sealed bids from qualified bidders to provide the following goods or services, which is described in detail in the Specifications.

Bid No.: 2971-13

Bid Title: Flamingo Ditch and Deertown Gully Outfall

PROJECT DESCRIPTION: The City of Venice, Florida desires to obtain bids from qualified individuals, firms, and legal entities relative to the environmental restoration of two large drainage conveyance ditches within the City of Venice, Flamingo Ditch and Deertown Gully. The project shall include channel excavation/de-silting, nuisance vegetation removal and native vegetation planting. All work shall be done according to the construction plans and specifications on file in the Finance Office.

BID OPENING LOCATION: City of Venice, Venice City Hall, Community Hall,
room # 114, 401 W. Venice Ave., Venice FL 34285

BID SUBMITTAL DEADLINE and BID OPENING DATE & TIME: September 10, 2012
at 2:00 PM

A pre-bid meeting will be held on Friday, August 16, 2013 at 2:00 p.m., room #114, Venice City Hall. Representatives from the City will be present to discuss the overall project and the Invitation to Bid. Interested Firms are encouraged to attend.

All questions, comments, or concerns about this ITB must be submitted in writing to Mr. Jon Mayes, Procurement- Finance Department, for the City of Venice, Room 204, 401 West Venice Avenue, Venice, FL 34285 or e-mail at jmayes@ci.venice.fl.us. Mr. Mayes is the only designated representative of the City authorized to respond to comments, questions, and concerns. The City will not respond to comments, questions or concerns addressed to any person other than Mr. Mayes. If the City determines that a particular comment, question or concern necessitates a global response to all Proposers, the City will issue a clarifying memorandum or addendum. **The final day that the City will accept questions will be Tuesday, August 27, 2013 by 1:00 p.m.**

Specifications and Bid documents are available by calling Onvia DemandStar at (800) 711-1712 or by their Internet address at <http://www.demandstar.com>. Proposers may also pick up Bid documents at the City of Venice Purchasing Department, Room 204, 401 West Venice Ave., Venice Florida 34285, (941) 486-2626 Ext. 24002 at no charge.

Bids must be submitted in **four sets** and at least one set must bear an original signature, in a sealed envelope marked **“INVITATION TO BID # 2971-13: “Flamingo Ditch and Deertown Gully Outfall”** and mailed or delivered to the City of Venice- Procurement- Finance Department, 401 W. Venice Ave. Room # 204, Venice, FL 34285, no later than the deadline specified. The City assumes no responsibility for bids received after the bid submittal time or at any location other than that specified, no matter what the reason. Late bids will be held unopened and will not be considered for award.

Bid Security in the amount of five (5%) percent of the bid is required.

Performance and Payment Bonds are required in the amount of One Hundred (100%) percent of the contract price once a contract is awarded.

No bid will be received after the specified time for acceptance and no bidder may withdraw his bid within a period of one-hundred and eighty (180) days after the actual date of opening thereof.

Bids will be considered only from bidders who have the applicable license, if a license is required by the City of Venice and/or State of Florida, for the type of work specified. A copy of the applicable license must be submitted with bid if a license is required.

The City reserves the right to reject any or all bids in whole or in part, with or without cause, to waive any requirements, irregularities or technical defects therein, when it is deemed to be in the interest of the City.

CITY OF VENICE, FLORIDA

Publish: Saturday, August 10, 2013
Wednesday, August 14, 2013

INVITATION TO BID
CITY OF VENICE, FLORIDA

ITB# 2971-13

Flamingo Ditch and Deertown Gully Outfall

**SECTION 1: GENERAL CONDITIONS & INSTRUCTIONS TO
OFFERORS**

DEFINED TERMS

Terms used in this solicitation are defined and have the meaning assigned to them. The term "Offeror" means one that submits a proposal directly to CITY as distinct from a Sub-Offeror, who submits a Proposal to the Offeror. The term "Successful Offeror" means the qualified, responsible and responsive Offeror to whom the City of Venice (on the basis of CITY'S evaluation as hereinafter provided) makes an award. The term "CITY" refers to the City of Venice, a municipal corporation of the State of Florida. The term "ITB" refers to this Sealed INVITATION TO BID. The term "solicitation" refers to the entire ITB package and the Offeror's submittal as a response to this ITB. The term "submittal" refers to all documentation and information as submitted by the Offeror in response to this solicitation. The term "Department" refers to the State of Florida Department of Transportation.

1. OFFEROR REGISTRATION

Offerors who obtain solicitation documents from sources other than the City or download from <http://www.demandstar.com/> must officially register receipt of the solicitation with the City's Procurement- Finance Department in order to be placed on the notification list for any forthcoming addendum or other official communications. Failure to register as a prospective Offeror may cause your submittal to be rejected as non-responsive if you have submitted a response without acknowledgment of issued addenda. The City of Venice is not responsible for the accuracy of bid documents and information obtained from any source other than <http://www.demandstar.com/>.

2. CONTACT

All prospective Offerors are hereby instructed not to contact any member of the City of Venice City Council, City Manager, or City of Venice staff member other than the contact person indicated in this ITB regarding this solicitation or their submittal at any time prior to the final evaluation and recommended ranking by the City staff for this project. Any such contact shall be cause for rejection of your submittal.

3. ADDENDA AND INQUIRIES

- 3.1 If there is any doubt as to the true meaning of the specifications and information provided, Offerors may submit written or faxed inquiries regarding this solicitation to the Procurement- Finance Department, 401 West Venice Avenue, Room # 204 Venice, FL 34285, Fax No. (941) 486-2790. The City will respond to written or faxed inquiries received by the posted deadline for questions. Inquiries must

reference the date and time of opening, and the solicitation number. Failure to comply with this condition shall result in the Offeror waiving their right to dispute the specifications and information provided in the solicitation document.

- 3.2 Any change to this solicitation shall be made by addenda duly issued to each registered Offeror. Receipt of such addenda must be so noted on or within your response. It is the Offeror's responsibility to

make contact through the Internet or phone to determine if Addenda have been issued.

- 3.3 Oral Inquiries: The City will not respond to oral inquiries.

4. PUBLIC OPENING

Submittals shall be received in the Procurement- Finance Department, 401 W. Venice Ave, Venice, FL 34285 by the date and time indicated on these documents. As soon as possible thereafter, the names of the Offerors and their proposed bid amount shall be read off at the specified location.

5. DELAYS

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify Offerors of all changes in scheduled due dates by written addenda.

6. PROPOSAL SUBMISSION AND WITHDRAWAL

6.1 Address to send submittal:

Procurement- Finance Department
City of Venice
401 W. Venice Ave, Room # 204.
Venice, FL 34285

- 6.2 The outside of the envelope/container must be identified with the solicitation number and title as stated above. The envelope/container must also include the Offeror's name and return address.
- 6.3 Submittals may be withdrawn by an appropriate document duly executed (in the manner that a Submittal must be executed) and delivered to the place where Submittals are to be submitted at any time prior to the deadline for submission. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so. Evidence of such authority must accompany the request for withdrawal or modification. Withdrawal of a Submittal will not prejudice the rights of an Offeror to submit a new Submittal prior to the opening date and time. After expiration of the period for receiving Submittals, no Submittal may be withdrawn or modified.
- 6.4 Withdrawal of Submittals after Opening Date: Submittals, once opened, become the property of the City and will not be returned to the Offerors. Submittals not so withdrawn before the opening constitute an irrevocable offer for a period of one-hundred-eighty (180) days to provide the City the services set forth in these specifications until one or more of the proposals have been accepted by City staff. No Offeror may withdraw their proposal during this one-hundred-eighty (180) day period.
- 6.5 Number of Submittal Copies: Offerors shall submit four (4) complete sets (one original and three copies) of the submittal complete with all supporting documentation (i.e. photographs, drawings, and exhibits) in a sealed envelope/container marked as noted above.
- 6.6 Proposal Is Not Binding: The Offeror understands that responding to this solicitation does not constitute an agreement or contract with the Offeror. A submittal is not binding until submittal is reviewed and accepted by the appropriate level of authority and both parties execute a contract.
- 6.7 Responsibility for getting a submittal to the City on or before the specified date and time is solely and strictly that of the Offeror. The City will not be responsible for any delay, for any reason whatsoever.

Submittals by telephone, telegram, facsimile machines, and Internet, will not be acceptable. Submittals must be received and stamped on the outside of the envelope with the time and date, in the Procurement- Finance Department by the date and time specified for opening.

- 6.8 LATE SUBMITTALS – Submittals received after the date and time of the opening will not be considered and will not be opened. It will be the Offeror's responsibility to make arrangements for the return of their submittal at their expense.

7. PRICES, TERMS AND PAYMENT:

Firm prices shall be bid F.O.B. requesting agency and include packing, handling and shipping charges fully prepaid by the vendor.

- 7.1 BID PRICE/MISTAKES: The bidder shall show in the proposal both the unit price and the total amount on items when indicated. In the event of discrepancy between the unit price and the extension, THE UNIT PRICE SHALL PREVAIL. Prices shall be extended in decimals.
- 7.2 INVOICING AND PAYMENT: The vendor shall be paid upon submission of proper certified invoices to the ordering agency at the prices stipulated on the contract. Invoices shall contain the purchase order number. THE VENDOR SHALL ACCEPT NO ORDER WITHOUT A PURCHASE ORDER NUMBER FROM THE CONTRACTING ENTITY. The City reserves the right to pay for purchases made under any agreement resulting from a solicitation through its Purchasing Card Program which utilizes VISA credit cards, check or the ACH (Automated Clearing House) process. When payment is received utilizing the City credit card, an original invoice should not be mailed to the Finance Department. Only the credit card receipt is issued for this charge with the original receipt being provided with the delivery to the individual cardholder placing the order. No surcharges will be accepted for the use of purchasing cards.
- 7.3 TAXES: The purchase of certain items by the Contracting Entity are exempt from the payment of excise, transportation and sales tax imposed by the Federal, State and/or City governments. Such taxes must not be included in proposal prices. Upon request, applicable Federal Excise Exemption certificates will be furnished.

8. CONDITION AND PRICING:

It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.

9. SAFETY STANDARDS:

Unless otherwise stipulated in the bid, all manufactured items

or fabricated assemblies shall comply with applicable requirements of occupational Safety and Health Act and any standards

10. MANUFACTURER'S NAME AND APPROVED EQUIVALENTS:

Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition unless otherwise indicated. The bidder may offer any brand for which he/she is an authorized representative, which meets or exceeds the bid specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's product name and reference number. Bidder shall submit with his/her proposal, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The City's Purchasing Office is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Notice issued and signed by the Procurement- Finance Department or designated representative.

11. DELIVERY:

All prices shall be F.O.B. Destination, Venice, Florida. Delivery date and warranties must be written out and submitted with bids. Delivery dates, as specified, must be met.

12. ADDITIONAL PURCHASES ("PIGGY-BACK") BY OTHER PUBLIC AGENCIES:

The vendor, by submitting a bid, authorizes other Public Agencies to "Piggy-Back" or purchase equipment or services being proposed in this invitation to bid at prices bid unless otherwise noted on the proposal sheet.

13. SUBMITTAL PREPARATION COST

The City shall not be liable for any expense incurred in connection with preparation of a submittal to this document. Offerors should prepare a straightforward and concise description of the Offeror's ability to meet the requirements of this document.

14. ACCURACY OF SUBMITTAL INFORMATION

Any Offeror, who states in their submittal any information that is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

15. LICENSES

Licensed and Certified: Offeror's, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the state of Florida at the time of submittal and during the entire Contract time.

16. LOCAL PREFERENCE

16.1 Unless otherwise noted in the solicitation, preference shall be given to a "local business" in the awarding of any Invitation to Bid (ITB), Request for Proposal (RFP) or Request for Qualifications (RFQ) in accordance with Section 2-217 of the City of Venice's Code. Local preference shall not apply to other types of solicitations unless explicitly stated in the subject solicitation.

16.2 "Local business" means the vendor has paid a local business tax to either Sarasota, Manatee, DeSoto or Charlotte County, whichever county the vendor is located, if applicable prior to bid submission that authorizes the vendor to provide the commodities or services to be purchased, and maintains a permanent physical business address located within the limits of either Sarasota, Manatee, DeSoto or Charlotte County from which the vendor operates or performs business, and at which at least one full time employee is located.

16.3 In addition, fifty percent (50%) or more of the employees based at the local business location must reside within Sarasota, Manatee, DeSoto or Charlotte County.

16.4 In the event the local office is not the primary location of the vendor, at least ten percent (10%) of the vendor's entire full-time employees must be based at the local office location. Alternatively, this requirement may be satisfied if at least one corporate officer, managing partner or principal owner of the vendor resides in Sarasota, Manatee, DeSoto or Charlotte County.

16.5 Offerors wishing to be given preference as a local business must submit **with their offer**, all of the Local Preference documentation identified in the "Required Forms Section" of the solicitation.

16.6 For local preference to be granted, the name of the company represented on the required forms must be the same as the name on the Local Preference documentation.

16.7 Information regarding Sarasota County's Local Business Tax can be found at www.sarasotataxcollector.governmentmax.com.

16.8 In case of a proposal submitted by more than one entity, any one of those entities can qualify the proposal for the local preference. Sub-contractors or sub-consultants cannot qualify a proposal for local preference.

17. POSTING OF NOTICE OF INTENT

A notice of intent for award will be posted for review by

interested parties in City Hall and on the City's website prior to submission through the appropriate approval process to the appropriate level for final approval of award.

18. PUBLIC RECORDS/TABULATION

Submittals are not public records, subject to the provisions of Florida State Statutes, Chapters 119 and 120, until such time as notice of a decision or intended decision is provided, or within ten (10) days after the solicitation opening, whichever is earlier. A copy of the tabulation results will be forwarded upon receipt of a stamped, self-addressed envelope. An electronic tabulation will be posted on Demand Star at their Internet Website at <http://www.demandstar.com/>.

19. RESERVED RIGHTS

19.1 The City reserves the right to waive formalities in any submittal, and to reject any or all submittals in whole or in part, with or without cause and/or to accept the submittal that in the City's judgment will be in the best interest of the City. The City specifically reserves the right to reject any conditional submittal.

19.2 To the extent permitted by applicable state and federal laws and regulations, City reserves the right to reject any and all submittals, to waive any and all informalities not involving price, time or changes in the work with the Successful Offeror, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional submittals. Submittals will be considered irregular and may be rejected, if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.

19.3 City reserves the right to reject the submittal of any Offeror if the City believes that it would not be in the best interest of the City to make an award to that Offeror, whether because the submittal is not responsive or the Offeror is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by City.

19.4 The City reserves the right to terminate the contract with any vendor who fails to meet a deadline or shows incompetency.

20. INDEMNIFICATION/HOLD HARMLESS

The Offeror shall defend, indemnify and hold the City, the City's representatives or agents, and the officers, directors, agents, employees, and assigns of each harmless for and against any and all claims, demands, suits, judgments, damages to persons or property, injuries, losses or expenses of any nature whatsoever arising directly or indirectly from or out of any negligent act or omission of the Offeror, its

sub-consultants and their officers, directors, agents or employees; any failure of the elected firm to perform its services hereunder in accordance with generally accepted professional standards; any material breach of the elected firm representations as set forth in the proposal or any other failure of the elected firm's to comply with the obligations on its part to be performed under this contract.

21. PUBLIC ENTITY CRIMES/NON-COLLUSIVE AFFIDAVIT

21.1 Each Offeror shall complete the Non-Collusive Affidavit and the Public Entity Crimes Form and shall submit the forms with the submittal. CITY considers the failure of the Offeror to submit these documents to be a major irregularity and may be cause for rejection of their submittal.

21.2 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 response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses on leases of real property to a public entity, may not be awarded or perform work as a Offeror, supplier, Sub-Offeror, 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

21.3 Termination for Cause: Any Agreement with the City obtained in violation of this Section shall be subject to termination for cause. A Sub-Offeror who obtains a subcontract in violation of this Section shall be removed from the Project and promptly replaced by a Sub-Offeror acceptable to the City.

22. GRATUITIES AND KICKBACKS

22.1 Gratuities: It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or an Agreement or subcontract, or to any solicitation or proposal therefore.

22.2 Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-Officer under a Contract to Officer or higher tier Sub-Officer any person associated therewith, as an inducement of the award of a subcontract or order.

22.3 Contract Clause: The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every Contract and subcontract and solicitation therefore.

23. EQUAL EMPLOYMENT OPPORTUNITY

Officer shall be in compliance with Executive Order 11426 Equal Opportunity as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations as applicable.

24. CONFLICT OF INTEREST

No employee of an agency acting in his or her official capacity as a purchasing agent, or public officer acting in his or her official capacity, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for his or her own agency from any business entity of which the officer or employee or the officer's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest. Nor shall a public officer or employee, acting in a private capacity, rent, lease, or sell any realty, goods, or services to the officer's or employee's own agency, if he or she is a state officer or employee, or to any political subdivision or any agency thereof, if he or she is serving as an officer or employee of that political subdivision. The foregoing shall not apply to district offices maintained by legislators when such offices are located in the legislator's place of business or when such offices are on property wholly or partially owned by the legislator. This subsection shall not affect or be construed to prohibit contracts entered into prior to:

October 1, 1975.
Qualification for elective office.
Appointment to public office.
Beginning public employment

25. DRUG FREE WORKPLACE:

The City of Venice has adopted a policy in observance of the Drug Free Work Place Act of 1988. Therefore, it is unlawful to manufacture, distribute, disperse, possess, or use any controlled substance in the City of Venice workplace.

The City of Venice requests the attached Drug Free Workplace Affidavit to accompany your response. This form has been adopted by the City in accordance with the Drug Free Workplace Act. The City will not disqualify any respondent who does not concur with the affidavit. The Drug Free Workplace Affidavit is primarily used as tiebreaker when two or more separate entities have submitted proposals at the same price, terms and conditions.

26. APPLICABLE LAWS

Interested parties are advised that all City contracts and/or documentation pertinent to this solicitation are subject in full or in part to all legal requirements provided in applicable City Ordinances, State Statutes, and Federal Regulations. Uniform Commercial Code, Chapter 672, Florida State Statutes shall prevail, as the basis for contractual obligations between the Officer and the City for any terms and conditions not specifically stated within the context of this contract.

27. COMPETENT PERSONNEL

All interested firms are to warrant that services shall be performed by skilled and competent personnel to the highest professional standards in this scope of work.

28. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

28.1 Before delivering a submittal, each Officer must (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, or performance of the work, (b) study and carefully correlate the Officer's observations with the solicitation documents; and notify the Procurement- Finance Department of all conflicts, errors and discrepancies, if any, in the solicitation documents.

28.2 The Officer, by and through delivering a submittal, agrees that they shall be held responsible for having familiarized themselves with the nature and extent of any local conditions that may affect the services.

29. SPECIFICATIONS

29.1 The apparent silence of the specification as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.

29.2 For the purpose of evaluation, the Officer must indicate any variance or exceptions to the stated Specifications, no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Officer meets all the Specifications in every respect.

30. CANCELLATION CLAUSE

Failure to comply with any of the terms, conditions, specifications and/or service requirements will be just cause for termination of this contract by a thirty (30) day written notice of intent forwarded to the successful Officer.

31. ACCEPTING CONTENT OF PROPOSAL

By delivering a submittal in response to this solicitation document, the Offeror certifies that they have fully read and understand the context of the solicitation document and have full knowledge of the scope, nature, and detailed requirements of services and/or commodities to be provided and performed. Submittals shall be returned in the sequential manner as requested in the "Submittal Format and Requirements" section of this solicitation.

32. TAXES

The negotiated cost shall include all freight, handling, delivery, surcharges or other incidental charges that may be required to provide the services or deliver the commodities. The City of Venice is exempt from the payment of Federal and State taxes, including sales tax. Your cost proposal shall not include sales tax to be collected from the City. The City's sales tax exemption is not available to you for items you purchase, regardless of whether these items will be transferred to the City.

33. ASSIGNMENT

33.1 Successful Offeror shall not assign, transfer or subject the Contract or its rights, title or interests or obligations therein without CITY'S prior written approval.

33.2 Violation of the terms of this paragraph shall constitute a breach of the Contract by Successful Offeror and CITY may, at its discretion, cancel the Contract and all rights, title and interest of Successful Offeror shall thereupon cease and terminate.

34. SOLICITATION FORMS

34.1 If the Proposer cannot meet a service or equipment requirement, then the phrase "not available" should be entered on the Proposal Form for that service requirement. In the case of a "not available" remark, the Offeror may offer an alternative service. Alternate submittals may be submitted for consideration. It will be at the City's sole discretion to accept or reject any and all alternate submittals received.

34.2 This solicitation presents the City's minimum requirements under present methods of operation. Responses to this request should address these requirements, but Offerors are encouraged to suggest any additional services or commodities, which in their opinion, would be in the best interest of the City.

34.3 Submittals may be delivered, which deviate from the requirements herein, providing that they are clearly identified as alternate submittals and

providing further that it can be demonstrated that stated requirements are substantially improved or are not compromised or prejudiced by such deviations; and, that it would be clearly in the interest of the City that an alternative proposal be considered. Such alternative proposals will be provisionally accepted for consideration, subject to the reserved right of the City to make the determination whether the above stated conditions for alternate proposals have been satisfied and subject further to the reserved right of the City to accept or reject these proposals upon the basis of the determination.

35. DISCLOSURE – PUBLIC OFFICER, PUBLIC EMPLOYEE OR ADVISORY BOARD MEMBER OF CITY

35.1 Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit any public officer, employee, or advisory board member of the City from holding any employment or contractual relationship with any business entity doing business with the City.

Section 112.313(12) provides that a public officer, employee, or advisory board member will not be in violation of the prohibition if all three of the following conditions are met. The filing of the disclosure form with the Supervisor of Elections is the sole responsibility of the Proposer and must be filed prior to or at the time of submission of the proposal. A copy of the filed disclosure form shall be submitted as part of the proposal.

35.2 Bid is awarded under a sealed, competitive Proposal to lowest or best Proposer system. Advisory board member is required to, prior to or at the time of the submission of the proposal, file a statement with the Supervisor of Elections, disclosing his interest and the nature of the intended business. The form is entitled "Form 3A Interest in Competitive Proposal for Public Business," a copy of which is available from the City's Procurement- Finance Department.

35.3 The public officer, employee, or advisory board member, spouse, or child is required to have in no way used or attempted to use his influence to persuade a member of the City or any of its personnel to enter into such a contract other than by the mere submission of the proposal.

35.4 The public officer, employee, or advisory board member, spouse, or child is required to have in no way participated in the determination of the Bid specifications or the determination of the lowest or best Proposer.

36. BID PROTESTS

In any case where a bidder wishes to protest either the results of or the intended disposition of any bid, the bidder must:

- 36.1 File a written notice to the City Manager of the bidder's intention to protest within one (1) business day of the bid opening or the City's declaration of intent with regard to the disposition. Upon receipt of a protest, the bid process shall be suspended until the protest procedure herein described has been completed.
- 36.2 Within five (5) days of filing the written notice of intent to protest, the protester shall file a formal written protest with the City Manager, acting as the bid protest officer, explaining in detail the nature of the protest and the grounds on which it is based. During this five-day period, the protester is encouraged to attempt to resolve the issue with the City's Finance Department.
- 36.3 The protester must include with the formal written protest a bid protest bond in the form of a certified check, cashier's check or money order made payable to the city in an amount equal to five percent (5%) of the lowest acceptable bid. The bond will be deposited with the Cashier's Office where it will be put into an account and the protester will receive a receipt.
- 36.4 Upon timely receipt of the formal written protest and protest bond, the City must:

- (1) Issue formal findings of fact and a written decision with regard to the validity or non-validity of the formal written protest within ten (10) business days of the City's receipt of the protest.
 - (2) Within two (2) business days of receipt of the formal findings of fact and written decision, the City shall notify the protester of the decision of the bid protest officer. Such notification shall be transmitted via certified return receipt mail.
- 36.5 Should the protest be found to be without merit or validity, the bid protest bond shall be forfeited to the City in its entirety, and the bid process may resume. If a decision favorable in whole or in part to the protest is rendered, a check for the full amount of the bond will be returned to the protester.

37. DIVERSITY IN CONTRACTING AND SUBCONTRACTING

The City encourages Minority/Women owned firms (MBE) to compete for CITY professional services projects, and also encourages non-MBE Offerors to use MBE firms as sub-Offerors. However, use of MBE sub-Offerors is not mandatory and no preference points will be given in the selection process for MBE participation. Offerors are required to indicate their intention regarding MBE participation in the MBE Participation Statement contained in the Appendix to this Request for Proposal and to submit that statement with their technical proposal. Additionally, Exhibit "C" attached to this ITB shall be completed by the awarded contractor prior to final completion of the project.

END OF SECTION

SECTION 2: INSURANCE INFORMATION

“ATTACHMENT A”

Before performing any work, the Contractor shall procure and maintain, during the life of the Contract, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than A:VII. No changes are to be made to these specifications without prior written specific approval by the City.

1. The City of Venice is to be specifically included as an **ADDITIONAL INSURED** (with regards to General Liability).
2. The City of Venice shall be named as Certificate Holder. *Please Note that the Certificate Holder should read as follows:*

The City of Venice
401 W. Venice Avenue
Venice, FL 34285

No City Division, Department, or individual name should appear on the certificate. **NO OTHER FORMAT WILL BE ACCEPTABLE.**

3. The “Acord” certification of insurance form should be used.
4. Required Coverage
 - a) **Commercial General Liability:** including but not limited to bodily injury, property damage, contractual liability, products and completed operations, and personal injury with limits of not less than \$1,000,000 per occurrence, \$1,000,000 aggregate covering all work performed under this Contract. Include broad form property damage (provide insurance for damage to property under the care custody and control of the contractor)
 - b) **Business Auto Policy:** including bodily injury and property damage for all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 combined single limit covering all work performed under this Contract.
 - c) **Workers Compensation:** Contractor will provide Workers Compensation Insurance on behalf of all employees, including sub-contractors, who are to provide a service under this Contract, as required under Florida Law, Chapter 440, and Employers Liability with limits of not less than \$100,000 per employee per accident; \$500,000 disease aggregate; and \$100,000 per employee per disease.
5. Policy Form:
 - a) All policies required by this Contract, with the exception of Workers Compensation, or unless specific approval is given by the City, are to be written on an occurrence basis, shall name the City of Venice, its Elected Officials, Officers, Agents, Employees as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers Compensation, shall agree to waive all rights of subrogation against the City of Venice, its Elected Officials, Officers, Agents, and Employees.
 - b) Insurance requirements itemized in this Contract, and required of the Contractor, shall be provided on behalf of all subcontractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

- c) Each insurance policy required by this Contract shall:
 - (1) apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability;
 - (2) be endorsed to state that coverage shall not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the City of Venice's Director of Administrative Services.
- d) The City shall retain the right to review, at any time, coverage form, and amount of insurance.
- e) The procuring of required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this Contract.
- f) The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of any deductible and/or retention to which such policies are subject, whether or not the City is an insured under the policy. In the event that claims in excess of the insured amounts provided herein are filed by reason of operations under the contract, the amount excess of such claims, or any portion thereof, may be withheld from any payment due or to become due to the contractor until such time the contractor shall furnish additional security covering such claims as may be determined by the City.
- g) Claims Made Policies will be accepted for professional and hazardous materials and such other risks as are authorized by the City. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
- h) Certificates of Insurance evidencing Claims Made or Occurrence form coverage and conditions to this Contract, as well as the City's Bid Number and description of work, are to be furnished to the City's Director of Administrative Services, 401 West Venice Avenue, Venice, FL 34285, ten (10) business days prior to commencement of work and a minimum of thirty (30) calendar days prior to expiration of the insurance policy.
- i) Notices of Accidents and Notices of Claims associated with work being performed under this Contract, shall be provided to the Contractor's insurance company and the City's Director of Administrative Services, as soon as practicable after notice to the insured.
- j) All property losses shall be payable to, and adjusted with, the City.

END OF SECTION

SECTION 3: SCOPE OF SERVICE

The City of Venice, FL is seeking bids to perform an environmental restoration of Flamingo Ditch and Deertown Gully, two existing large drainage conveyance ditches within the City of Venice. Both of these drainage ditches have been poorly maintained in the past and as a result, have collected nutrient rich silt and invasive vegetation. Both of these ditches discharge directly into the Gulf of Mexico, across the beach, and therefore these systems have a direct affect on the water quality of our beaches.

This restoration project shall entail the removal of silt and muck within the channel bottoms, dewatering as necessary to perform the work, excavation of 1 sediment sump area, removal of nuisance and exotic vegetation from bank areas, removal of any trash and debris which could block drainage, installation of geomat, installation of 1 aeration system, and the installation of native shoreline plantings.

The majority of the project work will be at Flamingo Ditch, where large quantities of silt and muck will need to be dredged and properly disposed, nuisance and exotic vegetation removed and geomat installed with new plantings. In some areas, the exotic vegetation is interspersed with native vegetation and will need to be removed to allow the native vegetation to thrive. In other areas, all the vegetation will be removed and then the shoreline replanted as shown in the Construction Drawings. Deertown Gully restoration will involve minor spot dredging only, vegetation removal and the installation of native plantings.

Both Flamingo and Deertown shall include the restoration of all disturbed areas, both private and public. The surrounding areas are primarily residential use and access locations are shown on the Construction Drawings. Please be aware that the proximity of this project to the beach will make it highly visible and extra care must be taken with BMPs and dewatering activities to protect this environmentally sensitive area.

It shall be the contractor's responsibility to review the plans and specification including field verification of site conditions and existing utility locations prior to bid submittal.

SCHEDULE:

Work shall commence within 1 week of Contract approval. Maintenance dredging work and invasive removal shall be completed by December 31, 2013 and substantial project completion shall be obtained before January 31, 2014. Reasonable time shall be allowed for weather delays as approved by the City Project Manager.

SECTION 4: BID INFORMATION

BID INFORMATION:

Bids are mailed or delivered to the following address:
Procurement- Finance Department
Room # 204
401 W. Venice Avenue
Venice, FL 34285

BID OPENING:

There will be a public bid opening at the date and time stated in the Invitation to Bid.

QUESTIONS AND ANSWERS:

Any and all questions must be submitted in writing and addressed to:

Jon Mayes
Procurement- Finance Department
City of Venice
401 W. Venice Avenue
Venice, FL 34285
Tel: 941-486-2626 ext 24002
Fax: 941-486-2790
E-mail: jmayes@venicegov.com

All questions submitted will be answered in writing and an Addendum will be sent to all prospective bidders.

THE DEADLINE FOR QUESTIONS CONCERNING THIS ITB IS:

Tuesday, August 27, 2013 at 1:00 PM

END OF SECTION

APPENDIX

REQUIRED FORMS LIST

Each respondent shall return the required information forms as attached:

- Proposal Bond
- Local Preference Form
- Qualifications Statement
- Co-operative Procurement with Other Jurisdictions
- Form 3A- Interest in Competitive Bid for Public Business
- Indemnification/Hold Harmless
- FDEP & U.S. EPA Construction Notices of Intent (NOI)
- Receipt of City Ordinance 95-12 & 96-09
- Statement of References for Contractor
- Contractor's Statement of Sub-contractors
- Drug Free Workplace Certification
- Non-Collusive Affidavit
- Public Entity Crime Information
- Anticipated MBE Participation Statement
- Bid Opportunity List for Professional Services, Commodities and Contractual Services
- Bidder's Statement of Qualification Form
- One Year Correction Period Form
- Statement of "No Bid" (if applicable)
- Bid Submittal Form

Attachments:

- Hurricane Protection

All required forms are included in this package. All forms must be filled out and returned with the firm's proposal.

Failure to do so will result in the firm being considered non-responsive and their proposal will be disallowed.

PROPOSAL BOND

****Not to be completed if a certified check is submitted.***

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned,

_____ as Principal,

and _____ as Surety

are held and firmly bound unto the City of Venice, Florida, in the sum of

_____ \$_____, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that if the attached Proposal of Principal and Surety for work specified as:

all as stipulated in said Proposal, by doing all work incidental thereto, in accordance with the plans and specifications provided heretofore, all within Sarasota County, is accepted and the bidder shall within ten (10) days after notice of said award, enter into a contract, in writing, and furnish the required Performance Bond with surety or sureties to be approved by the Director of Purchasing, this obligation shall be void; otherwise the same shall be in full force and virtue by law and the full amount of this Proposal Bond will be paid to the City as stipulated or liquidated damages.

Signed this _____ day of _____, 2013.

Principal

Surety

Principal must indicate whether corporation, partnership, company, or individual.

The person signing shall, in his own handwriting, sign the Principal's name, his own name, and his title. The person signing for a corporation must, by affidavit, show his authority to bind the corporation.

THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER

HOW DO I DETERMINE “LOCAL PREFERENCE”

The following questions will help you determine local preference for your company.
Please answer questions 1 through 4 **FIRST**. If you answer **NO** to any questions 1 through 4, local preference does **NOT** apply.
ONLY if you answer **YES** to questions 1 through 4, may you proceed to question 5.
If you answer **YES** to any questions 5 through 7, local preference applies.
If you are unsure of how to answer any questions, please contact the City of Venice’s Purchasing Department at 941-486-2626.

Questions 1 – 4

1. Have you paid a local business tax either to Sarasota, DeSoto or Charlotte County (Manatee County does not have a local business tax) authorizing your company to provide goods or services described in this solicitation ?

YES ☐ If “yes”, proceed to question 2.

NO ☐ If “no”, **STOP, local preference does not apply.**

* If the name on the local business tax receipt is not the same as the name on the bid/solicitation submittal, local preference does not apply.

2. Does your company maintain a permanent physical business address located within the limits of Sarasota, Manatee, DeSoto or Charlotte County ?

YES ☐ If “yes”, proceed to question 3.

NO ☐ If “no”, **STOP, local preference does not apply.**

3. Does your local business office (identified in question 2) have a least one full time employee ?

YES ☐ If “yes”, proceed to question 4.

NO ☐ If “no”, **STOP, local preference does not apply.**

4. Do at least fifty percent (50%) of your company employees who are based in the local business location (identified in question 2) reside within Sarasota, Manatee, DeSoto or Charlotte County ?

YES ☐ If “yes”, proceed to question 5.

NO ☐ If no, **STOP, local preference does not apply.**

Questions 5 – 7

5. Is your local business office (identified in question 2) the primary location (headquarters) of your company ?

YES ☐ If “yes”, **STOP, local preference applies.**

NO ☐ If “no”, proceed to question 6.

THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER

6. If the local business office (identified in question 2) is not the primary location of your company, are at least ten percent (10%) of your company's entire full-time employees based at the local office location ?

YES ☐ **If "yes", STOP, local preference applies**

NO ☐ If "no", proceed to question 7

7. If your local business office is not the primary location of your company, does at least one corporate officer, managing partner or principal owner of the company reside in Sarasota, Manatee, DeSoto or Charlotte County ?

YES ☐ **If "yes", STOP, local preference applies**

NO ☐ If "no", local preference does not apply.

THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER

QUALIFICATIONS STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

SUBMITTED TO: CITY OF VENICE
Procurement- Finance Department
401 W. Venice Avenue
Venice, Florida 34285

CHECK ONE:

- ☐ Corporation
- ☐ Partnership
- ☐ Individual
- ☐ Joint Venture
- ☐ Other

SUBMITTED BY:

NAME: _____
ADDRESS: _____
PRINCIPLE OFFICE: _____

State the true, exact, correct and complete legal name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Offeror is: _____

The address of the principal place of business is: _____

If the Offeror is a corporation, answer the following:

- a. Date of Incorporation: _____
- b. State of Incorporation: _____
- c. President's Name: _____
- d. Vice President's Name: _____
- e. Secretary's Name: _____
- f. Treasurer's Name: _____
- g. Name and address of Resident Agent: _____

If Offeror is an individual or partnership, answer the following:

- a. Date of Organization: _____
- b. Name, address and ownership units of all partners:

- c. State whether general or limited partnership: _____

If Offeror is other than an individual, corporation partnership, describe the organization and give the name and address of principals:

If Offeror is operating under fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

How many years has your organization been in business under its present business name?

a. Under what other former names has your organization operated?

ACKNOWLEDGEMENT

State of _____

County of _____

} SS.
}

On this the _____ day of _____, 2013, before me, the undersigned Notary Public of the State of _____, personally appeared _____ and (Name(s) of individual(s) who appeared before notary) whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

NOTARY PUBLIC
SEAL OF OFFICE:

NOTARY PUBLIC, STATE OF _____

(Name of Notary Public: Print, stamp, or type as commissioned)

☐ Personally known to me, or ☐ Produced Identification: _____ ☐ **DID** take an oath, or ☐ **DID NOT** take an oath

COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS

The vendor, by submitting a bid, authorizes other Public Agencies to "Piggy-Back" or purchase equipment or services being proposed in this invitation to bid at prices bid unless otherwise noted on the proposal sheet.

Yes _____ No _____

AUTHORIZED SIGNATURE

By submission of the ITB, the undersigned certifies that:

1. He/She has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of this contract, to any City of Venice, Florida employee or official or to any current consultant to the City of Venice, Florida;
2. He/She has not paid or agreed to pay any fee or commission or any other thing of value contingent upon the award of this contract to any broker or agent or any other person;
3. The prices contained in this proposal have been arrived at independently and without collusion, consultation, communication or agreement intended to restrict competition.
4. He/She has the full authority of the Offeror or to execute the proposal and to execute any resulting contract awarded as the result of, or on the basis of, the proposal.

Authorized Representative: _____

Signature: _____

Title: _____

Company Name: _____

Address: _____

City, State, ZIP: _____

Telephone Number: _____

Fax Number: _____

E-mail address: _____

FORM 3A INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS

LAST NAME — FIRST NAME — MIDDLE INITIAL			OFFICE / POSITION HELD
MAILING ADDRESS			AGENCY
CITY	ZIP	COUNTY	ADDRESS OF AGENCY

WHO MUST FILE THIS STATEMENT

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; AND where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. This form has been promulgated by the Commission on Ethics for such disclosure, *if and when applicable* to a public officer or employee.

INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS *(Required by § 112.313(12)(b), Fla. Stat.)*

1. The competitive bid to which this statement applies has been / will be (strike one) submitted to the following government agency:		
2. The person submitting the bid is:	NAME ▼	POSITION ▼
3. The business entity with which the person submitting the bid is associated is:		
4. My relationship to the person or business entity submitting the bid is as follows:		
5. The nature of the business intended to be transacted in the event that this bid is awarded is as follows:		
a. The realty, goods, and / or services to be supplied specifically include: _____ _____ b. The realty, goods, and / or services will be supplied for the following period of time: _____ c. Will the contract be subject to renewal without further competitive bidding? <input type="checkbox"/> Yes <input type="checkbox"/> No. If so, how often?		
6. Additional comments:		
7. SIGNATURE	DATE SIGNED	DATE FILED

FILING INSTRUCTIONS

If you are a state officer or employee required to disclose the information above, please file this form with the Department of State in Room 316, R.A. Gray Building, 500 South Bronough Street, Tallahassee, Florida 32399-0250. If you are an officer or employee of a political subdivision of this state and are subject to this disclosure, please file the statement with the Supervisor of Elections of the county in which the agency in which you are serving has its principal office.

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

CE FORM 3A — REV. 1-95

INDEMNIFICATION/HOLD HARMLESS

The elected firm shall (if required by City) defend, indemnify and hold the City, the City's representatives or agents, and the officers, directors, agents, employees, and assigns of each harmless for and against any and all claims, demands, suits, judgments, damages to persons or property, injuries, losses or expenses of any nature whatsoever (including attorneys' fees at trial at appellate level) arising directly or indirectly from or out of any negligent act or omission of the elected firm, its Sub-Offerrors and their officers, directors, agents or employees; any failure of the elected firm to perform its services hereunder in accordance with generally accepted professional standards; any material breach of the elected firm's representations as set forth in the proposal or any other failure of the elected firm to comply with the obligations on its part to be performed under this contract.

Concur _____

Variance _____

I, _____, being an authorized representative of the firm of

_____ located at City

_____, State _____, Zip Code _____ Phone:

_____ Fax: _____. Having read and

understood the contents above, hereby submit accordingly as of this Date,

_____, 2013.

Please Print Name

Signature

This signed document shall remain in effect for a period of one (1) year from the date of signature or for _____ the contract period, _____ whichever is _____ longer.

CITY OF VENICE, FLORIDA
FDEP & U.S. EPA CONSTRUCTION NOTICES OF INTENT (NOI)

The undersigned bidder acknowledges the requirement of the U.S. Environmental Protection Agency (EPA) and the Florida Department of Environmental Protection (FDEP) which have published the rules for NPDES General Permits for stormwater discharges from construction sites and said bidder agrees to assist the owner in the preparation of these permits and associated plans. The bidder acknowledges that he has taken these permits and associated construction costs into account in the preparation of his lump sum bid. These permits are mandated under Section 402(p) of the Clean Water Act for "Stormwater Discharge from Construction Activities (including clearing, grading, and excavation activities) that result in the disturbance of five (5) or more acres total land area, including areas that are part of a larger common plan of development or sale." The EPA has published summary guidance for: "Developing Prevention Plans and Best Management Practices" (EPA 833-R-92-001, October 1992).

The EPA permit format is a *Notice of Intent (NOI) for Stormwater Discharges Associated with Construction Activity to be covered under a NPDES Permit*, and it is to be submitted according to the NOI instructions. The Stormwater Pollution Prevention Plan which must accompany the NOI must be signed by authorized representatives of the contractor and subcontractors as well as the facility Owner. Copies of the EPA NOI must be provided to state and local agencies who have issued stormwater management, grading, or land alteration permits or approvals.

An NOI must also be submitted to the Florida Department of Environmental Protection, NPDES Stormwater Notices Center, MS 2510, 2600 Blair Stone Road, Tallahassee, FL 32399. FDEP forms may be downloaded from the State's web site <http://www.dep.state.fl.us/water/stormwater/npdes/> or phone 850-921-9870 if you have questions.

Acceptance of the bid to which this certification and disclosure applies in no way represents the Owner or its Representative has evaluated and thereby determined that the information is adequate to comply with the applicable U.S. EPA or FDEP requirements nor does it in any way relieve the contractor of its sole responsibility to comply with the applicable U.S. EPA and FDEP requirements, including inspection of all control measures at least once each week and following any storm (rainfall) event of 0.5 inches or greater and maintaining reports of each inspection.

Bidder (Company): _____

Name and Title: _____

Address: _____

Telephone: _____

BY SIGNATURE BELOW OF AUTHORIZED REPRESENTATIVE, CONTRACTOR ACKNOWLEDGES RECEIPT OF A COPY OF CITY ORDINANCES 95-12 and 96-09 AND AGREES TO ABIDE BY THE REQUIREMENTS OF SAID ORDINANCES.

Signature: _____ Date: _____
Printed name/title: _____

ORDINANCE 95-12

AN ORDINANCE OF THE CITY OF VENICE, FLORIDA, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 9, HEALTH AND SANITATION, ARTICLE IV, DISPOSAL OF EXCRETA, SECTION 9-71, DISCHARGE OF RAW SEWAGE INTO STORMWATER; DELETING ARTICLE V, PROHIBITED STORMWATER DISCHARGES; ADDING CHAPTER 19, WATER AND SEWERS, ARTICLE VI, STORMWATER QUALITY; DELETING CHAPTER 15, STREETS AND SIDEWALKS, ARTICLE IV, EXCAVATIONS, SECTION 15-53, STORM DRAINAGE AND POLLUTION; PROVIDING FOR CONFLICT WITH OTHER ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, control of stormwater runoff is necessary from individual lots that do not require a permit from the Southwest Florida Water Management District and requiring compliance with the provisions of the Clean Water Act 33 U.S.C.1251 et.seq., as amended by the Water Quality Act of 1987; and

WHEREAS, the City is desirous of complying with its U.S. Environmental Protection Agency National Pollutant Discharge Elimination System Permit and its Stormwater Master Plan, therefore, stormwater runoff and any discharge to the City storm sewer system will be closely monitored and regulated; and

WHEREAS, the control of stormwater runoff is the responsibility of each individual property owner; and

WHEREAS, the City is desirous of controlling stormwater runoff and insuring compliance with the Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VENICE, FLORIDA:

SECTION 1. Chapter 9, Water and Sewers, Article IV, Disposal of Excreta, Section 9-71, Discharge of Raw Sewage into Storm Sewer, is amended to read as follows:

Sec. 9-71. Discharge of raw sewage into storm sewer.

It shall be unlawful for any person to discharge raw sewage or to discharge the effluent of and from any septic tank into the storm sewer system of the city or to construct or maintain any system of drainage, pipes, conduits or other apparatus whereby raw sewage or the effluent of and from any septic tank shall or may be discharged into or through the storm sewer system of the city.

SECTION 2. Chapter 9, Water and Sewers, Article V, Prohibited Stormwater Discharges, is deleted in its entirety.

SECTION 3. Chapter 19, Water and Sewers, Article VI, Stormwater Quality is added to read as follows:

ARTICLE VI. STORMWATER QUALITY

Sec. 19-141. Definitions.

As used in this article "industrial stormwater" means stormwater runoff from a site with industrial activities, as defined under 40 CFR Section 122.26(a)(14) U.S. Environmental Protection Agency regulation.

As used in this article "construction sites" refers to all sites.

As used in this article, "illicit discharge" is any discharge of anything other than stormwater to the municipal separate storm sewer system (MS4) or the waters of the State of Florida or the United States.

As used in this article "industrial wastewater" refers to liquids used by an entity in their course of business, that if discharged to the MS4, would degrade the quality of stormwater.

Sec. 19-142. Disposal of industrial stormwater discharges.

The following types of discharges to the municipal separate storm sewer of the city must be controlled as indicated.

(1) **Industrial wastewater/illicit discharge:** Industrial wastewater/illicit discharge may not be discharged to the city's municipal separate storm sewer system.

(2) **Industrial stormwater:** As required to comply with NPDES regulations, the quality of industrial stormwater which is discharged through the city's municipal separate storm sewer system may be subject to regulation or permitting, and any violation of such regulation or permit may be subject to an order to immediately cease such

discharge.

Sec. 19-143. Runoff stormwater and Best Management Practice (BMPs) for construction sites.

BMPs shall be implemented as necessary, to insure that all discharges from construction activities are in compliance with the City of Venice EPA/NPDES Stormwater Permit and the Stormwater Master Plan, or the SWFWMD Permit or EPA's NPDES Construction Activity General Permit, whichever is most stringent in its requirements.

Best Management Practices include but are not limited to, the following requirements:

- (a) All site grading shall be conducted in such a manner that all stormwater management facilities located adjacent to the site are not altered in any way which will diminish their designated flow or pollutant removal capacity or the shape of the drainage facility.
- (b) Maintenance of vegetative buffers or use of a silt fence and/or staked hay bales which minimize erosion and retain sediment on site, shall be implemented prior to any construction activities taking place at sites which discharge to surface water or the municipal separate storm sewer system (MS4). These controls, when utilized, shall be secured and properly maintained during construction activities until the site has been stabilized with sod and/or seed and mulch. A double silt fence may be required as an additional measure to insure that discharges from the site are in compliance with water quality standards as established by the EPA/NPDES Stormwater Permit. Undisturbed vegetative buffers shall be maintained intact to the maximum extent possible to reduce erosion and the discharge of sediment from stormwater runoff. All areas of exposed soil shall be stabilized within 72 hours of attaining final grade.
- (c) Storm sewer systems (eg. inlets, pipes and ditches, etc.) adjacent to the site must be protected by a silt fence and/or staked hay bales during construction, to keep solids from entering conveyance systems.
- (d) Vehicles such as concrete or dump trucks and other construction equipment shall not be washed at locations where the runoff will flow directly into a lake, wetland, watercourse or stormwater conveyance system. Special areas must be designated for washing vehicles. In all new subdivisions, a wash area may be established by the owner/developer which can be used by the site contractor and home builders. If established, wash areas shall be located where the wash water will spread out and evaporate or infiltrate directly into the ground, or where the runoff can be collected in a temporary holding or seepage basin. Gravel or rock bases are recommended for temporary holding or seepage basins, to minimize mud generation. Underdrains shall be installed where infiltration basins are provided as required by the owner/developer's engineer or the Southwest Florida Water Management District. Upon completion of the project, the wash areas shall be graded and stabilized and any trash or waste shall be collected and disposed of properly.
- (e) Fuel, chemicals, cements, solvents, paints, topsoil, or other potential water pollutants shall be stored in areas where they will not cause runoff pollution. Toxic chemicals and materials, such as pesticides, paints, and acids, must be stored in accordance with manufacturer's guidelines. Groundwater resources shall be protected from leaching by placing a plastic mat, packed clay, tar paper, or other impervious material on any areas where toxic liquids are to be opened and stored.
- (f) A minimum of one permitted driveway must be established prior to construction and shall be used as the only access for ingress/egress during construction in order to provide minimum disturbance of drainage facilities and vegetative cover on site.

Sec. 19-44. Owner responsibility for stormwater runoff.

- (a) The control of stormwater runoff is the responsibility of each individual property owner.
- (b) Any property owner constructing or causing to be constructed any building which requires an elevated slab and the elevation of the building pad is higher than that of adjoining properties, will control stormwater runoff during construction. Likewise, any property that is filled more than twelve inches above the adjacent property must provide additional control measures for stormwater during construction. Upon completion of the work, all stormwater runoff shall flow to its natural preconstruction drainage swale, ditch, etc., or be retained in a retention or detention pond(s) designed and constructed for that purpose.
- (c) For any construction where the elevation of the building pad or site fill will be higher than adjoining properties, construction plans certified by a professional engineer registered with the State of Florida, retained by the property owner, will be provided to the City prior to issuance of a building permit.
- (d) Any single lot not covered under Southwest Florida Water Management District rules, exceeding forty-five percent in impervious coverage (including buildings, drives, sidewalks, patios, etc.) shall require stormwater retention facilities to be designed by a Florida registered engineer. The design is to meet the City of Venice EPA/NPDES Permit requirements for quantity and quality of treatment.
- (e) The property owner's engineer will be required to certify to the City Engineer that construction was completed

in accordance with the certified plans, prior to issuance of a Certificate of Occupancy.

(f) All improvements to property affecting stormwater drainage must be done in compliance with the City's Comprehensive Plan.

Sec. 19-145. Illicit discharges.

It shall be unlawful for any person to discharge anything other than stormwater into the city's municipal separate storm sewer system whether such discharges occur through piping connections, runoff, exfiltration, infiltration, seepage, or leaks. No person may maintain, use, or establish any direct or indirect connection to any storm sewer owned by the city that results in any discharge in violation of any provision of federal, state, city, or other law or regulation. This provision is retroactive to January 1, 1995, and applies to connections made prior to the effective date of this provision, regardless of whether made under a permit, or other authorization, or whether permissible under laws or practices applicable or prevailing at the time the connection was made.

No materials other than those composed entirely of stormwater shall be disposed of, dumped, or spilled into the city's municipal separate storm sewer system, whether such materials are in a solid or liquid form.

Sec. 19-146. Inspections.

It shall be the duty of the city engineer or designee to carry out all inspections, surveillance, and monitoring procedures necessary to determine compliance with this article.

SECTION 4. Chapter 15, Streets and Sidewalks, Article IV, Excavations, Section 15-53, Storm Drainage and Pollution, is deleted in its entirety.

SECTION 5. To the extent of any conflict between the provisions of this Ordinance, and any other Ordinance, Resolution, or Agreement of the City of Venice, Florida, the provisions of this Ordinance shall prevail.

SECTION 6. Severability. If for any reason a provision of this Ordinance or the application thereof to any person, group of persons, or circumstances is held invalid, the invalidity shall not effect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of the Ordinance are severable.

SECTION 7. Effective Date. This Ordinance shall take effect immediately upon its adoption, as required by law.

PASSED BY THE COUNCIL OF THE CITY OF VENICE, FLORIDA, THIS 23RD DAY OF MAY, 1995.

First Reading: May 9, 1995 - Final Reading: May 23, 1995 - ADOPTION: May 23, 1995

ATTEST: /s/LORI STELZER, CMC, CITY CLERK /S/ MERLE L. GRASER, MAYOR

I, LORI STELZER, City Clerk of the City of Venice, Florida, a municipal corporation in Sarasota County, Florida, do hereby certify that the foregoing is a full and complete, true and correct copy of an Ordinance duly adopted by the Venice City Council, at a meeting thereof duly convened and held on the 23rd day of May, 1995, a quorum being present.

WITNESS my hand and the official seal of said City this 24th day of May, 1995.

/S/ LORI STELZER, CMC, CITY CLERK Approved as to form: /S/ ROBERT C. ANDERSON, CITY ATTORNEY

ORDINANCE 96-09

AN ORDINANCE OF THE CITY OF VENICE, FLORIDA, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 19, WATER AND SEWERS, ARTICLE VI, STORMWATER QUALITY, SECTION 19-141, DEFINITION FOR INDUSTRIAL STORMWATER, SECTION 19-146, INSPECTIONS, PROVIDING FOR CONFLICT WITH OTHER ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Venice is responsible for the conservation, management, protection, control, use and enhancement of stormwater within its corporate limits, and for the acquisition, management, maintenance, extension, and improvement of the stormwater systems in the City; and

WHEREAS, the Environmental Protection Agency/National Pollutant Discharge Elimination System (EPA/NPDES) permit requires certain amendments to the existing Ordinance and extension of inspection authority on private properties.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VENICE, FLORIDA:

SECTION 1. Chapter 19, Water and Sewers, Article VI, Stormwater Quality, Section 19-141, Definition, for Industrial Stormwater is amended to read as follows:

Sec. 19-141. Definitions.

As used in this article, "industrial stormwater" means stormwater runoff from a site with industrial activities, as defined under 40 CFR Section 122.26 (a) (b) (14), U.S. Environmental Protection Agency regulation.

SECTION 2. Chapter 19, Water and Sewers, Article VI, Stormwater Quality, Section 19-146, Inspections, is amended to read as follows:

Sec. 19-146. Inspections.

It shall be the duty of the city engineer or designee to carry out all inspections, surveillance, and monitoring procedures necessary to determine compliance with this article. The city engineer or his duly authorized agents may enter at all reasonable times in or upon any private or public property for the purpose of inspecting and investigating conditions and practices which may be a violation of this ordinance, regulation or permit. The city engineer may, whenever necessary, make an inspection of construction sites to enforce any of the provisions of this ordinance, regulation or permit issued hereunder, or whenever an authorized official has reasonable cause to believe there exists any condition constituting a violation of this ordinance, regulation or permit issued hereunder. The city engineer shall inspect the work and shall require the owner to obtain services to provide adequate on-site inspection. If the city engineer finds that eroded soils are leaving the construction site, the city engineer may direct the owner(s) or his agents or his contractor on the site by written order to install any and all erosion controls that are deemed necessary to prevent said soil erosion from migrating off site. Notwithstanding the existence or pursuit of any other remedy, the City may maintain an action in its own name in any court of competent jurisdiction for an injunction or other process against any person to restrain or prevent violations of this ordinance.

SECTION 3. To the extent of any conflict between the provisions of this Ordinance, and any other Ordinance, Resolution, or Agreement of the City of Venice, Florida, the provisions of this Ordinance shall prevail.

SECTION 4. Severability. If for any reason a provision of this Ordinance or the application thereof to any person, group of persons, or circumstances is held invalid, the invalidity shall not effect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of the Ordinance are severable.

SECTION 5. Effective Date. This Ordinance shall take effect immediately upon its adoption, as required by law.

PASSED BY THE COUNCIL OF THE CITY OF VENICE, FLORIDA, THIS 26TH DAY OF MARCH, 1996.

First Reading: March 12, 1996 - Final Reading: March 26, 1996 - ADOPTION: March 26, 1996

ATTEST: /s/LORI STELZER, CMC, CITY CLERK /S/ MERLE L. GRASER, MAYOR

I, LORI STELZER, City Clerk of the City of Venice, Florida, a municipal corporation in Sarasota County, Florida, do hereby certify that the foregoing is a full and complete, true and correct copy of an Ordinance duly adopted by the Venice City Council, at a meeting thereof duly convened and held on the 26th day of March, 1996, a quorum being present.

WITNESS my hand and the official seal of said City this 27th day of March, 1996.
/S/ LORI STELZER, CMC, CITY CLERK Approved as to form: /S/ ROBERT C. ANDERSON, CITY
ATTORNEY.

STATEMENT OF REFERENCES
FOR CONTRACTOR

NAME OF CONTRACTOR: _____

BUSINESS ADDRESS: _____

How many years have you been engaged in the business under the present firm name? _____

List previous business experience: _____

List at least three construction references:

(1) Person to contact: _____

Company Name: _____

Address: _____

Telephone: _____ Date work performed: _____

(2) Person to contact: _____

Company Name: _____

Address: _____

Telephone: _____ Date work performed: _____

(3) Person to contact: _____

Company Name: _____

Address: _____

Telephone: _____ Date work performed: _____

(4) Person to contact: _____

Company Name: _____

Address: _____

Telephone: _____ Date work performed: _____

**CONTRACTOR'S STATEMENT OF
SUBCONTRACTORS TO BE USED FOR THIS WORK**

NAME OF CONTRACTOR: _____

BUSINESS ADDRESS: _____

Company Name: _____

Address: _____

Telephone: _____ Phase of Work Sublet: _____

LIST SUBCONTRACTORS TO BE USED IN THE PROJECT:

(1) Company Name: _____

Address: _____

Telephone: _____ Phase of Work Sublet: _____

(2) Company Name: _____

Address: _____

Telephone: _____ Phase of Work Sublet: _____

(3) Company Name: _____

Address: _____

Telephone: _____ Phase of Work Sublet: _____

(4) Company Name: _____

Address: _____

Telephone: _____ Phase of Work Sublet: _____

DRUG FREE WORKPLACE CERTIFICATION

If identical tie bids exist, preference will be given to the vendor who submits a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug-free workplace preference is applied as follows:

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

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

- 1) This firm publishes 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) This firm informs 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) This firm gives 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), this firm notifies 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) This firm imposes a sanction on or requires 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) This firm will continue to make a good faith effort to maintain a drug-free workplace through implementation of this section.

Contractor's Name Signature

NON-COLLUSIVE AFFIDAVIT

State of _____

County of _____

} SS.

_____ being first duly sworn, deposes and says that:

1. He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____ the Offeror that has submitted the attached Proposal;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or have in any manner, directly or indirectly sought by agreement or collusion, or have in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposal Work.

Signed, sealed and delivered
in the presence of:

By: _____

(Printed Name)

(Title)

ACKNOWLEDGEMENT

State of _____

County of _____

On this _____ day of _____, 2013, before me, the undersigned Notary Public of the State of _____, personally appeared _____ and (Name(s) of Individual(s) who appeared before notary) whose name(s) in/are Subscribed to the written instrument, and he/she/they acknowledge that he/she/they executed it.

NOTARY PUBLIC
SEAL OF OFFICE:

NOTARY PUBLIC, STATE OF _____

(Name of Notary Public: Print, stamp, or type as commissioned)

☐ Personally known to me, or ☐ Produced Identification: _____ ☐ DID take an oath, or ☐ DID NOT take an oath

PUBLIC ENTITY CRIME INFORMATION

A person or affiliate who has been placed on the State of Florida's convicted vendor list following a conviction for a public entity crime may not submit a BID/ITB proposal on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for services in the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, Sub-Contractor, or Contractor 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 2876.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.**

I, _____, being an authorized representative
of the firm of _____, located at City:
_____ State: _____ Zip: _____, have
read and understand the contents of the Public Entity Crime Information and of this
formal BID/ITB package, hereby submit our proposal accordingly.

Signature: _____

Date: _____

Phone: _____

Fax: _____

Federal ID#: _____

ANTICIPATED MBE PARTICIPATION STATEMENT

Financial Project Number:

Contract Number:

Prime Contractor Name:_____

Contract Dollar Amount:_____

Expected amount contract dollars to be Subcontracted to MBE: \$_____

Subcontract Name	Type of Work Specialty	Proposed Amount of Subcontract	Percent of Contract Dollars

Submitted by: _____

E-mail Address:_____

Fax Number:_____

Title:_____

Telephone Number:_____

Date:_____

THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER

BID OPPORTUNITY LIST FOR PROFESSIONAL OFFEROR SERVICES,
COMMODITIES AND CONTRACTUAL SERVICES

Prime Contractor/Prime Offeror: _____

Address/Phone Number: _____

Procurement Number/Advertisement Number: _____

The list is intended to be a listing of all firms that are participating, or attempting to participate, on federally assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and supplies materials on federally assisted projects, including both MBEs and non-MBEs. For consulting companies this list must include all subOfferors contacting you and expressing an interest in teaming with you on a specific federally assisted project. Prime contractors and Offerors must provide information for Numbers 1, 2, 3 and 4, and should provide any information they have available on Numbers 5, 6, 7, and 8 for themselves, and their subcontractors and subOfferors.

1. Federal Tax ID Number: _____
Receipts
2. Firm Name: _____
million
3. Phone: _____
\$5 million
4. Address: _____
\$10 million

\$15 million

million

5. Year Firm Established: _____

6. ☐ MBE
☐ Non-MBE
7. ☐ Subcontractor
☐ SubOfferor
8. Annual Gross
☐ Less than \$1
☐ Between \$1 -
☐ Between \$5 -
☐ Between \$10 -
☐ More than \$15

1. Federal Tax ID Number: _____
Receipts
2. Firm Name: _____
million
3. Phone: _____
\$5 million
4. Address: _____
\$10 million

\$15 million

million

5. Year Firm Established: _____

6. ☐ MBE
☐ Non-MBE
7. ☐ Subcontractor
☐ SubOfferor
8. Annual Gross
☐ Less than \$1
☐ Between \$1 -
☐ Between \$5 -
☐ Between \$10 -
☐ More than \$15

1. Federal Tax ID Number: _____
Receipts
2. Firm Name: _____
million
3. Phone: _____
\$5 million
4. Address: _____
\$10 million

\$15 million

million

5. Year Firm Established: _____

6. ☐ MBE
☐ Non-MBE
7. ☐ Subcontractor
☐ SubOfferor
8. Annual Gross
☐ Less than \$1
☐ Between \$1 -
☐ Between \$5 -
☐ Between \$10 -
☐ More than \$15

THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER

1. Federal Tax ID Number: _____
Receipts
2. Firm Name: _____
million
3. Phone: _____
\$5 million
4. Address: _____
\$10 million

\$15 million

million

5. Year Firm Established: _____

6. ☐ MBE
☐ Non-MBE

7. ☐ Subcontractor
☐ SubOfferor

8. Annual Gross
☐ Less than \$1
☐ Between \$1 -
☐ Between \$5 -
☐ Between \$10 -
☐ More than \$15

EXHIBIT "C"
MINORITY/WOMEN OWNED AND SMALL BUSINESS UTILIZATION REPORT

Projects receiving \$100,000 or more in cooperative funding from the Southwest Florida Water Management District require the submission of the following information within 30 days of any amendment increasing project funding and with the final invoice. Questions regarding use of this form should be directed to Contracts Administration, Phone (352) 796-7211 ext. 4132.

Cooperator _____ Agreement No _____ Project Name _____ Total Project Cost: _____		INDICATE THE ONE CATEGORY THAT BEST DESCRIBES EACH ORGANIZATION LISTED*												
		BUSINESS CLASSIFICATION		CERTIFIED MBE					NON-CERTIFIED MBE					UNKNOWN
		NON-MINORITY	SMALL BUSINESS Section 288.703(1) F.S	AFRICAN AMERICAN	HISPANIC AMERICAN	ASIAN/HAWAIIAN AMERICAN	NATIVE AMERICAN	AMERICAN WOMAN	AFRICAN AMERICAN	HISPANIC AMERICAN	ASIAN/HAWAIIAN AMERICAN	NATIVE AMERICAN	AMERICAN WOMAN	
NAMES OF CONTRACTORS AND SUBCONTRACTORS UTILIZED	TOTAL AMOUNT PAID													

* ☐ Our organization does not collect minority status data.

Signature _____

Date _____

Print Name and Title _____

BIDDER'S STATEMENT OF QUALIFICATION

REFERENCES:

The Contractor and/or major sub-contractor shall have a minimum of five years experience in all facets of the Work, including but not limited to canal dredging, sediment conveyance, and handling and dewatering of fine sediments. The Contractor shall submit the following qualification documentation with their bid: The Contractor must demonstrate satisfactory performance on a minimum of five (5) similar projects with at least three (3) of those projects having been completed in the last two (2) years. At least two (2) of these projects must demonstrate experience handling and dewatering fine sediments. The following documentation shall be provided for each project: Project name, description, dredge type, dredge size and pump distance, dredge material characteristics, sediment handling and dewatering methods, Client's contact information, Engineer's contact information, a summary of change orders, scheduled completion date, actual completion date, name of Contractor's supervisor and a summary of any unique aspect of the project.

Project: _____

Total Dollar Amount: \$ _____

Owner: _____

Address of Owner: _____

Contact Person: _____

Telephone Number: _____

Is Project Complete: Yes [] No []

Name/Address of Surety: _____

Bond Amount: \$ _____

Engineer/Architect: _____

Address of Engineer: _____

Contact Person: _____

Telephone No. _____

Project Description: _____

Project: _____

Total Dollar Amount: \$ _____

Owner: _____

Address of Owner: _____

Contact Person: _____

Telephone Number: _____

Is Project Complete: Yes [] No []

Name/Address of Surety: _____

Bond Amount: \$ _____

Engineer/Architect: _____

Address of Engineer: _____

Contact Person: _____

Telephone No. _____

Project Description: _____

Project: _____

Total Dollar Amount: \$ _____

Owner: _____

Address of Owner: _____

Contact Person: _____

Telephone Number: _____

Is Project Complete: Yes [] No []

Name/Address of Surety: _____

Bond Amount: \$ _____

Engineer/Architect: _____

Address of Engineer: _____

Contact Person: _____

Telephone No. _____

Project Description: _____

One Year Correction Period:

If within one year after the date of Substantial Completion any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by CONTRACTOR.

Concur _____

Variance _____

I, _____, being an authorized representative of the firm of _____ located at

City _____, State _____, Zip Code _____

Phone: _____ Fax: _____. Having read and

understood the contents above, hereby submit accordingly as of this

Date _____, 2013.

Please Print Name

Signature

This signed document shall remain in effect for a period of one (1) year from the date of Substantial Completion.

Sec. 90-7 - Hurricane protection.

- (a) It shall be unlawful for any person to allow construction related materials (including but not limited to, roof tiles, lumber scaffolding and debris) to remain loose or otherwise unsecured at a construction site from 24 hours after a hurricane watch has been issued until the hurricane watch or warning has been lifted. All such materials shall be either removed from the construction site or secured in such a manner as to minimize the danger of such materials causing damage to persons or property from high winds.
- (b) Any person who violates this section shall be guilty of a second-degree misdemeanor and subject to a fine of up to \$500.00 or imprisonment for a term not to exceed 60 days.
- (c) In addition to the above, a licensed contractor who violates this section shall be subject to discipline or license revocation proceedings before the city construction board of adjustment and appeals.

(Ord. No. 2005-16, § 1, 3-22-05)

NO BID RESPONSE

IMPORTANT: If you choose not to submit a bid for the attached "Invitation To Bid," please complete and return this form only on/before bid closing date. Failure to respond will result in your company being negatively registered as non-responsive. In the event five (5) "no responses" are posted, you will be automatically dropped from our mailing list for future solicitations for the described product/service.

Thank you for taking this opportunity to help us update and improve the solicitation process.

Bid Open/Close Date: **September 10, 2013 at 2:00 PM**

Bid Number: **2971-13**

Description: **Flamingo Ditch and Deertown Gully Outfall**

Contact: Jon Mayes, Procurement- Finance Department

Please check the appropriate response. We respectfully submit "No bid" for the following reason(s):

- ☐ 1. We are unable to meet the required delivery date
- ☐ 2. We cannot provide a product to meet the required specifications.
- ☐ 3. We no longer provide the requested product.
- ☐ 4. We do not represent the required brand name product.
- ☐ 5. The bid closing date does not allow adequate time to prepare a response.
- ☐ 6. The specifications are too restrictive.
- ☐ 7. We have chosen not to do business with the City
- ☐ 8. Other (feel free to provide our response on your company letterhead.)

Company Name _____ Vendor No. _____

Authorized Signature _____

Print Name _____

Title _____

Date _____ Telephone No. _____

SAMPLE CONTRACT

THIS CONTRACT, pursuant to City Council approval granted on _____, is made and entered into this _____ day of _____, 2013, by and between the CITY OF VENICE, FLORIDA, hereinafter referred to as the City, and _____, of the City of _____, County of _____, and State of _____, hereinafter referred to as the Contractor.

W I T N E S S E T H:

THAT FOR and in consideration of the mutual covenants and obligations hereafter set forth, the parties hereto agree as follows:

(1) The contract documents consist of this contract, standard general conditions, supplemental conditions, special conditions, technical specifications, drawings, bid proposal, payment and performance bonds, all of which are hereby made a part of this agreement.

(2) The Contractor shall perform all the work required by the contract documents for the following described project; and shall include installation of the listed items, per bid specifications:

City Bid # ITB# 2971-13: Flamingo Ditch and Deertown Gully Outfall

(3) The work to be performed under this contract shall be completed within _____ days of the issuance of the Notice To Proceed by the City.

(4) The City shall pay the Contractor for the performance of the work, subject to the terms and conditions of the contract documents and any written change orders, the contract sum of: _____
Dollars & 00/100.

(5) Time is of the essence in this contract. In the event that the work is not completed within the required time, then from the compensation otherwise to be paid to the Contractor, the City may retain the sum of **Five Hundred Dollars (\$500.00) per day** for each calendar day that the work remains uncompleted beyond the time limit, which sum shall represent the actual damage which the City will have sustained per day by failure of the Contractor to complete the work within the required time, said sum not being a penalty but being the stipulated damages the City will have sustained in the event of such default by the Contractor.

(6) In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees or applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause. The Contractor further agrees to

insert the foregoing provisions in all contracts hereunder, including contracts or agreements with labor unions and/or workers' representatives, except subcontracts for standard commercial supplies or raw materials.

(7) This contract and the contract documents constitute the entire agreement of the parties and may not be changed or modified, except by a written document signed by both parties hereto. This contract shall be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the parties to the agreement have hereunto set their hands and seals and have executed this agreement, the day and year first above written.

(SEAL)

ATTEST: CITY OF VENICE
IN SARASOTA COUNTY, FLORIDA

CITY CLERK BY: _____

ATTEST: CONTRACTOR

BY: _____

Signed by (typed or printed) Signed by (typed or printed)

SURETY BONDS

At the time of executing the contract documents, the successful proposer shall append to this sheet separate performance and payment bonds each equal to one-hundred percent (100%) of the contract amount. Said bonds become an integral part of these contract documents and shall meet the following requirements:

1. Surety bonds submitted shall be written by a surety company that is approved by the City Finance Director and authorized to do business in the State of Florida, shall be accompanied by evidence of the authority of the issuing agent, and shall be on a form to be approved by the City Attorney. No bond in an amount greater than \$5,000 required by the City Charter, the Ordinances of The City of Venice, or the laws of the State of Florida shall be approved by the City Finance Director unless the surety company executing the bond is listed by the United States Treasury Department as being approved for writing bonds for Federal projects and its current list in an amount not less than the amount of the bond tendered to The City of Venice.

2. Both the separate payment and performance bonds shall be in the general form of AIA documents A311. Additionally, the payment bond shall state as follows:

“This bond is issued in compliance with Section 255.05, Florida Statutes (1994 Supp.), as may be amended. A claimant, except a laborer, who is not in privity with the contractor and who has not received payment for his labor, materials, or supplies shall, within 45 days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the contractor with a notice, that he intends to look to the bond for protection. A claimant who is not in privity with the contractor and who has not received payment for his labor, materials, or supplies shall, within 90 days after performance of the labor or after complete delivery of the materials or supplies, or with respect to rental equipment, within 90 days after the date that the rental equipment was last on the job site available for use, deliver to the contractor and to the surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials, or supplies may be instituted against the contractor or the surety unless both notices have been given. No action shall be instituted against the contractor or the surety on the payment bond or the payment provisions of a combined payment and performance bond after 1 year from the performance of the labor or completion of delivery of the materials or supplies. A claimant may not waive in advance his right to bring an action under the bond against the surety. In any action brought to enforce a claim against a payment bond under this section, the prevailing party is entitled to recover a reasonable fee for the services of his attorney for trial and appeal or for arbitration, in an amount to be determined by the court, which fee must be taxed as part of his costs, as allowed in equitable actions.”

**GIVE THIS INFORMATION TO YOUR SURETY TO AID IN
PREPARATION OF BONDS**

PUBLIC WORKS PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT _____, a _____
Corporation, as Principal, hereinafter called Contractor; and
_____, a corporation of the State
of _____, a surety, hereinafter called Surety, are held and firmly bound unto the
City of Venice as Obligee, hereinafter called the City in the amount of:
_____ Dollars (\$ _____) for the payment whereof
Contractor and Surety bind themselves, their heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated the _____ day of
_____, 2013, entered into a Contract with the City for the following described
project:

ITB# 2971-13: Flamingo Ditch and Deertown Gully Outfall

which contract is incorporated by reference herein and made a part hereof, and is hereinafter
referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor
shall promptly make payments to all persons supplying Contractor labor, materials and supplies,
used directly or indirectly by the Said Contractor or Subcontractors in the prosecution of the work
provided for in said Contract, then this obligation shall be null and void; otherwise it shall remain
in full force and effect.

PROVIDED FURTHER, that the said Surety for value received hereby stipulates and agrees
that no change, extension of time, alteration or addition to the terms of the Contract or to the work
to be performed thereunder or the Specifications accompanying the same shall in anyway affect its
obligation on this Bond, and it does hereby waive notice of any such change, extension of time,
alteration or addition to the terms of the Contract or to the work or to the Specifications.

PROVIDED FURTHER, that this bond is issued pursuant to Section 255.05, Florida Statutes,
and reference is hereby made to the notice and time limitations in said statute for making claims
against this bond.

PROVIDED FURTHER, that any suit under this bond must be instituted before the expiration
of one (1) year from the performance of the labor or completion of delivery of the materials or
supplies.

PROVIDED FURTHER, no right of action shall accrue on this bond to or for the use of any
person or corporation other than the City named herein and those persons or corporations provided
for the Section 255.05, Florida Statutes, their heirs, executors, administrators, successors or assigns.

Signed and sealed this _____ day of _____, A.D., 2013.

CONTRACTOR

By: _____

IN THE PRESENCE OF:

INSURANCE COMPANY

By: _____
Agent and Attorney-in-Fact

PUBLIC WORKS PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT, _____, _____ as Principal, hereinafter called Contractor; and _____, a corporation of the State of _____ as surety, hereinafter called Surety, are held and firmly bound unto the City of Venice as Obligee, hereinafter called the City, in the amount of _____ Dollars (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated the _____ day of _____, 2013, entered into a Contract with the City for the following described project:

ITB# 2971-13: Flamingo Ditch and Deertown Gully Outfall

which contract is by reference incorporated herein and made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Contractor shall promptly and faithfully perform Contract during the original term thereof and any extensions thereof which may be granted by the City with or without notice to the Surety and during any guarantee or warranty period, including the obligation to correct any latent defects not discovered until after acceptance of the project by the City, and if he shall satisfy all claims and demands incurred under said Contract and shall fully indemnify and save harmless the City, its agents, Engineer and employees from all losses, damages, expenses, costs and Attorney's Fees, including appellate proceedings which it may suffer by reason of failure to do so, and shall reimburse and repay the City all outlay and expense which the City may incur in making good any default, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, whenever Contractor shall be, and declared by the City to be in default under the Contract, the City having performed its obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions; or
- (2) Obtain a bid or bids for submission to the City for completing the Contract in accordance with its terms and conditions and upon determination by the City and Surety of the lowest responsible bidder, arrange for a contract between such bidder and City and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by the City to Contractor under the Contract and any amendments thereto, less the amount properly paid by the City to the Contractor.

PROVIDED FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the contract documents accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Contract documents.

PROVIDED FURTHER, any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due; except that, when the action involves a latent defect, suit must be instituted within four (4) years from the time the defect is discovered or should have been discovered with the exercise of due diligence.

PROVIDED FURTHER, no right of action shall accrue on this bond to or for the use of any person or corporation other than the City, its successors or assigns.

Signed and sealed this _____ day of _____, A.D., 2013.

IN THE PRESENCE OF:

CONTRACTOR

_____ By: _____

INSURANCE COMPANY

By: _____
Agent and Attorney-in-Fact

CONTRACTOR'S RELEASE OF LIEN

BEFORE ME, the undersigned authority in said County and State, appeared _____, who being first duly sworn, deposes and says that he is

_____ of _____ a company and/or corporation authorized to do business under the laws of Florida, which is the contractor on Project known as City of Venice Bid # **2971-13**, located in the City of Venice, County of Sarasota, Florida, under contract with the City of Venice, dated the _____ day of _____, 2013, that the said deponent is duly authorized to make this affidavit by resolution of the Board of Directors of said company and/or corporation; that deponent knows of his own knowledge that said contract has been complied with in every particular by said contractor and that all parts of the work have been approved by the City Engineer; that there are no bills remaining unpaid for labor, material or otherwise, in connection with said contract and work, and that there are no suits pending against the undersigned as contractor or anyone in connection with the work done and materials furnished or otherwise, under said contract.

DEPONENT further says that the final estimate which has been submitted to the City simultaneously with the making of this affidavit, constitutes all claims and demands against the City on account of said contract or otherwise, and that acceptance of the sum specified in said final estimate will operate as a full and final release and discharge of the City from any further claims, demands or compensation by contractor under the above contract.

DEPONENT further agrees that all guarantees under this contract shall start and be in full force from the date of this release as spelled out in the contract documents.

Signature: _____

Printed Name:

STATE OF FLORIDA)
COUNTY OF)

Signed before me this _____ day of _____, 2013,
by _____ who is personally known to me or has produced
_____ as identification.

Notary Public
My Commission Expires:
Commission Number:

WE, the _____, having heretofore executed a performance bond and a payment bond for the above named contractor covering project and section as described above in the sum of (\$ _____)

Dollars, hereby agree that the Owner may make full payment of the final estimate, including the retained percentage, to said contractor.

IT IS fully understood that the granting of the right to make the payment of the final estimate to said contractor and/or his assigns, shall in no way relieve this surety company of its obligations under its bonds, as set forth in the specifications, contract, and bonds pertaining to the above project.

IN WITNESS WHEREOF, the _____ has caused this instrument to be executed on its behalf by its _____, and/or its duly authorized attorney in fact, and its corporate seal to be hereunto affixed, all on this _____ day of _____, A.D., 2013.

Surety Company

Attorney in Fact

Power of Attorney must be attached if executed by Attorney in Fact.

STATE OF)

COUNTY OF)

BEFORE ME, the undersigned authority, appeared _____, who is personally known to me or has produced

_____ as identification, and who executed the foregoing instrument in the name of

_____ as its _____ and the said

_____ acknowledged that he executed said instrument in the name of

_____ as its _____ and/or _____, for the purpose therein expressed and that he had due and legal authority to execute the same on behalf of said _____, a corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____ this _____ day of _____, 2013.

Notary Public

My Commission Expires:

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT NO.

PROJECT:

CONTRACTOR CONTRACT DATE

CONTRACT FOR

Project or Specified Part Shall Include:

DEFINITION OF SUBSTANTIAL COMPLETION

The date of substantial completion of a project or specified part of a project is the date when the work is sufficiently completed, in accordance with the Contract Documents, so that the project or specified part of the project can be utilized for the purpose for which it was intended.

TO: (Contractor)

DATE OF SUBSTANTIAL COMPLETION:

The work performed under this contract has been inspected by authorized representatives of the City of Venice and the contractor, and the project or specified part of the project, is hereby declared to be substantially completed on the above date.

A tentative list of items to be completed or corrected is appended hereto. This list may not be exhaustive, and the failure to include an item on it does not alter the responsibility of the contractor to complete all the work in accordance with the contract documents. These items shall be completed by the contractor within _____ days of Substantial Completion.

The date of Substantial Completion is the date upon which all guarantees and warranties begin, except as noted below. The responsibilities between the Owner and the Contractor for maintenance shall be as set forth below.

CITY OF VENICE

By: _____

Date: _____

The contractor accepts the foregoing Certification of Substantial Completion and agrees to complete and correct the items on the tentative list within the time indicated.

Contractor Authorized Representative

Date: _____

RESPONSIBILITIES:

OWNER:

CONTRACTOR:

EXCEPTIONS AS TO GUARANTEES AND WARRANTIES:

ATTACHMENTS (Identify)

CITY OF VENICE GULF DISCHARGE IMPROVEMENT PROJECTS BID # 2971-13					
BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL AMOUNT
FLAMINGO DITCH					
1	Construction Survey and Stakeout	LS	1		\$ -
2	As-Built Data and Drawings	LS	1		\$ -
3	Mobilization	LS	1		\$ -
4	Site Access and Preparation	LS	1		\$ -
5	Channel Excavation/Desilting and Material Disposal	CY	8,500		\$ -
6	Excavation of Sediment Sump at Gardenia Drive Box Culvert and Material Disposal	CY	50		\$ -
7	Removal and Disposal of Debris and Exotic Vegetation	AC	0.9		\$ -
8	Furnish, Deliver and Install Geomat	SF	11,000		\$ -
9	Furnish, Deliver and Install Riprap, rubble, bank and shore	TN	217		\$ -
10	Furnish, Deliver and Install Air Max (AM20) Shallow Pond Aeration System (including 4 diffuser heads and approx. 400 ft of airline)	LS	1		\$ -
11	Furnish, Deliver and Install Sea Purslane and Dune Vegetation	SF	1,470		\$ -
12	Furnish, Deliver and Install Native Shoreline Planting (Base Bid)	SF	10,745		\$ -
13	Furnish, Deliver and Install Native Shoreline Planting for Areas of Exotic and Nuisance/Debris Vegetation Removal	LS	1		\$ -
14	Restoration of Flamingo Drive Vacant Lot (Site Access #1) Staging/Access Area	LS	1		\$ -
15	Restoration of Gardenia Drive (Site Access #2) Construction Access Area	LS	1		\$ -
16	Restoration of Venice Villas (Site Access #3) Dewatering/Vegetation Removal Access Area	LS	1		\$ -
SUBTOTAL (Flamingo Ditch - Base Bid)				\$	-
DEERTOWN GULLY					
17	Construction Stakeout	LS	1		\$ -
18	As-Built Data and Drawings	LS	1		\$ -
19	Mobilization	LS	1		\$ -
20	Site Access and Preparation	LS	1		\$ -
21	Channel Excavation/Desilting and Material Disposal	CY	500		\$ -
22	Removal and Disposal of Nuisance/Debris and Exotic Vegetation Within the Sunset Drive ROW, East to Harbor Drive.	AC	0.6		\$ -
23	Removal and Disposal of Debris and Exotic Vegetation West of the Sunset Drive ROW to the Beach	AC	0.4		\$ -
24	Furnish, Deliver and Install Native Shoreline Planting for Areas of Exotic and Nuisance/Debris Vegetation Removal	LS	1		\$ -
25	Restoration of Sunset Drive Access	LS	1		\$ -
SUBTOTAL (Deertown Gully)				\$	-

THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER

CITY OF VENICE GULF DISCHARGE IMPROVEMENT PROJECTS BID # 2971-13					
BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL AMOUNT
BASE BID PRICE (Flamingo Ditch - Base Bid and Deertown Gully)				\$	-
15% BID CONTINGENCY				\$	-
TOTAL BID PRICE (Flamingo Ditch - Base Bid and Deertown Gully)				\$	-
TOTAL BID PRICE (WRITTEN IN WORDS):					
ALTERNATIVE #1 (FLAMINGO DITCH)					
12A	Furnish, Deliver and Install Native Shoreline Planting (Alternative #1)	SF	10,745		\$ -
13A	Furnish, Deliver and Install Native Shoreline Planting for Areas of Exotic and Nuisance/Debris Vegetation Removal (Alternative #1)	LS	1		\$ -
SUBTOTAL (Flamingo Ditch - Alternative #1)				\$	-

Notes:

1. The City may elect to reduce the quantity of a particular bid item and is not obligated to complete all quantities shown in the bid.
2. For the unit price items, Contractor shall only be reimbursed for the quantities actually installed or removed.
3. For the lump sum items, it is the Contractor's responsibility to verify field conditions and quantities necessary to complete the task prior to bidding.

THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER

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TECHNICAL SPECIFICATIONS

1.0 RELATED DOCUMENTS

- 1.1 GENERAL: The Contractor shall comply with all companion documents and references as described herein. All reference standards shall be the latest published version unless otherwise specified. These publications are referred to in the text by the basic designations only.
- A. Construction Drawings (Flamingo Ditch and Deertown Gully) by Erickson Consulting Engineers (Attachment A)
 - B. Subsurface Soils Investigations by Ardaman & Associates (Attachment B)
 - C. Project Permits (Attachment C)
 - Flamingo Ditch
 - 1) FDEP Coastal Construction Control Line (CCCL) Permit No. ST-1852 (In Final Processing)
 - 2) Southwest Florida Water Management District (SWFWMD) Environmental Resource Permit (ERP) No. 43041033.000
 - 3) USACE Permit (In Final Processing)
 - 4) NPDES Generic Permit for Discharge of Produced Ground Water from Any Non-Contaminated Site Activity (to be obtained by the Contractor)
 - Deertown Gully
 - 1) FDEP Coastal Construction Control Line (CCCL) Permit No. ST-1901 (In Final Processing)
 - 2) Southwest Florida Water Management District (SWFWMD) Exemption (In Final Processing)
 - 3) USACE Permit (In Final Processing)
 - 4) NPDES Generic Permit for Discharge of Produced Ground Water from Any Non-Contaminated Site Activity (to be obtained by the Contractor)
 - D. OSHA Standards for Construction
 - E. Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, 2013 Edition (hereafter referred to as FDOT 2013) and as describe herein unless specified elsewhere.
 - Section 100 (Construction Equipment – General Requirements)
 - Section 101 (Mobilization)
 - Section 102 (Maintenance of Traffic)
 - Section 103 (Temporary Work Structures)
 - Section 104 (Prevention, Control, and Abatement of Erosion and Water Pollution)
 - Section 105 (Contractor Quality Control General Requirements)
 - Section 110 (Clearing and Grubbing)
 - Section 120 (Excavation and Embankment)
 - Section 145 (Geosynthetic Reinforcement)
 - Section 162 (Prepared Soil Layer)
 - Section 530 (Riprap)
 - Section 570 (Performance Turf)
 - Section 580 (Landscape Installation)
 - Section 981 (Turf Materials)
 - Section 982 (Fertilizer)
 - Section 983 (Water for Grassing)
 - Section 987 (Prepared Soil Layer Materials)
 - Section 990 (Temporary Traffic Control Device Measures)
- 1.2 ORDER OF PRECEDENCE: In the event the requirements, stipulations, provisions, and guidance contained herein conflict with the City of Venice's Instructions, Terms and Conditions, Supplemental

General Conditions, or any other section of the contract documents, the more stringent requirement, stipulation, provision, or guidance shall apply.

2.0 CONTRACTOR SUBMITTALS

- 2.1 **WORK PLAN:** The Contractor shall prepare a Construction Work Plan within 10 days after the contract award. The Work Plan is subject to approval by the City. The Work Plan shall include at a minimum:
- Letter appointing the Project Superintendent
 - List of Equipment (including size and production rates)
 - List of Sub-Contractors
 - Critical Path Schedule
 - Written description of construction means and methods for each major work component
 - Site Access and Staging Plan
 - Sediment Disposal Haul Routes
 - Construction Sequencing
 - Dewatering and Turbidity Control Plan
 - Material and equipment delivery schedules
 - Contractor's Quality Assurance and Quality Control Plan
 - Traffic Control Plan
 - Environmental Protection Plan
 - List of Additional Permits Required to Perform Work
- 2.2 **SITE ACCESS AND STAGING PLAN:** The Site Access Plan shall include at a minimum:
- Identification of all proposed site access routes and staging areas;
 - Areas to be disturbed by site access and staging (i.e., vegetation, sidewalks, barriers, fences, utilities, etc.);
 - Itemized list of restoration efforts of disturbed site features; and
 - Anticipated permit and approvals required for requested site access.
- 2.3 **CONSTRUCTION SEQUENCING:** The Contractor shall submit a Construction Sequencing Plan describing the sequence of each major work component as it relates to the Critical Path Schedule. The Contractor's sequencing plan shall provide a clear, detailed description of the dredge sequence. Working hours shall be from 7am to 7pm.
- 2.4 **DEWATERING AND TURBIDITY CONTROL PLAN:** The contractor shall prepare and submit a Dewatering and Turbidity Control Plan for review and approval by the City. The Construction Drawings identify available contractor access, staging and dewatering areas. The Contractor shall contain the dewatering efforts within the boundaries as shown on the Construction Drawings. The design of the dewatering system shall be based upon the means and methods of the Contractor based upon his investigations of the site. The Contractor shall submit as part of the Dewatering Plan all dewatering calculations, anticipate excavation production rates and associated settling times, polymer selection (if applicable) and shop drawings for the proposed dewatering system. The Contractor must also provide for turbidity control to meet the Permit and Contract Document requirements.
- 2.5 **MATERIALS:** The Contractor shall submit a notarized certification from the manufacturer(s) indicating that the material(s) utilized meet the Project specifications for review and approval by the City. Materials shall be ordered only after the required submittals and shop drawings have been received and approved. All materials proposed by the Contractor are subject to approval by the City. Approval by the City shall not relieve the Contractor from the responsibility of procuring the appropriate materials to meet the design and performance intent of these Contract Documents.

- 2.6 SHOP DRAWINGS: The Contractor shall submit the shop drawings to the City for approval. The City shall be allowed ten (10) working days for review and approval.
- A. Approval by the City covers general design of details only, and if any change is made, which would cause members not to fit, or would not give sufficient strength, the Contractor shall call the City's attention to the fact at once, in writing, so that corrections may be made. If the Contractor fails to do this, the sole responsibility shall rest upon the Contractor.
 - B. Any error or omission on the Contractor's drawings, even though approved, shall not relieve the Contractor from the responsibility of performing the work in accordance with the specifications.
 - C. Any details not sufficiently shown on the Construction Drawings will be furnished to the Contractor by the City upon request.
- 2.7 QA/QC PLAN: The Contractor shall prepare and submit a Quality Assurance and Quality Control (QA/QC) Plan including the site layout, excavation positioning control, progress survey schedule and required testing. Records of verification, testing, inspections and the survey data shall be provided as scheduled and specified. Inspection of the work to ensure conformance with the contract documents shall at a minimum include:
- excavation procedures, quantities, staking and surveys;
 - correct alignment, location and elevation of excavation;
 - construction to required elevations and dimensions;
 - performance and submittal of required quality control testing; and
 - removal of all stakes, alignment ropes and equipment employed during the work.
- 2.8 ENVIRONMENTAL PROTECTION PLAN: The Contractor shall submit a written Environmental Protection Plan to the City. The Environmental Protection Plan shall include but not be limited to the following:
- Oil Spill Contingency Plan;
 - Turbidity Monitoring and Control Plan;
 - Environmental monitoring procedures for the protection of water, land and air resources and noise prevention.
 - Procedures to be implemented in order to provide environmental protection and to comply with applicable laws and regulations. The Contractor shall provide written assurance that immediate action will be taken to correct pollution of the environment due to accident, natural causes or failure to follow the procedures set out in the Environmental Protection Plan.
 - The Contractor shall prepare drawings showing location of proposed temporary excavations or embankments for haul roads, material storage areas, sanitary facilities and stockpiles of debris and spoil materials. The plan shall include the measure to be taken for flagging and marking the limits of use areas.
 - The Contractor shall identify the person responsible for implementing the Environmental Protection Plan. The Contractor's responsible person shall have the responsibility and authority to act for the Contractor in all environmental protection matters and shall report directly to the Contractor's top management.
- 2.9 AS-BUILT DATA AND DRAWINGS:
- A. Red-line as-built drawings must be maintained onsite at all times denoting the Project components completed to-date.
 - B. The Contractor shall be required to submit a certified as-built drawing upon Project completion showing the post-excavation bathymetry and topography for the canal excavation areas and the dewatering/staging sites. In addition, a full topographic and bathymetric survey at a grid spacing not

to exceed 50 ft shall be conducted following construction. The as-built drawing shall be submitted on 24x36 inch sheets to a scale approved by the City unless otherwise approved. The Contractor shall be required to submit four certified hard-copies of the as-built drawings in addition to the electronic CAD file in *.dwg format.

C. Final payment shall not be made to the Contractor until these drawings and record data are turned over to the City.

2.10 ADDITIONAL PERMITS REQUIRED TO PERFORM WORK: The City has obtained permits from FDEP, USACE and SWFWMD to perform the work as outlined in the Construction Drawings. The Contractor shall be responsible for obtaining all applicable additional permits required to perform the work as outlined in the Construction Drawings. Such permits shall include but are not limited to:

- City of Venice Site Preparation Permit (Fee Waived)
- Sarasota County Right-of-Way Use Permit
- NPDES Construction Generic Permit

2.11 PAYMENT: No separate payment will be made for Contractor Submittals with the exception of the progress surveys as as-built drawings which shall be included as a single lump sum cost for “As-Built Data and Drawings.”

3.0 MOBILIZATION

3.1 PAYMENT:

- A. All costs connected with the mobilization of all the Contractor’s plant and equipment shall be paid for at the lump sum price for this item. To qualify for the mobilization payment, the Contractor must dredge and convey to the dewatering site at least 400 cubic yards of sediment from the Project channels, the intent of which is to demonstrate that all equipment is onsite and operating at capacity consistent with the Contractor’s Work Plan. The City may revise the minimum quantity to qualify for mobilization based on the Contractor’s projected daily production rates and Work/Sequencing Plan. Retainage shall not be withheld from the Contractor’s mobilization payment.
- B. In the event the City considers that the amount of this item does not bear a reasonable relation to the cost of the Work in this Contract, the City may require the Contractor to produce data to justify the cost. Failure to justify such cost to the satisfaction of the City shall result in payment of actual mobilization costs, as determined by the City at the completion of mobilization, and payment of the remainder of this item in the final payment under this Contract.

4.0 SITE ACCESS & PREPARATION

4.1 SCOPE: The work consists of site preparation activities as necessary to construct the Project including the removal of vegetation and trees within the work area as required to construct the Project as shown on the Construction Drawings. Site Preparation also includes but is not limited to incidentals such as the protection of existing trees and vegetation outside of the work area, installation of a soil tracking entrance, debris disposal, installation of turbidity barriers and silt fencing and installation of site security measures.

4.2 SITE ACCESS:

- A. The Contractor shall provide a Site Access Plan that identifies how the Contractor will access the site to perform the required work. The Site Access Plan will be submitted to the City for review and approval prior to commencement of construction. The Site Access Plan will identify site access

routes as well as all areas to be disturbed (i.e., vegetation, sidewalks, barriers, fences, utilities, etc.) and will include video and/or photographic record of all site access area to be disturbed.

- B. The Contractor will be responsible for obtaining all necessary permits and approvals associated with the site access as well as restoration of all disturbed areas within the site access area.
- C. Site access areas have been identified on the Construction Drawings. Site Access #1 is a vacant lot along Flamingo Drive (PID No. 0177-10-0009) and may be used for access and construction staging; Site Access #2 is located at the Gardenia Drive box culvert and may be used for site access only; Site Access #3 is through the Venice Villas Condominiums (908 Villas Drive) and may be used for dewatering and exotic vegetation removal only. No sediment removal from channel excavation operations shall be routed through Site Access #3.
- D. The entrance driveway and the beach access path at site Access #3 through the Venice Villas Condominiums (908 Villas Drive) shall remain usable by residents at all times. No Contractor equipment or vehicles shall be parked within the Venice Villas parking lot. All equipment staging within Site Access #3 shall be screened with a temporary, 6 ft high, privacy screen.

4.3 CONSTRUCTION ENTRANCE: A construction entrance in accordance with FDOT Index #106 (Soil Tracking Prevention) shall be installed and maintained for the duration of construction. The Contractor shall coordinate with the City regarding the location of the construction entrance.

4.4 PRESERVATION OF VEGETATION: The Contractor shall stake the limits of the vegetation to be cleared and receive approval from the City prior to the commencement of clearing activities. The Contractor shall provide and maintain a functional barrier around the vegetation to be preserved during construction. No material or equipment shall enter or be placed in the areas protected by barricades without prior approval. In the event vegetation denoted as "to be preserved" is damaged, it shall be replaced immediately following construction at a 1:1 damaged: replaced ratio within the pre-construction vegetation footprint or as approved by the City.

4.5 DISPOSAL: Items to be removed or cleared shall be removed from the Project site and disposed of in a lawful manner subject to approval by the City. On-site burying of removed or cleared items shall be prohibited. As clearing is completed, Contractor shall immediately remove and dispose of all cleared materials and shall keep the site free, clear and in good order.

4.6 PROTECTION OF MONUMENTS: The Contractor shall not disturb permanent markers or monuments and shall be responsible to maintain and preserve all monuments.

4.7 PROTECTION OF UTILITIES:

- A. The Contractor shall not disturb existing above ground or buried utilities and shall be responsible to maintain and preserve any and all existing above ground and buried utilities.
- B. Locations, elevations and dimensions of existing utilities, structures and other features are shown according to the best information available at the time of preparation of the Construction Drawings. The Contractor shall verify the locations, elevations and dimensions of all existing utilities, structures and other features affecting this work prior to commencement of construction activities.
- C. An existing 8 inch water main is located within the vicinity of the Flamingo Ditch sediment sump, as shown on the Construction Drawings. The Contractor shall coordinate with City Utility Department Staff to determine the exact location prior to construction.

- D. Prior to initiation of site construction, the Contractor shall verify any existing utilizes including gas, water, electric, cable TV, communications, sanitary sewers and storm drainage systems on and/or adjacent to the site.
- E. The Contractor shall exercise caution in areas of buried utilities and shall call “Sunshine One-Call” at 1-800-432-4770 at least 48 hours prior to construction to arrange for field locations of buried utilities.
- F. The Contractor is responsible for repairing any damage to existing facilities, above or below ground that may occur as a result of the Work performed by the Contractor or sub-contractors, as called for in these Contract Documents.

- 4.8 STAGING AND STORAGE: The Contractor shall propose in the plan of work the use of access and staging areas to the City within ten (10) days of the Notice of Award. The plan shall include a description of the routes and areas he intends to use to transport and store material and equipment during construction. The plan shall also describe how the Contractor intends to access the project site and work areas as well as measures for debris and dust control. All transport routes, storage areas, and access areas are subject to the approval of the City. The final work plan and staging areas shall be negotiated with the City prior to commencement of the Work.
- 4.9 PREVENTION, CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION: Erosion and Sediment Control Best Management Practices (BMPs) should be designed and installed as per the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual*, June 2007.
- 4.10 PAYMENT: All costs associated with site access preparation as described herein and shall be included as a single lump sum cost for “Site Access and Preparation.”

5.0 CONSTRUCTION SURVEY AND STAKEOUT

- 5.1 LAYOUT OF WORK: The Contractor shall use a professional surveyor to establish horizontal and vertical control from the Engineer’s baseline prior to the commencement of excavation.
- 5.2 ACCEPTANCE OR “PAY” SURVEYS:
 - A. Acceptance or “pay” surveys shall be conducted by a professional surveyor licensed in the State of Florida, and in the presence of the City. The City shall be notified a minimum of forty-eight (48) hours in advance of each acceptance survey to allow for observation by a representative of the City, unless waived in writing by the City.
 - B. The Contractor shall conduct canal acceptance surveys, at a spacing of 50 ft along the established baseline and at the channel dredge terminuses and shall include transects at all points of intersection for both the centerline and canal toes. In addition, a single longitudinal profile survey along the channel baseline is required with elevations at a maximum interval of ten (10) ft.
 - C. All Data shall be tied to the Florida State Plane Coordinate System, NAD 83/07 horizontal datum and NAVD88 vertical datum.
 - D. All topographic and hydrographic data shall meet or exceed FDEP and USACE standards and requirements.

6.0 DEWATERING AND TURBIDITY CONTROL

- 6.1 SCOPE: A dewatering system shall be designed and utilized by the Contractor to remove and dispose of standing water that would interfere with the work and for dewatering of excavated fine sediment/organic

material. A Dewatering and Turbidity Control Plan shall be developed by the Contractor and submitted within 10 days of the Notice of Award to the City for review and approval. The Dewatering and Turbidity Control Plan must comply with all applicable laws and regulations.

6.2 CONTRACTOR'S DEWATERING AND TURBIDITY CONTROL RESPONSIBILITIES:

- A. The Contractor shall conduct excavation and dewatering operations in a manner to minimize turbidity and such operations shall conform to all water quality standards required by the permits and those prescribed by Federal, State and Local agencies.
- B. At all times during work, ample means and equipment shall be provided to promptly and properly remove and dispose of all standing water that would interfere with the work. Water pumped or drained from the work area shall be disposed of in a suitable manner without damage to adjacent property, including major and minor structures and lands, and shall be in accordance with the environmental specifications. Any and all water damage shall be promptly repaired by the Contractor at his expense.
- C. The Contractor shall obtain a National Pollutant Discharge Elimination System (NPDES) Generic Permit for Discharge of Produced Ground Water from Any Non-Contaminated Site Activity at least 48 hours in advance of discharge activities in accordance with Rule 62B-621.300(4)(a), F.A.C. A copy of the certified Notice of Intent (NOI) or a copy of the FDEP coverage confirmation letter shall be provided to the City prior to the commencement of discharge activities and displayed onsite at all times during construction. A copy of the Stormwater Pollution Prevention Plan (SWPPP) as well as copies of the inspection and maintenance records shall be maintained at the project site and shall be readily available to the City and all City or State inspectors. All dewatering by the Contractor shall be in accordance with Best Management Practices (BMP) under 62-621, F.A.C.
- D. The Contractor must ensure that all existing drainage conveyances remain functional throughout the extent of the Project and that no upstream flooding is created due to blocked drainage.
- E. The Contractor is to ensure that all Gulf effluent discharges associated with dewatering activities meets state water quality standards. The standards for discharging water to the Gulf shall not exceed 29 nephelometric turbidity units (NTUs) above background in accordance with 62-302.530(70). The mixing zone for the Flamingo Ditch dewatering discharge shall include an area no more than 750 linear feet along the shoreline from the point of discharge and no more than 500 ft waterward from the edge of water. The total area within the mixing zone shall not exceed 375,000 square feet (35,839 square meters) per ERP Permit No. 43041033.000.
- F. The Contractor shall be responsible for turbidity monitoring as follows:
 - 1) Turbidity monitoring will be performed daily during all discharge activities or immediately upon observed potential turbidity violation. The Contractor shall provide copies of the turbidity logs to the City daily with QA/QC report. The Contractor shall notify the City, FDEP and SWFWMD immediately upon any measured turbidity violation.
 - 2) In situ turbidity measurements will be taken by a trained individual familiar with the proper calibration and operation of turbidimeters. The situ turbidity will be measured in NTUs. Background and compliance samples at both the surface and mid-water depth shall be collected and analyzed except where shallow water depths at the discharge site permit only one sample in the water column.
 - 3) A log shall be kept that includes the following:
 - Date, time, and location of sampling,
 - A scaled schematic map with the sample site shown,
 - Water depth,

- Sample depth,
 - Weather, wind, and current conditions, and
 - Approximate tide.
- 4) Background samples shall be collected at least 1,200 ft up-current and outside of any visible turbidity plume. Compliance samples shall be taken within the densest portion of the visible turbid plume. Samples are to be taken at a minimum of two hours after continuous discharging or construction activity, a minimum of two hours before sunrise and a minimum of two hours before sunset. Samples shall be analyzed within 60 minutes of collection.
 - 5) If the turbidity at the compliance station described above exceeds 29 NTUs above the corresponding background levels (or exceeds 41 NTUs above background within the mixing zone), construction activities shall cease and not resume until corrective measures have been taken and turbidity has returned to acceptable levels. If a turbidity problem persists, additional measures will be implemented to reduce turbidity such as changing the construction methods and/or the installation of turbidity curtain(s).
- G. The Contractor is to inspect the effluent at the outfall on an hourly basis during active discharge for scour. Should scour occur at the outfall, the Contractor is to notify City immediately to determine remedies required to prevent scour. Scour prevention measures may include a stone-filled mattress or similar geotextile scour apron at the discharge point.
- H. The Contractor is required to install and maintain silt fencing and turbidity barriers as shown on the Construction Drawings and as otherwise may be required to control turbidity and to prevent siltation of adjacent properties, streets, sewers and adjacent wetlands shall be employed for the duration of construction in compliance with State Water Quality Standards and the regulatory permits. Turbidity curtains shall extend to within one (1) ft of the bottom. The Contractor shall be responsible for ensuring that the silt fencing and turbidity curtains are inspected daily and maintained in good working order.
- I. All dewatering activities are to be in accordance with Section IV and Appendix II of the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual* (June 2007), the Environmental Specifications, and the Construction Drawings.

6.3 PAYMENT: No separate payment shall be made for dewatering and turbidity control.

7.0 CHANNEL EXCAVATION/DESILTING

- 7.1 SCOPE: The work to be performed under this section includes all labor, equipment and performing of operations in connection with (1) excavation of approximately 8,500 CY of fine sediment/silt and clay/silt flocculent material from the bottom of the existing Flamingo Ditch Channel area west the Gardenia Drive box culvert; (2) creation of a sediment sump within the existing Flamingo Ditch Channel immediately west of the Gardenia Drive box culvert and as defined in the Construction Drawings; and (3) excavation of approximately 500 CY of fine sediment/organic matter from the bottom of the existing Deertown Gully Channel area at the Sunset Drive Right-of-Way, if encountered; as defined in the Construction Drawings. All excavated material within the existing ditches shall be excavated to the natural sand layer, which is assumed to be approximately 3 ft to 4 ft below the existing channel bottom in Flamingo Ditch.
- 7.2 GENERAL: All excavation of the channels shall be performed in accordance with the approved Work Plan (Section 2.1) and the requirements specified herein. Excavation of the channels shall be conducted using mechanical or hydraulic dredging methods as approved by the City.

7.3 EXCAVATION LIMITS:

- A. The minimum excavation limit of the channel is 1 ft to 1.5 ft below the existing channel bottom, as defined by the pre-construction channel surveys. To achieve the excavation limit, the silt material may be removed and disturbed to a depth not to exceed 5 ft below the MHW elevation as defined in the Construction Drawings. The buffer zone is established to allow for unintentional disturbance of sediment below the excavation limit and full removal of encountered fine sediment/silt to the natural sand bottom of the channel. The Contractor will be eligible for payment for the removal of approximately 9,000 CY of material, as stated in Section 7.1.
- B. No excavation shall occur within five (5) ft of revetment, stormwater outfalls, retaining walls or other such features.
- C. Within the limits of Deertown Gully, small, localized pockets of fine sediment and organic matter existing atop the natural sand bottom of the channel. Excavation with the Project limits of Deertown Gully, as defined in the Construction Drawings, shall be conducted as fine sediment and organic matter are encountered. Excavation shall not exceed a total volume of 500 CY or a maximum excavation depth of 5 ft below the MHW elevation, as defined in the Construction Drawings.

7.4 DISPOSAL: The Contractor shall lawfully dispose of the excavated sediment at an upland site as approved by the City. Upland disposal shall meet all applicable environmental regulations including but not limited to those regulations of the USEPA and FDEP. The Contractor shall identify the disposal location and haul route(s) as part of his Work Plan.

7.5 MEASUREMENT (Flamingo Ditch): The total excavated and disposed material quantities for Flamingo Ditch shall be computed for payment based on pre-construction versus post-construction surveys of the excavation areas. This shall include the excavation of the sediment sump at the Gardenia Drive box culvert.

7.6 PAYMENT: Work specified in this section should be included in the unit bid price for "Channel Excavation/Desilting and Material Disposal, Flamingo Ditch Channel", "Excavation of Sediment Sump at Gardenia Drive Box Culvert and Material Disposal, Flamingo Ditch Channel" and should be included in the lump sum bid price for "Channel Excavation/Desilting and Material Disposal, Deertown Gully Channel".

8.0 REMOVAL OF EXOTIC AND NUISANCE/DEBRIS VEGETATION

8.1 SCOPE: The work to be performed under this section includes all labor, equipment and performing of operations in connection with (1) removal of exotic and nuisance/debris vegetation within the existing Flamingo Ditch Channel area west the Gardenia Drive box culvert; and (2) removal of exotic and nuisance/debris vegetation within the existing Deertown Gully Channel area west of the Harbor Drive box culvert, as shown on the Construction Drawings.

8.2 VEGETATION REMOVAL:

- A. The area to be cleared includes predominately Brazilian pepper, Australian pine, cattails and various nuisance/debris vegetation (i.e., stumps, downed trees, driftwood, etc.).
- B. Within Deertown Gully there are multiple trees that are leaning over the base of the channel. Such vegetation shall be considered a nuisance tree and shall be removed. Within Deertown Gully, a tree shall be considered a nuisance if it meets any of the following conditions: (1) it is an exotic species (i.e., Australian pine, Brazilian pepper) within the Project removal area as defined in the Construction

Drawings; (2) is no longer alive and could inhibit drainage; (3) is growing below the mean high water (MHW) line or is visibly leaning towards the ditch bottom and the trunk has broken a vertical plane extending directly up from the MHW line. Example photos of vegetation to be removed from within Deertown Gully (exotic and nuisance/debris) are shown in Attachment D.

- C. Vegetation to be removed shall have the entire root system removed to a minimum of 18 inches below the surface. Brazilian pepper and Australian pines within the project limits shall be cut and removed and stumps (cut to grade) treated with herbicide following tree removal.
- D. The Contractor shall meet with the City to identify and flag native trees requiring removal for construction. Once agreed upon, these trees shall be removed by the Contractor as part of the clearing and de grubbing activities. The Contractor shall maintain a log of all native trees removed during construction and replace these trees at a 1:1 ratio following construction in consultation with the City.
- E. The Contractor shall coordinate with the City prior to beginning vegetation removal work to verify the limits of vegetation removal.

- 8.3 BRAZILIAN PEPPER: The Contractor shall poison all Brazilian pepper vegetation prior to removal.
- 8.4 DISPOSAL: The Contractor shall lawfully dispose of the removed exotic and nuisance/debris vegetation at an upland site as approved by the City. Upland disposal shall meet all applicable environmental regulations including but not limited to those regulations of the USEPA and FDEP. The Contractor shall identify the disposal location and haul route(s) as part of his Work Plan.
- 8.5 MEASUREMENT (Flamingo Ditch): The total removed and disposed exotic and nuisance/debris vegetation quantities for Flamingo Ditch shall be computed for payment based on the total removal area in square feet as defined in the Construction Drawings.
- 8.6 PAYMENT: Work specified in this section should be included in the unit bid price for "Removal and Disposal of Exotic and Nuisance/Debris Vegetation, Flamingo Ditch Channel" and should be included in the lump sum bid price for "Removal and Disposal of Exotic and Nuisance/Debris Vegetation, Deertown Gully Channel".

9.0 GEOMAT MATERIAL AND INSTALLATION

- 9.1 SCOPE: The work to be performed under this section includes all labor, equipment, material and performing of operations in connection with installation of the geomat material within the western limits of the existing Flamingo Ditch Channel as specified in the Construction Drawings.
- 9.2 MATERIAL:
 - A. The geomat material shall be Tensar C125BN 100% biodegradable erosion control blanket or equal.
 - B. The geomat shall be a machine-produced erosion control blanket made of 100% coconut fiber (matrix material) and 100% biodegradable jute (netting material) with a functional longevity of up to 24 months.
 - C. The geomat shall be of a consistent thickness with the coconut evenly distributed over the entire area of the mat.
 - D. The geomat shall be covered on the top and bottom sides with Leno Woven 100% biodegradable jute netting to form an approximately 0.50 in x 1.0 in mesh.

- E. The geomat shall be sewn with biodegradable thread material.
 - F. Colored thread shall be stitched along both outer edges, approximately 4-5 inches from the edge to serve as an overlap guide for adjacent mats.
 - G. The geomat shall meet Type 4 specification requirements established by the Erosion Control Technology Council (ECTC) and Federal Highway Administration's (FHWA) FP-03 Section 713.17.
- 9.3 INSTALLATION: The geomat shall be installed per the manufacturer's installation guidelines and within the areas defined in the Construction Drawings. A minimum overlap of 4-5 inches shall be required for adjacent mats.
- 9.4 MEASUREMENT: The quantities of geomat material installed shall be computed for payment based on square foot area of installed geomat coverage.
- 9.5 PAYMENT: Work specified in this section should be included in the unit bid price for "Furnish, Deliver and Install Geomat, Flamingo Ditch Channel".

10.0 RIP RAP

- 10.1 SCOPE: The work to be performed under this section includes all labor, equipment, material and performing of operations in connection with installation of rip rap and the associated geotextile fabric within the western limits of the existing Flamingo Ditch Channel along the north bank, as specified in the Construction Drawings.
- 10.2 MATERIAL:
- A. All stone shall be limestone with a minimum unit weight of 135 pounds per cubic foot and shall be rough and angular in shape. The least dimension of any stone shall not be less than one-third (1/3) the greatest dimension of that stone. Square or flat stone shall not be accepted. The stone shall be hard, durable, close grained, free of cracks and free of seams or other imperfections which might affect the durability of the stone. The stone shall not disintegrate under the elements or break under handling. The inclusion of dirt, sand, lay and rock fines shall not be permitted and if any is found in a shipment of stone, it shall be excluded and removed from the Project site at the Contractor's expense.
 - B. The Contractor shall submit samples of the rip rap stone to the City for approval prior to delivery to the Project area. The Contractor shall include the source, supplier and information and gradient of the material proposed. The City shall be provided access to all supplier facilities to conduct inspection of the material. The Contractor shall provide the City with testing results that demonstrate that the material meets the specifications outlined in these Contract Documents. The Contractor shall submit copies of all stone material delivery tickets to the City on a weekly basis.
 - C. The rip rap material shall have a nominal diameter ranging between 12 to 16 inches with at least 50% of the material being greater than 14 inches. Larger material or different rock type may be considered under approval by the City.
 - D. The Geotextile underlay shall be a woven material that will provide filtration and separation of existing subsurface soil materials from the proposed rip rap material.
- 10.3 INSTALLATION:
- A. The rip rap material shall be placed to the lines and dimensions specified in the Construction Drawings.

- B. The rock shall commence at the toe of the slope and progress up the slope.
- C. The rock shall be placed in a manner as not to tear or damage the geotextile fabric underlay. Rock rip rap shall not be dropped but rather lain to rest on the fabric.
- D. Rip rap shall be placed in a set and stable manner, flat on the slope with the largest dimension parallel to the slope contours. The larger pieces of rip rap shall be placed in the bottom courses. The rip rap shall be laid closely such that a reasonable semblance of stones is achieved. Small pieces of rip rap shall be used to fill the voids.

- 10.4 GEOTEXTILE: Geotextile shall be free of folds, tears and wrinkles. Adjacent strips of geotextile fabric shall be overlapped a minimum of 2 ft and shall be anchored with securing pins (as recommended by the manufacturer) inserted through both strips of fabric along a line through the midpoint of the overlap and to the extent necessary to prevent displacement of the fabric. The geotextile shall be joined so that the material overlaps a minimum of 2 ft with adjacent sections. The geotextile shall be fixed to prevent movement during installation and shall be wrapped down into the ground a minimum of 1 ft at termination points.
- 10.5 MEASUREMENT: The quantities of rip rap material and associated geotextile underlayment installed shall be computed for payment based on weight (tonnage) of rip rap material installed.
- 10.6 PAYMENT: Work specified in this section should be included in the unit bid price for "Furnish and Install Rip Rap, Flamingo Ditch Channel". Payment for the geotextile underlayment shall be incidental to the installation of the rip rap.

11.0 AERATION SYSTEM

- 11.1 SCOPE: The work to be performed under this section includes all labor, equipment, material and performing of operations in connection with installation of the aeration system within the western limits of the existing Flamingo Ditch Channel, as specified in the Construction Drawings.
- 11.2 EQUIPMENT: The Contractor shall furnish, deliver and install an Air Max (AM20) Shallow Pond Aeration System, including 4 diffuser heads and approximately 400 ft of airline, in the location specified on the Construction Drawings. The exact location of the pump system and diffuser head placement shall be coordinated with the Island Shores Condominium Association.
- 11.3 ELECTRIC CONNECTION: Electric service connection for the aeration system shall be the responsibility of the Contractor. The Contractor shall connect the system to the Island Shores Condominium Association's existing FPL electrical service and shall obtain any and all required electrical permits to do so.
- 11.4 PAYMENT: Work specified in this section should be included in the unit bid price for "Furnish, Deliver and Install Air Max (AM20) Shallow Pond Aeration System".

12.0 VEGETATION PLANTING

- 12.1 SCOPE: The work to be performed under this section includes all labor, equipment and performing of operations in connection with (1) re-planting of disturbed dune vegetation adjacent to the existing training wall structure at the Flamingo Ditch outfall; (2) planting of native shoreline vegetation within the western

300 ft of Flamingo Ditch; and (3) planting of native shoreline vegetation within areas of nuisance/exotic vegetation removal within Flamingo Ditch and Deertown Gully.

12.2 **MATERIALS:** The Contractor shall only use nursery grown plant materials purchased from Florida based Nurseryman Stock that comply with all required inspection, grading standards and plant regulations in accordance with the latest edition of the Florida Department of Agriculture’s “Grades and Standards for Nursery Plants.” Minimum grade for all plants is Florida No. 1 or better. All plants must be of the specified size and grade at time of delivery to the site. Plants will not be accepted if stressed from dehydration, disease, insects, freeze or windburn. All plant material shall be free of invasive, non-native plant species. Unhealthy or undersize plants shall be subject to replacement and, as appropriate, installed by the Contractor at no additional costs to the City.

12.3 **QUANTITIES:**

- A. As shown on the Construction Drawings, the area of sea purslane, dune vegetation and native shoreline vegetation for the Flamingo Ditch Project area is approximately 70 SF for sea purslane, approximately 1,470 SF for dune vegetation and approximately 10,745 SF for native shoreline vegetation.
- B. Areas of nuisance/exotic vegetation removal within the limits of Flamingo Ditch shall be replanted with Native Shoreline Plantings as detailed in the Construction Drawings and as shown in Tables 2 and 3 below. The Contractor shall be responsible for estimating the quantity of replanted vegetation based on estimated area of nuisance/exotic vegetation removal.
- C. Areas of nuisance/exotic vegetation removal within the limits of the Deertown Gully Channel shall be replanted with Native Shoreline Plantings as detailed in the Construction Drawings and as shown in Table 4 below. The Contractor shall be responsible for estimating the quantity of replanted vegetation based on estimated area of nuisance/exotic vegetation removal.
- D. The required plant spacing and relative proportion of plant materials, along with the estimated quantities based on the maximum area are shown in Tables 1, 2 3 and 4. The Contractor shall be responsible for independently estimating and verifying actual re-planting area based on amount of disturbed dune vegetation and the amount of exotic vegetation removed within the limits of the replanting area. The Contractor shall also be responsible for estimating the quantity of plants required based on the spacing requirements as identified in the Construction Drawings.
- E. The Contractor shall coordinate with the City prior to installing vegetation behind the single family homes to determine if the Base Bid or Alternative #1 shall be used for the native shoreline plantings.

Table 1: Sea Purslane and Dune Vegetation Planting Details – Flamingo Ditch

Plant Name		Size	Spacing (ft, O.C.)	Area (sf)	Quantity
Sea Purslane (<i>Sesuvium portulacastrum</i>)		1 gallon	2	70	18
Dune Vegetation	Sea Oats (<i>Uniola paniculata</i>)	1 gallon	2	1,120	280
	Railroad Vine (<i>Ipomoea pes-caprai</i>)	1 gallon	2	210	53
	Beach Elder (<i>Iva imbricatal</i>) & Salt Wort (<i>Batis l6aritime</i>)	1 gallon	2	70	18

Table 2: Native Shoreline Planting Details – Flamingo Ditch – Base Bid (Shrub Coverage Plants)

Plant Name	Size	Spacing (ft, O.C.)	Area (sf)	Quantity
Red Mangrove (<i>Rhizophora mangle</i>)	3 gallon	3	3,606	400
Sea Grape (<i>Coccoloba unitifera</i>)	3 gallon	3	1,803	200
Saltmarsh Cordgrass (<i>Spartina alterniflora</i>)	1 gallon	2	3,606	902

Note:

Quantities shown are for shoreline vegetation planting within the western 300 ft of Flamingo Ditch. Additional quantities will be required for planting within areas of nuisance/exotic vegetation removal should be estimated by the Contractor based on total anticipated nuisance/exotic vegetation removal areas.

Table 3: Native Shoreline Planting Details – Flamingo Ditch - Alternative #1 (Low Growing Plants)

Plant Name	Size	Spacing (ft, O.C.)	Area (sf)	Quantity
Saltmarsh Cordgrass (<i>Spartina alterniflora</i>)	1 gallon	2	4,508	1,127
Needle Rush (<i>Juncus roemerianus</i>)	1 gallon	2	2,704	676
Sand Cordgrass (<i>Spartina bakeri</i>)	1 gallon	2	1,803	451

Note:

Quantities shown are for shoreline vegetation planting within the western 300 ft of Flamingo Ditch. Additional quantities will be required for planting within areas of nuisance/exotic vegetation removal should be estimated by the Contractor based on total anticipated nuisance/exotic vegetation removal areas.

Table 4: Native Shoreline Planting Details – Deertown Gully

Plant Type	Plant Name	Size	Spacing (ft, O.C.)	% Cover
Shrubs	Gallberry (<i>Ilex glabra</i>)	1 gallon	2	15
	Wax Myrtle (<i>Myrica cerifera</i>)	1 gallon	2	15
Grasses	Fakahatchee Grass (<i>Tripsacum dactyloides</i>)	1 gallon	2	40
	Sand Cordgrass (<i>Spartina bakeri</i>)	1 gallon	2	30

Note:

The quantities required for planting within areas of nuisance/exotic vegetation removal should be estimated by the Contractor based on total anticipated nuisance/exotic vegetation removal areas.

12.4 INSTALLATION:

- A. Plant installation shall not begin until planting areas are staked out by the Contractor and accepted by the City.

- B. All plants shall be planted within the selected areas by hand using a shovel, space, dibble or other acceptable methods. The planting tool shall be used to create a hole that is two to three inches wider than the plant pot and of sufficient depth and width to allow the entire root mass to be inserted without breakage or damage. Plants shall be planted upright and plumb so the junction between the root crown and the stem is at the ground surface. The installed plants should be checked at the end of the each day for “floaters” or plants that have dislodged from the soil and floated to the surface. Floaters should be replanted each day.
- C. Only as necessary shall staking and guying of plants be performed by the Contractor to insure stability and plumb condition of the plants. Staking and guying of the plants shall be at the discretion of the Contractor unless otherwise directed by the City.
- D. The Contractor shall guarantee the survival of at least eighty five (85) percent of all plant materials per species for a period of one year from date of installation. Plants per species that die in excess of the 15% allowance shall be replaced and maintained by the Contractor at no additional cost to the City.

- 12.5 MEASUREMENT: The quantities of sea purslane, dune vegetation and native shoreline vegetation installed within the dune and the western 300 ft of Flamingo Ditch shall be computed for payment based on square footage of area installed.
- 12.6 PAYMENT: Work specified in this section should be included in the unit bid price for “Furnish, Deliver and Install Sea Purslane and Dune Vegetation Replanting, Flamingo Ditch Channel”, “Furnish, Deliver and Install Native Shoreline Planting (Base Bid), Flamingo Ditch Channel” and “Furnish, Deliver and Install Native Shoreline Planting (Alternative #1), Flamingo Ditch Channel” and should be included in the lump sum bid price for “Furnish, Deliver and Install Native Shoreline Planting for Areas of Nuisance/Exotic Vegetation Removal (Base Bid), Flamingo Ditch Channel”, “Furnish, Deliver and Install Native Shoreline Planting for Areas of Nuisance/Exotic Vegetation Removal (Alternative #1), Flamingo Ditch Channel” and “Furnish, Deliver and Install Native Shoreline Planting for Areas of Nuisance/Exotic Vegetation Removal, Deertown Gully Channel”.

13.0 SITE RESTORATION

- 13.1 RESTORATION: The Contractor shall remove all temporary construction facilities such as stockpiles of excess or waste materials, temporary equipment, staking and markers, and construction debris and return the site to the condition equal to or better than pre-construction condition. The Contractor shall repair any and all damage to the site at the Contractor’s expense. The Contractor shall restore all disturbed areas within the Sarasota County Right-of-Way to Sarasota County restoration requirements. Further, the Contractor shall replace all inadvertently disturbed vegetation and trees, identified on the Construction Drawings as preserved, at a 1:1 ratio. Contractor shall be responsible for watering newly installed plants and sod in accordance with landscape supplier recommendation for a minimum of 60 days following installation. A watering plan shall be submitted to the City.
- 13.2 RESTORATION OF VACANT LOT: Contractor shall grade and compact 6 inches of clean fill and install bahia sod over the Flamingo Drive vacant lot (PID No. 0177-10-01009). Contractor shall replant the shoreline area which was disturbed during access in accordance with the Native Shoreline Planting Detail, as shown on the Construction Drawings. Contractor shall be responsible for watering newly installed plants and sod in accordance with landscape supplier recommendation for a minimum of 60 days following installation. A watering plan shall be submitted to the City.
- 13.3 RESTORATION OF VILLAS DRIVE ACCESS: Contractor shall return the Venice Villas site access (908 Villas Drive) to the condition equal to or better then pre-construction condition. Contractor shall be

responsible for any damage to the Venice Villas asphalt access drive and concrete sidewalks; therefore, extra care should be taken to protect these items during construction. Contractor shall grade and install bahia sod over the areas identified as "Construction Staging" in the Construction Drawings. Contractor shall be responsible for watering newly installed plants and sod in accordance with landscape supplier recommendation for a minimum of 60 days following installation. A watering plan shall be submitted to the City.

- 13.4 **PAYMENT:** Work specified in this section should be included in the unit the bid prices for "Restoration of Flamingo Drive Vacant Lot (Site Access #1) Staging/Access Area, Flamingo Ditch", "Restoration of Gardenia Drive (Site Access #2) Construction Access Area", "Restoration of Venice Villas (Site Access #3) Staging/Access Area" and "Restoration of Sunset Drive Access, Deertown Gully".

14.0 ENVIRONMENTAL PROTECTION

- 14.1 **GENERAL:** The Contractor shall provide all equipment, materials and labor and shall perform all work required to prevent environmental pollution and damage as a result of construction operations under this Contract. For the purposes of this specification, environmental pollution and damage are defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for aesthetic, cultural and/or historical purposes. The control of environmental pollution requires consideration of air, water, and land resources; management of visual aesthetics, solid waste, and noise are associated issues within environmental protection steps. It is the Contractor's responsibility to investigate and comply with applicable Federal, State, and Local laws, regulations, and permits governing environmental protection.
- 14.2 **QUALITY CONTROL:** The Contractor shall establish and maintain quality control of environmental protection of all items set forth herein. The Contractor shall conform to all specifications listed in this section as well as to Federal, State and Local laws, regulations and permits. The Contractor shall record on Daily Quality Control Reports, or attachments thereto, any problems in complying with laws, regulations, ordinances and permits and any corrective action taken.
- 14.3 **CONTRACTOR/SUB-CONTRACTOR RESPONSIBILITIES:** Assurance of compliance with this section by any Sub-Contractor(s) on the Project shall be the responsibility of the Contractor.
- 14.4 **NONCOMPLIANCE/CORRECTIVE ACTION:** The City shall notify the Contractor and applicable regulatory agencies in writing of any observed noncompliance with the aforementioned Federal, State, or Local laws, regulations, permits, and any elements of this section of these specifications. Upon notification, the Contractor shall be required to take immediate corrective action. If the Contractor fails or refuses to comply promptly, the City may issue an order stopping all or part of the Work until satisfactory corrective action has been taken.
- 14.5 **PRE-CONSTRUCTION CONFERENCE:** The Contractor shall attend a pre-construction conference to review the specific conditions and monitoring requirements of the permits with the City and regulatory agencies prior to the commencement of any work. The City will provide advance written notification to the Contractor of the date, time, and location of the pre-construction conference.
- 14.6 **EROSION, DEWATERING AND TURBIDITY CONTROL:** Dewatering and the control of water shall be in accordance with Section 4.0 of these Specifications.
- 14.7 **PROTECTION OF HISTORICAL AND ARCHEOLOGICAL RESOURCES:** If historical or archaeological artifacts are discovered at any time within the Project site, the Contractor shall immediately notify the Engineer and City of Venice Historical Resources (941-486-2626) and cease

work. Examples of evidence of historical resources include whole or fragmentary stone tools, shell tools, aboriginal pottery, historic glass, bottles, building foundations, bone tools, shell mounds, shell middens or sand mounds.

- 14.8 **PROTECTION OF ENVIRONMENTAL RESOURCES:** All environmental resources within the Project boundaries and those affected outside the limits of permanent work under this Contract shall be protected throughout the Project duration and shall be the Contractor's responsibility until notice of final Project acceptance. The Contractor shall confine his/her activities to areas defined by the Contract Drawings and Specifications.
- 14.9 **PROTECTION OF LAND RESOURCES:** Prior to construction, the Contractor shall stake out and identify all vegetation to be preserved within the work area in consultation with the City. The approximate limits of the vegetation to be preserved are shown in the Construction Drawings. The Contractor shall not remove, cut, deface, injure, or destroy vegetation and other land resources within the preservation areas. Trees, shrubs, grasses, land forms, and other landscape features to be preserved shall be identified by the Contractor by protective marking, fencing, or other protective and noticeable means. No ropes, cables, or guy wires shall be fastened to or attached to any trees for anchorage unless specifically authorized. The Contractor shall be responsible for the replacement of any damaged or destroyed vegetation to the satisfaction of the City and regulatory agencies. Failure to replace damaged or destroyed vegetation by the Contractor will result in replacement by the City and the cost of replacement shall be deducted from monies due to the Contractor.
- 14.10 **SOLID WASTE:** Solid wastes (including clearing debris) shall be handled in environmentally sound manners, placed in containers, and discarded on regular schedules. It shall be the Contractor's responsibility to maintain all work areas to acceptable standards and to transport all solid waste off the properties and dispose of according to federal, state, and local requirements for solid waste. All debris and solid waste material shall be removed and legally disposed of at an upland site. All costs associated with disposal of debris or trash shall be the responsibility of the Contractor.
- 14.11 **CHEMICAL WASTE:** Chemical waste shall be stored in corrosion-resistant containers, removed from the work area, and disposed of in accordance with federal, state, and local regulations.
- 14.12 **OTHER WASTE:** Discarded materials, other than those which can be included in the solid waste category, shall be handled as directed by the City.
- 14.13 **PROTECTION OF WATER RESOURCES:** The Contractor shall keep construction activities under surveillance, management, and control to avoid pollution of surface and ground waters. Monitoring of all water resource areas affected by construction activities shall be the responsibility of the Contractor. The Contractor shall not discharge or permit discharge into canals, waterways, ditches, etc., fuels, oils bitumens, garbage, sewage, or other materials which may be harmful to fish, wildlife, or vegetation, or that may be detrimental to outdoor recreation. The Contractor shall be responsible for investigating and complying with all applicable federal, state, and local laws and regulations governing pollution of waters. All work under this Contract shall be performed in such a manner that objectionable conditions will not be created in water through or adjacent to the Project areas.
- 14.14 **AIR RESOURCE PROTECTION:** The Contractor shall keep construction activities under surveillance, management, and control to avoid pollution of air resources. All activities, equipment, processes, and work operated or performed by the Contractor in accomplishing the specified construction shall be in strict accordance with the applicable air pollution standards of the State of Florida and all federal emission and performance laws and standards.

- 14.15 FISH AND WILDLIFE RESOURCE PROTECTION: The Contractor shall keep construction activities under surveillance, management, and control to minimize interference with, disturbance to, and damage of fish and wildlife.
- 14.16 DUST AND NOISE CONTROL: The Contractor shall be required to maintain all access roads, ingress routes, egress routes, and all other work areas within or outside of the Project boundaries free from dust which would cause a hazard or nuisance to others. All equipment used on this work shall be equipped with satisfactory mufflers and other noise abatement devices. The Contractor shall conduct his operations so as to comply with all Federal, State, and Local laws pertaining to noise. The use of horns, whistles, and back-up alarms shall be held to the minimum necessary to ensure as quiet an operation as possible while maintaining safety on the job site.
- 14.17 ENVIRONMENTAL PROTECTION PLAN: Within fifteen (15) days following Notice of Award, the Contractor shall submit a written Environmental Protection Plan to the City. The Environmental Protection Plan shall include but is not limited to the following:
- Oil Spill Contingency Plan
 - Turbidity Monitoring and Control Plan
 - Environmental monitoring plans for the protection of air, land, water resources and noise prevention.
 - Procedures to be implemented in order to provide environmental protection and to comply with applicable laws and regulations. The Contractor shall provide written assurance that immediate action will be taken to correct pollution of the environment due to accident, natural causes or failure to follow the procedures set out in the Environmental Protection Plan.
 - The Contractor shall prepare drawings showing location of proposed temporary excavations or embankments for haul roads, material storage areas, sanitary facilities and stockpiles of debris and spoil materials. The plan shall include the measures to be taken for flagging and marking the limits of use areas.
 - The Contractor shall identify the person responsible for implementing the Environmental Protection Plan. The Contractor's responsible person shall have the responsibility and authority to act for the Contractor in all environmental protection matters and shall report directly to the Contractor's top management.
- 14.18 PAYMENT: No separate or direct payment will be made for the items covered by this section of the Specifications. All costs associated with the execution of the items covered by this Section of the Specifications shall be considered incidental to and included in the applicable Contract unit and lump sum prices for construction.

ATTACHMENT A
CONSTRUCTION
DRAWINGS

CONSTRUCTION DRAWINGS

FLAMINGO DITCH GULF OUTFALL

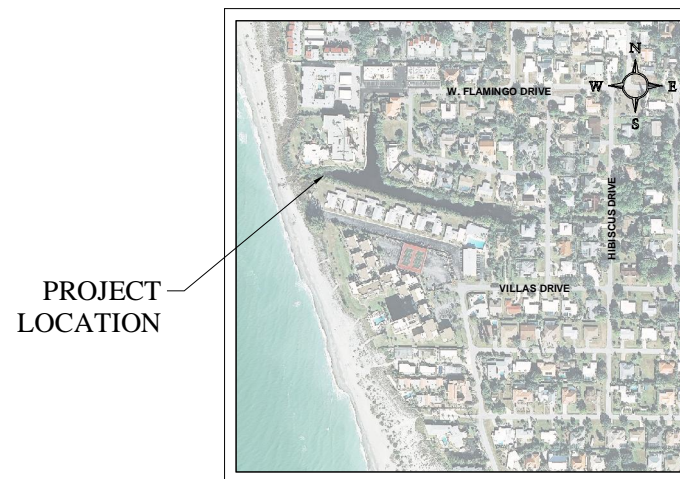
IMPROVEMENTS

CITY OF VENICE, FLORIDA

13 - 39S - 18E



GENERAL LOCATION MAP



VICINITY MAP

Prepared For:
City of Venice
401 W. Venice Ave.
Venice Fl, 34285

Prepared By:

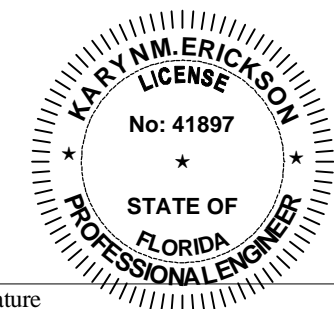
Erickson Consulting Engineers
7201 Delainey Court
Sarasota FL, 34240
941-373-6460



DRAWING INDEX

- 1 COVER SHEET
- 2 CONSTRUCTION NOTES
- 3-4 SITE AND GRADING PLAN
- 5 LONGITUDINAL PROFILE
- 6 CROSS SECTIONS
- 7 CONSTRUCTION DETAILS
- 8 VEGETATION PLANTING PLAN
- 9 VEGETATION PLANTING DETAILS

APPROVED BY: KARYN M. ERICKSON, PE
FLORIDA REG. No. 41879



Signature

Date: AUGUST, 2013

GENERAL NOTES:

1.

ALL BEACH COMPATIBLE SAND EXCAVATED SEAWARD OF THE CCCL IS TO REMAIN SEAWARD OF THE CCCL.
2.

TYPE III SILT FENCING, PER FDOT STANDARD INDEX #102, IS REQUIRED ALONG THE LIMITS OF CONSTRUCTION, AS OUTLINED IN THESE PLANS.
3.

ELEVATIONS ARE IN FEET, RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), BY HYATT SURVEY SERVICES, INC, AUGUST 2011 (SHORELINE PROFILE AND CROSS SECTIONS THROUGH CHANNEL).
4.

BEARINGS AND COORDINATES SHOWN HEREIN ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE (NAD 83/90).
5.

UPLAND TOPO (SHORELINE AND BEACH PROFILE CROSS SECTIONS) WAS PERFORMED BY HYATT SURVEY SERVICES, INC. IN AUGUST 2011. ALL OTHER UPLAND TOPOGRAPHY ARE SARASOTA COUNTY 1 FT CONTOURS, AS PROVIDED BY SWFWMD TO DETERMINE GENERAL DRAINAGE PATTERS.
6.

OFFSHORE CONTOURS ARE BASED ON HYDROGRAPHIC SURVEY DATA PERFORMED BY USACE IN 2011 FOR BEACH NOURISHMENT MONITORING.
7.

ALL DISTANCES FROM THE CCCL ARE MEASURED PERPENDICULAR.
8.

LOCATIONS, ELEVATIONS AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES ARE SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. THE CONTRACTOR SHALL VERIFY THE LOCATIONS, ELEVATIONS AND DIMENSIONS OF ALL EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES AFFECTING THIS WORK PRIOR TO CONSTRUCTION.
9.

PRIOR TO THE INITIATION OF SITE CONSTRUCTION, THE CONTRACTOR SHALL VERIFY ANY EXISTING UTILITIES INCLUDING GAS, WATER, ELECTRIC, CABLE TV, COMMUNICATIONS, SANITARY SEWERS AND STORM DRAINAGE SYSTEMS ON AND/OR ADJACENT TO THE SITE.
10.

THE CONTRACTOR SHALL EXERCISE CAUTION IN AREAS OF BURIED UTILITIES AND SHALL CALL "SUNSHINE ONE-CALL" AT 1-800-432-4770 AT LEAST 48 HOURS PRIOR TO CONSTRUCTION TO ARRANGE FOR FIELD LOCATIONS OF BURIED UTILITIES.
11.

THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING FACILITIES, ABOVE OR BELOW GROUND, THAT MAY OCCUR AS A RESULT OF THE WORK PERFORMED BY THE CONTRACTOR OR SUB-CONTRACTORS, AS CALLED FOR IN THESE CONTRACT DOCUMENTS.
12.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO BECOME FAMILIAR WITH THE PERMIT AND INSPECTION REQUIREMENTS SPECIFIED BY THE VARIOUS GOVERNMENTAL AGENCIES AND BY THE ENGINEER. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION AND SCHEDULE INSPECTIONS ACCORDING TO AGENCY INSTRUCTION/REQUIREMENTS, INCLUDING BUT NOT LIMITED TO CITY OF VENICE SITE PREPARATION AND FENCE PERMITS, NPDES CONSTRUCTION GENERIC PERMIT AND FDEP DEWATERING PERMIT.
13.

THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS, ON ALL MANUFACTURED ITEMS, TO THE OWNER'S ENGINEER FOR REVIEW. FAILURE TO OBTAIN REVIEW AND APPROVAL FROM BOTH THE ENGINEER OF RECORD AND THE CITY OF VENICE BEFORE INSTALLATION MAY RESULT IN REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.
14.

SAFETY:

A.

DURING THE CONSTRUCTION AND/OR MAINTENANCE OF THIS PROJECT, ALL SAFETY REGULATIONS ARE TO BE ENFORCED. THE CONTRACTOR OR HIS REPRESENTATIVE SHALL BE RESPONSIBLE FOR THE CONTROL AND SAFETY OF THE PUBLIC AND THE SAFETY OF HIS/HER PERSONNEL.

B.

LABOR SAFETY REGULATIONS SHALL CONFORM TO THE PROVISIONS SET FORTH BY OSHA IN THE FEDERAL REGISTER OF THE DEPARTMENT OF TRANSPORTATION.

C.

IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO COMPLY WITH AND TO ENFORCE ALL APPLICABLE SAFETY REGULATIONS. THE ABOVE INFORMATION HAS BEEN PROVIDED FOR THE CONTRACTOR'S INFORMATION ONLY AND DOES NOT IMPLY THAT THE OWNER OR ENGINEER WILL INSPECT AND/OR ENFORCE SAFETY REGULATIONS.
15.

15. THE GRAPHIC INFORMATION DEPICTED ON THESE PLANS HAS BEEN COMPILED TO PROPORTION BY SCALE AS ACCURATELY AS POSSIBLE. HOWEVER, DUE TO REPRODUCTION DISTORTION AND/OR REVISIONS, INFORMATION CONTAINED HEREIN IS NOT INTENDED TO BE SCALED FOR CONSTRUCTION PURPOSES.
16.

ALL SPECIFICATIONS AND DOCUMENTS REFERENCED HEREIN SHALL BE OF THE LATEST REVISION.
17.

WORK PERFORMED UNDER THIS CONTRACT SHALL INTERFACE SMOOTHLY WITH ANY OTHER WORK BEING PERFORMED ON SITE BY OTHER CONTRACTORS/SUBCONTRACTORS AND UTILITY COMPANIES. IT WILL BE NECESSARY FOR THE CONTRACTOR TO COORDINATE AND SCHEDULE HIS/HER ACTIVITIES ACCORDINGLY.
18.

THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED ON THIS PROJECT. CONTRACTOR'S BID SHALL INCLUDE CONSIDERATIONS FOR ADDRESSING THIS ISSUE.
19.

NO KNOWN WELLS CURRENTLY EXIST ON THIS SITE. ANY WELLS DISCOVERED DURING EXCAVATION, EARTHMOVING OR CONSTRUCTION MUST BE REPORTED TO SARASOTA COUNTY DEPARTMENT OF ENVIRONMENTAL HEALTH WITHIN 24 HOURS OF DISCOVERY. ANY WELLS DISCOVERED ON THIS SITE ARE TO BE PLUGGED BY A LICENSED WELL DRILLING CONTRACTOR IN AN APPROVED MANNER.
20.

ALL DISTURBED AREAS INCLUDING DRIVEWAYS, SIDEWALKS, MAILBOXES, FENCES, STREET SIGNS AND ANY OTHER EXISTING FACILITY SHALL BE RESTORED TO EQUAL OR BETTER THAN EXISTING CONDITIONS.
21.

IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE HOMEOWNERS REASONABLE ACCESS TO THEIR CONDOMINIUM UNITS AND THE BEACH AT ALL TIMES DURING CONSTRUCTION. THIS PROVISION SHALL BE INCIDENTAL TO THE COST OF THE PROJECT.
22.

THE EXHAUST SYSTEMS OF ALL GASOLINE AND DIESEL ENGINES SHALL BE EQUIPPED WITH MUFFLERS THAT MEET THE EQUIPMENT MANUFACTURER'S REQUIREMENTS FOR NOISE SUPPRESSION. DEWATERING EQUIPMENT WHICH MAY BE OPERATED CONTINUOUSLY MUST BE EQUIPPED WITH ADDITIONAL NOISE BARRIERS, SUCH AS AN INSULATED PLYWOOD SHIELD TO SUFFICIENTLY MUFFLE THE NOISE.

CLEARING AND SITE PREPARATION NOTES:

1.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER INSTALLATION OF THE EROSION CONTROL DEVICES, AS SHOWN ON THE CONSTRUCTION PLANS, PRIOR TO ANY CONSTRUCTION ACTIVITIES. REFER TO THE "EROSION CONTROL NOTES" SECTION CONTAINED HEREIN FOR ADDITIONAL REQUIREMENTS.
2.

PRIOR TO ANY SITE CLEARING, ALL TREES SHOWN TO REMAIN, AS INDICATED ON THE CONSTRUCTION PLANS, SHALL BE PROTECTED IN ACCORDANCE WITH LOCAL TREE ORDINANCES, AND DETAILS CONTAINED IN THESE PLANS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN THESE TREES IN GOOD CONDITION. NO TREE(S) SHOWN TO REMAIN SHALL BE REMOVED WITHOUT WRITTEN APPROVAL FROM THE OWNER AND THE LOCAL AGENCY HAVING JURISDICTION OVER THESE ACTIVITIES.
3.

THE CONTRACTOR SHALL CLEAR AND GRUB ONLY THOSE PORTIONS OF THE SITE NECESSARY FOR CONSTRUCTION. ALL DISTURBED AREAS MUST BE SEEDED, MULCHED, SODDED OR PLANTED WITH OTHER APPROVED LANDSCAPE MATERIAL IMMEDIATELY FOLLOWING CONSTRUCTION.
4.

THE TOP 4" TO 6" OF GROUND REMOVED DURING CLEARING AND GRUBBING ACTIVITIES SHALL BE STOCKPILED, TO BE USED FOR LANDSCAPING PURPOSES UNLESS OTHERWISE DIRECTED BY THE OWNER. REMAINING EARTHWORK THAT RESULTS FORM CLEARING AND GRUBBING OR SITE EXCAVATION IS TO BE UTILIZED ON-SITE, PROVIDED THE MATERIAL IS DEEMED SUITABLE BY THE OWNER'S SOILS TESTING COMPANY. INCOMPATIBLE MATERIAL IS TO BE REMOVED FROM THE SITE UPON APPROVAL BY ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ACQUIRING ANY PERMITS THAT ARE NECESSARY FOR REMOVING ANY MATERIAL FROM THE SITE.
5.

ALL EXISTING DEBRIS (ABOVE OR BELOW GROUND), CONSTRUCTION DEBRIS AND OTHER WASTE MATERIAL SHALL BE DISPOSED OF OFF-SITE BY THE CONTRACTOR IN ACCORDANCE WITH APPLICABLE REGULATORY AGENCY REQUIREMENTS.
6.

THE CONTRACTOR IS TO PREPARE THE SITE IN ACCORDANCE WITH THE SOILS REPORT, COPIES OF WHICH ARE AVAILABLE THROUGH THE OWNER OR SOILS TESTING COMPANY DIRECTLY.
7.

CONTRACTOR IS RESPONSIBLE FOR SECURING THE SITE AND PROPERTY.

EROSION CONTROL NOTES:

1.

CONTRACTOR IS TO PROVIDE EROSION CONTROL/SEDIMENTATION BARRIERS (SILTATION CURTAINS) TO PREVENT SILTATION OF ADJACENT PROPERTY, STREETS, STORM SEWER AND WATERWAYS. IN ADDITION, CONTRACTOR SHALL PLACE STRAW, MULCH, RIP-RAP/ROCK OR OTHER SUITABLE MATERIAL ON GROUND IN AREAS WHERE CONSTRUCTION RELATED TRAFFIC IS TO ENTER AND EXIT SITE. IF EXCESSIVE QUANTITIES OF EARTH ARE TRANSPORTED OFF-SITE EITHER BY NATURAL DRAINAGE OR BY VEHICULAR TRAFFIC, THE CONTRACTOR IS TO REMOVE SAID EARTH ON A DAILY BASIS TO THE SATISFACTION OF THE CITY AND THE ENGINEER.
2.

THE ENGINEER SHALL BE RESPONSIBLE FOR TURBIDITY TESTING TO ESTABLISH BACKGROUND LEVELS AND TESTING DURING CONSTRUCTION. THE CONTRACTOR SHALL LIMIT THE DISCHARGE OF TURBID WATERS OFF-SITE, OR INTO ON-SITE/OFF-SITE WETLANDS (IF APPLICABLE), TO NO MORE THAN 50 JTU'S (JACKSON TURBIDITY UNITS) OR 29 NTU'S (NEPHELOMETRIC TURBIDITY UNITS), ABOVE BACKGROUND LEVELS.
3.

IF WIND EROSION BECOMES SIGNIFICANT DURING CONSTRUCTION, THE CONTRACTOR SHALL STABILIZE THE AFFECTED AREA USING SPRINKLING, IRRIGATION OR OTHER ACCEPTABLE METHODS.
4.

CONTRACTOR SHALL INSPECT AND MAINTAIN, ON A DAILY BASIS, ALL EROSION/SEDIMENTATION CONTROL FACILITIES.
5.

THE CONTRACTOR SHALL ENSURE THAT SILTATION ACCUMULATIONS GREATER THAN THE LESSER OF 12 INCHES OR ONE-HALF THE DEPTH OF THE SILTATION CONTROL BARRIER SHALL BE IMMEDIATELY REMOVED AND PLACED IN UPLAND AREAS. BARRIERS ARE TO BE REPLACED IF DAMAGED.
6.

EROSION AND SEDIMENT CONTROL BMPS, IN ADDITION TO THOSE PRESENTED ON THE PLANS, SHALL BE IMPLEMENTED AS NECESSARY TO PREVENT TURBID DISCHARGES FROM FLOWING BEYOND DESIGNATED WORK AREAS, ONTO ADJACENT PROPERTIES OR ROADWAYS, OFF SITE STORMWATER CONVEYANCES OR RECEIVING WATERS OR ON SITE WETLANDS AND SURFACE WATERS. BMPS SHALL BE DESIGNED, INSTALLED AND MAINTAINED BY THE CONTRACTOR TO ENSURE THAT OFF SITE SURFACE WATER QUALITY REMAINS CONSISTENT WITH STATE AND LOCAL REGULATIONS.
7.

THE OPERATOR SHALL ENSURE THAT ADJACENT PROPERTIES ARE NOT IMPACTED BY WIND EROSION OR EMISSIONS OF UNCONFINED PARTICULATE MATTER IN ACCORDANCE WITH RULE 62-296.320(4)(C)1, F.A.C., BY TAKING APPROPRIATE MEASURES TO STABILIZE AFFECTED AREAS.
8.

FUEL AND OTHER PETROLEUM PRODUCT SPILLS THAT ENTER STORMWATER DRAINS OR WATERBODIES, OR FUEL AND OTHER PETROLEUM PRODUCT SPILLS THAT ARE IN EXCESS OF 25 GALLONS SHALL BE CONTAINED, CLEANED UP, AND IMMEDIATELY REPORTED TO WATER RESOURCES (PH: 941.861.5000; FAX: 941.861.0986). SMALLER GROUND SURFACE SPILLS SHALL BE CLEANED UP AS SOON AS PRACTICAL.
9.

IF CONTAMINATED SOIL AND/OR GROUNDWATER IS DISCOVERED DURING DEVELOPMENT OF THE SITE, ALL ACTIVITY IN THE VICINITY OF THE CONTAMINATION SHALL IMMEDIATELY CEASE, THE ENGINEER AND SARASOTA COUNTY WATER RESOURCES SHALL BE CONTACTED (PH: 941.861.5000; FAX: 941.861.0986).
10.

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM:

A.

NPDES CONSTRUCTION GENERIC PERMIT COVERAGE SHALL BE OBTAINED AT LEAST 48 HOURS IN ADVANCE OF CONSTRUCTION COMMENCEMENT IN ACCORDANCE WITH RULE 62-621.300(4)(A), F.A.C.

B.

A COPY OF THE CERTIFIED NPDES NOI, OR A COPY OF THE FDEP COVERAGE CONFIRMATION LETTER SHALL BE POSTED AT THE SITE IN ACCORDANCE WITH RULE 62-621.300(4)(A)PART III.C.2, F.A.C.

C.

A COPY OF THE CERTIFIED NPDES NOI, OR A COPY OF THE FDEP COVERAGE CONFIRMATION LETTER SHALL BE PROVIDED TO SARASOTA COUNTY IN ACCORDANCE WITH RULE 62-621.300(4)(A) PART III.D.1, F.A.C.

D.

THE SWPPP SHALL BE CERTIFIED IN ACCORDANCE WITH RULE 62-621.300(4)(A)PART V.D.6, F.A.C.

E.

A COPY OF THE SWPPP, AND COPIES OF THE INSPECTION AND MAINTENANCE RECORDS SHALL BE MAINTAINED AT THE PROJECT SITE, AND SHALL BE READILY AVAILABLE TO COUNTY OR STATE INSPECTORS.
11.

IF DEWATERING DISCHARGES WILL FLOW OFF SITE OR TO SURFACE WATERS APPROPRIATE DEP AUTHORIZATION SHALL BE OBTAINED PRIOR TO THE COMMENCEMENT OF DEWATERING.

FORTUITOUS FINDS STATEMENT

THE FOLLOWING REQUIREMENTS APPLY TO ALL BUILDING CONSTRUCTION OR ALTERATION, OR LAND ALTERATION ACTIVITIES IN ACCORDANCE WITH THE HISTORIC PRESERVATION CHAPTER OF APOXSEE:

- A.

IF EVIDENCE OF THE EXISTENCE OF HISTORIC RESOURCES IS DISCOVERED OR OBSERVED AT DEVELOPMENT SITES OR DURING DEVELOPMENT ACTIVITIES AFTER FINAL APPROVAL, ALL WORK SHALL CEASE IN THE AREA OF EFFECT AS DETERMINED BY THE DIRECTOR. THE DEVELOPER, OWNER, CONTRACTOR, OR AGENT THEREOF SHALL NOTIFY THE DIRECTOR OF HISTORICAL RESOURCES WITHIN TWO WORKING DAYS. EXAMPLES OF SUCH EVIDENCE INCLUDE WHOLE OR FRAGMENTARY STONE TOOLS, SHELL TOOLS, ABORIGINAL OR HISTORIC POTTERY, HISTORIC GLASS, HISTORIC BOTTLES, BONE TOOLS, HISTORIC BUILDING FOUNDATIONS, SHELL MOUNDS, SHELL MIDDENS, OR SAND MOUNDS. THE DIRECTOR SHALL ASSESS THE SIGNIFICANCE OF THE FINDS WITHIN THREE WORKING DAYS OF NOTIFICATION AND TO MITIGATE ANY ADVERSE EFFECTS SO AS TO MINIMIZE DELAYS TO DEVELOPMENT ACTIVITIES.
- B.

IF ANY HUMAN SKELETAL REMAINS OR ASSOCIATED BURIAL ARTIFACTS ARE DISCOVERED AT DEVELOPMENT SITES OR DURING DEVELOPMENT ACTIVITY, ALL WORK IN THE AREA MUST CEASE, AND THE PERMITTEE MUST IMMEDIATELY NOTIFY THE NEAREST LAW ENFORCEMENT OFFICE AND NOTIFY THE DIRECTOR OF HISTORICAL RESOURCES WITHIN TWO WORKING DAYS. ACCORDING TO CHAPTER 872, FLORIDA STATUTES, IT IS UNLAWFUL TO DISTURB, VANDALIZE, OR DAMAGE A HUMAN BURIAL.

CONSTRUCTION TOLERANCES

1.

THE HORIZONTAL TOLERANCE FOR THE DREDGE AREA IS 1 FT.
2.

THE VERTICAL TOLERANCE FOR DREDGE AREA IS 0.5 FT.

LEGEND

- 0.9

EXISTING ELEVATIONS (NAVD 88)
- 16

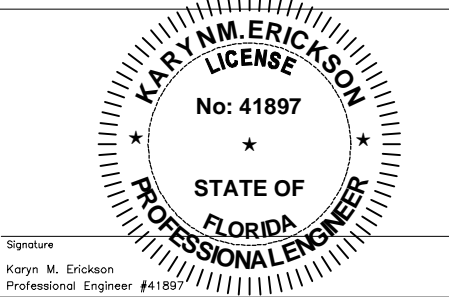
2011 USACE BEACH PROFILE ELEVATION
- WETLAND BOUNDARY (EXISTING DITCH SYSTEM)
- EXISTING EASEMENT
- CCCL
- EROSION CONTROL LINE
- MEAN HIGH WATER (MHW)
- 5 -----

SARASOTA COUNTY 1FT CONTOURS (NAVD 88)
- -16 -----

2011 USACE BEACH CONTOURS (NAVD 88)
- PROJECT AREA
- WM -----

8" WATERMAIN
- SS -----

SANITARY SEWER (GRAVITY)
- SILT FENCE
- REMOVAL OF EXOTIC VEGETATION
- EXCAVATION AREA
- RIP-RAP
- SEA PURSLANE
- DUNE VEGETATION
- SITE ACCESS
- CONSTRUCTION STAGING/DEWATERING AREA
- BAHIA SOD
- GEOMAT WITH NATIVE WETLAND PLANTINGS

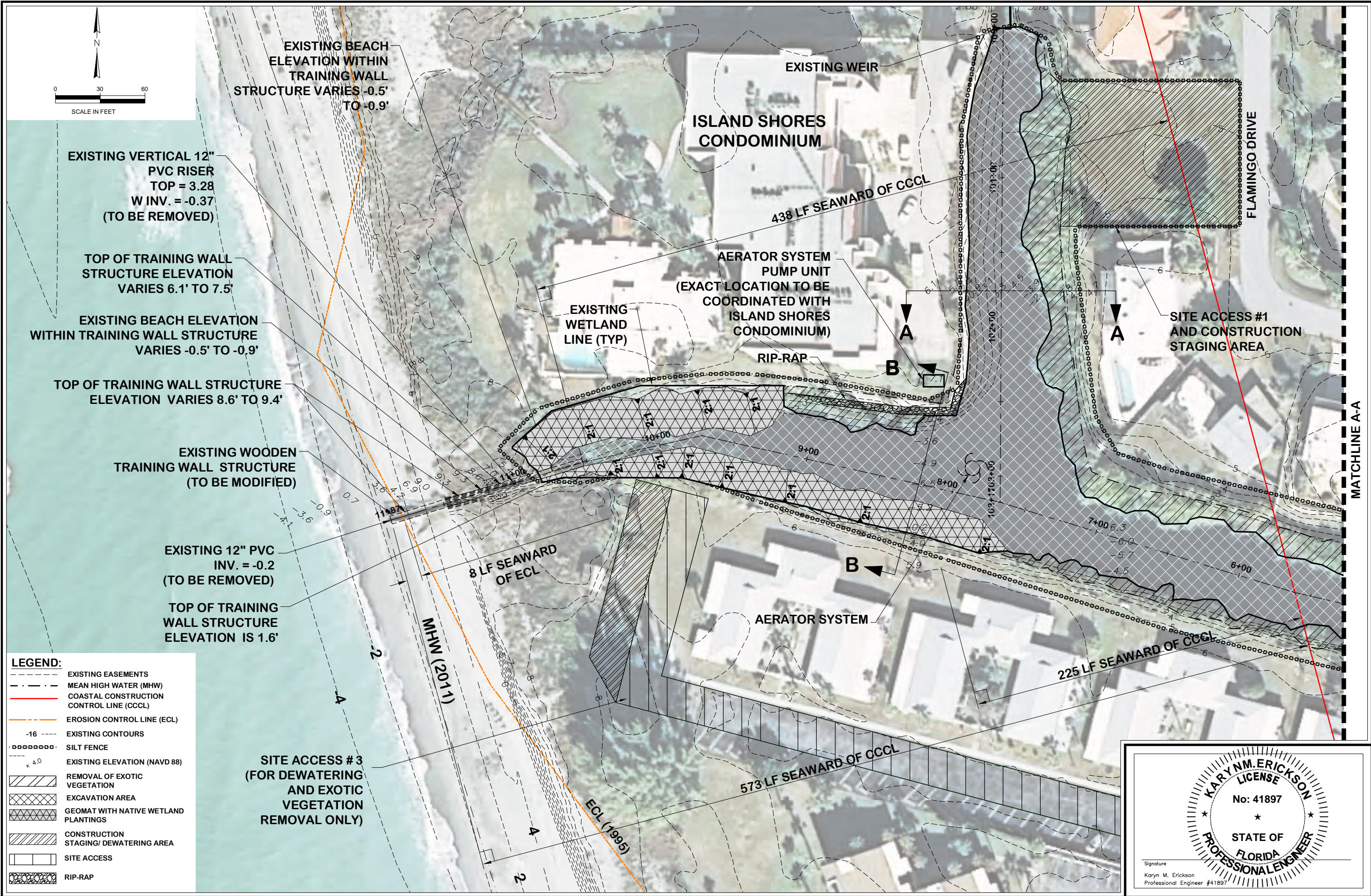


FLAMINGO DITCH
CITY OF VENICE, FLORIDA
CONSTRUCTION NOTES

Erickson Consulting Engineers, Inc.
7201 Delairey Court
Sarasota, FL 32420
(941) 373-6460

DRAWING NUMBER
C2
SHEET 2 OF 9

Z:\CADD_Graphics\US Projects\11-205_City of Venice\Construction\Flamingo\Flamingo Ditch Const Dwgs_Revise Project_Settled_2013.08.05.dwg Aug 05, 2013 4:13pm



REVISIONS			
REV.	DATE	BY	DESCRIPTION

DESIGNED	DRAWN	CHECKED	DATE	JOB NO.	SCALE
BC	AS	KE	08-02-13	11-205	AS NOTED

FLAMINGO DITCH
CITY OF VENICE, FLORIDA

SITE AND GRADING PLAN

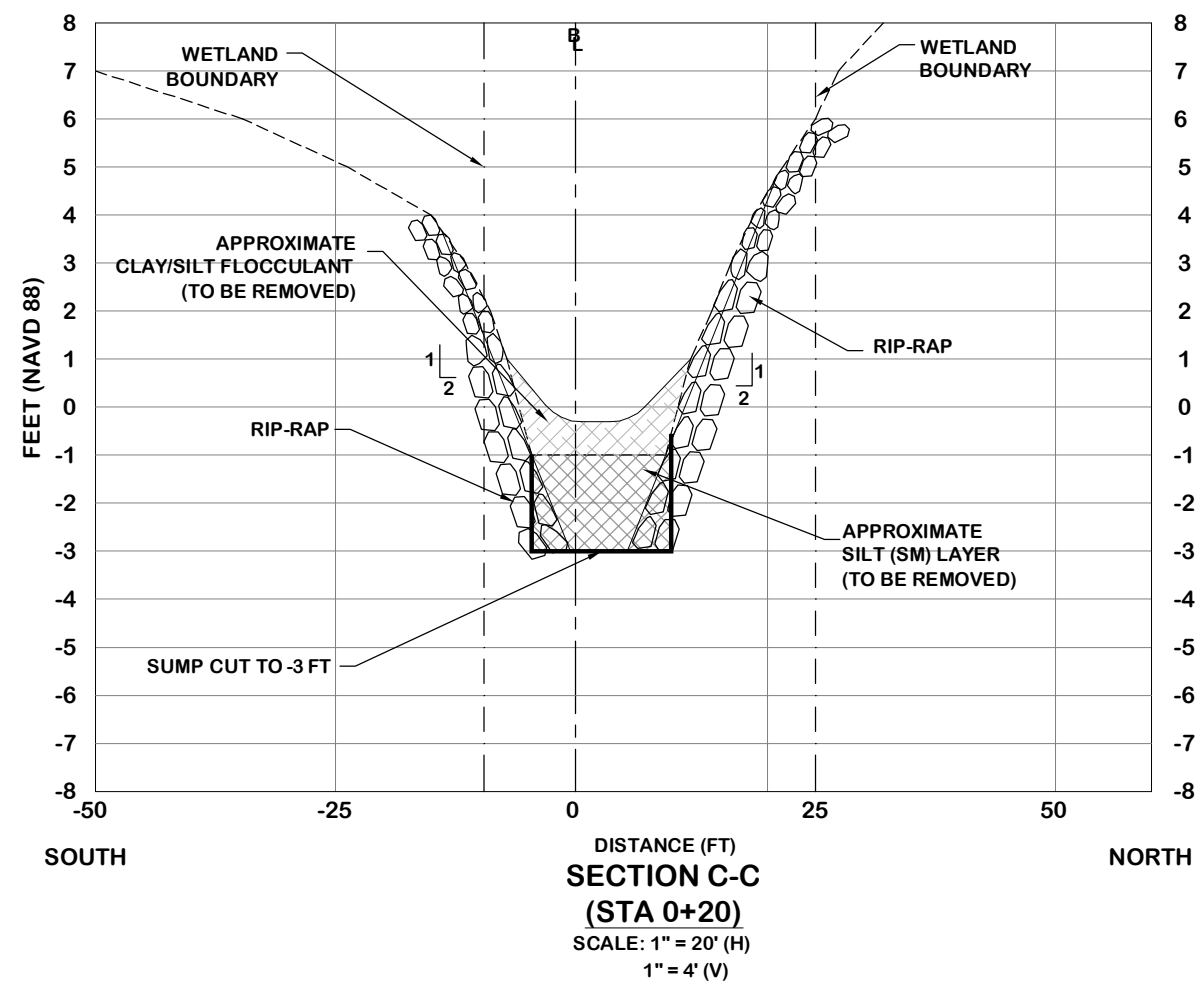
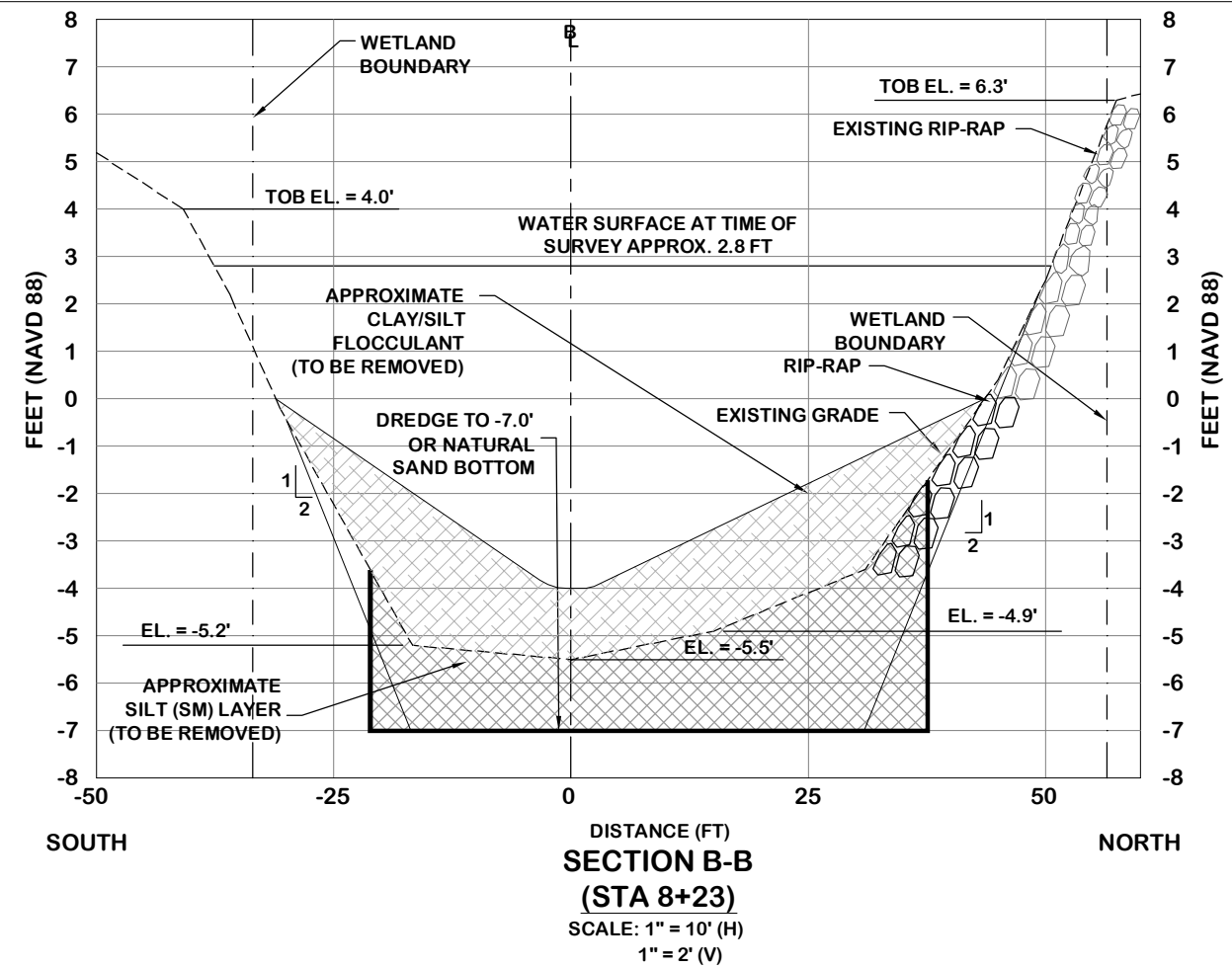
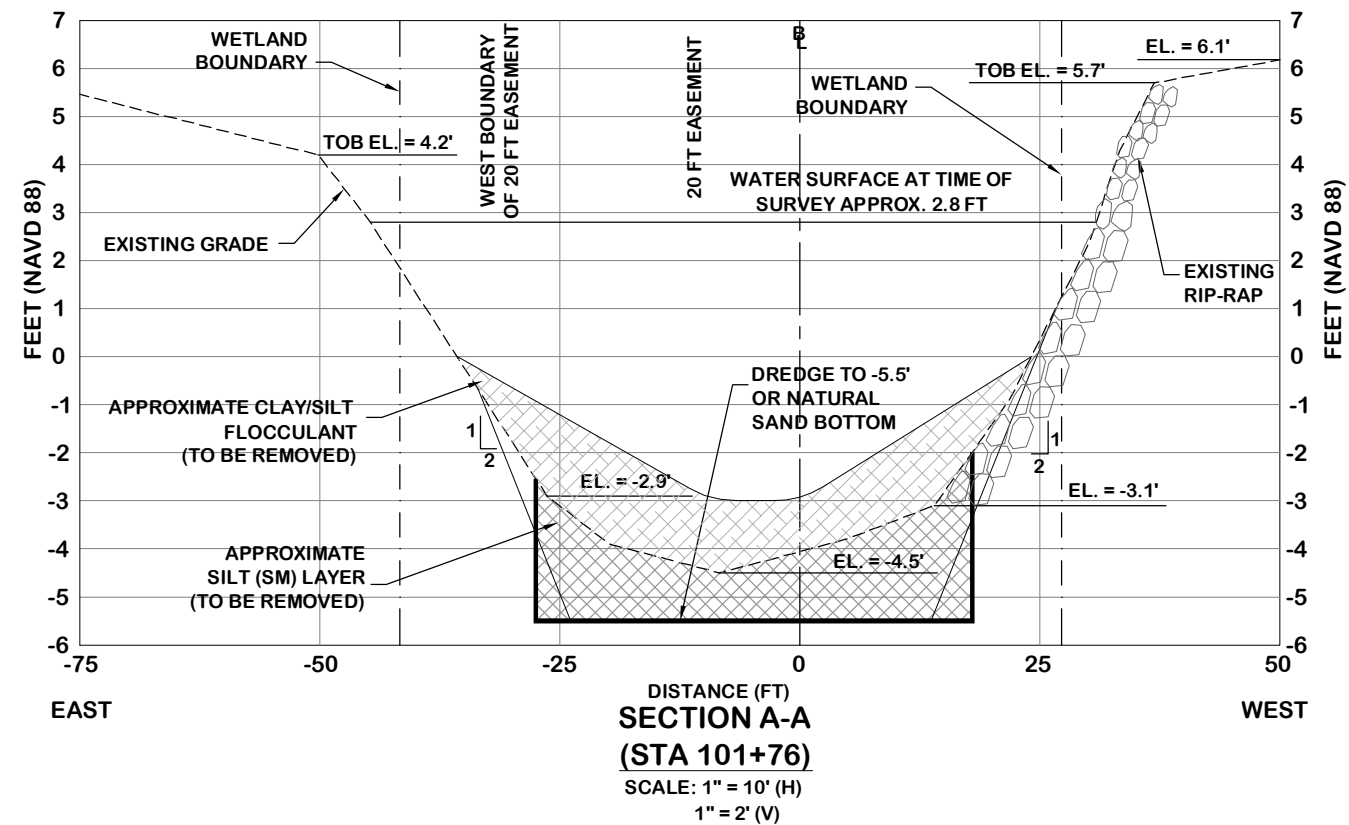
Erickson Consulting Engineers, Inc.
7201 Delaney Court
Sarasota, FL 34240
(941) 373-6460

ECE
Erickson Consulting Engineers

DRAWING NUMBER
C3

SHEET	OF
3	9


<p>Erickson Consulting Engineers, Inc.</p>		<p>7201 Delaney Court Sarasota, FL 32420 (941) 373-6460</p>	
<p>FLAMINGO DITCH CITY OF VENICE, FLORIDA</p>		<p>SITE AND GRADING PLAN</p>	
<p>DRAWING NUMBER</p> <p>C4</p>		<p>SHEET 4 OF 9</p>	



LEGEND:

— — — — — SURVEYED CROSS-SECTION

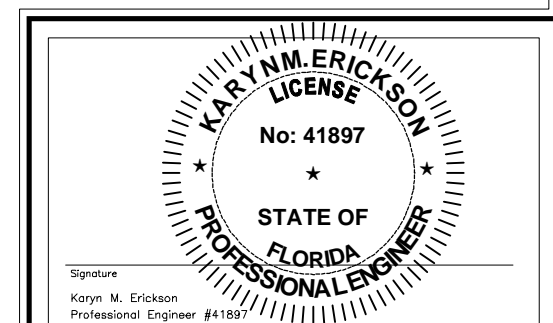
BOX CUT



**SILT (SM) LAYER
(TO BE REMOVED)**

**CLAY/SILT FLOCCULANT
(TO BE REMOVED)**

1 | DESIGN SLOPE



FLAMINGO DITCH
CITY OF VENICE, FLORIDA

CROSS SECTIONS

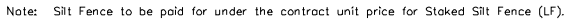
Erickson Consulting Engineers, Inc.

ECH
Erickson Consulting Engineers
Sarasota, FL 32420
(941) 373-6460

DRAWING NUMBER

C6

PAGE 6 OF 9



FDOT INDEX #102

1. TYPE III SILT FENCE TO BE USED AT MOST LOCATIONS. WHERE USED IN DITCHES, THE SPACING FOR TYPE III SILT FENCE SHALL BE IN ACCORDANCE WITH CHART 1, SHEET 1, FDOT INDEX #102.
2. DO NOT CONSTRUCT SILT FENCES ACROSS PERMANENT FLOWING WATERCOURSES. SILT FENCES ARE TO BE AT UPLAND LOCATIONS AND TURBIDITY BARRIERS USED AT PERMANENT BODIES OF WATER.
3. WHERE USED AS SLOPE PROTECTION, SILT FENCE IS TO BE CONSTRUCTED ON 0% LONGITUDINAL GRADE TO AVOID CHANNELIZING RUNOFF ALONG THE LENGTH OF THE FENCE.

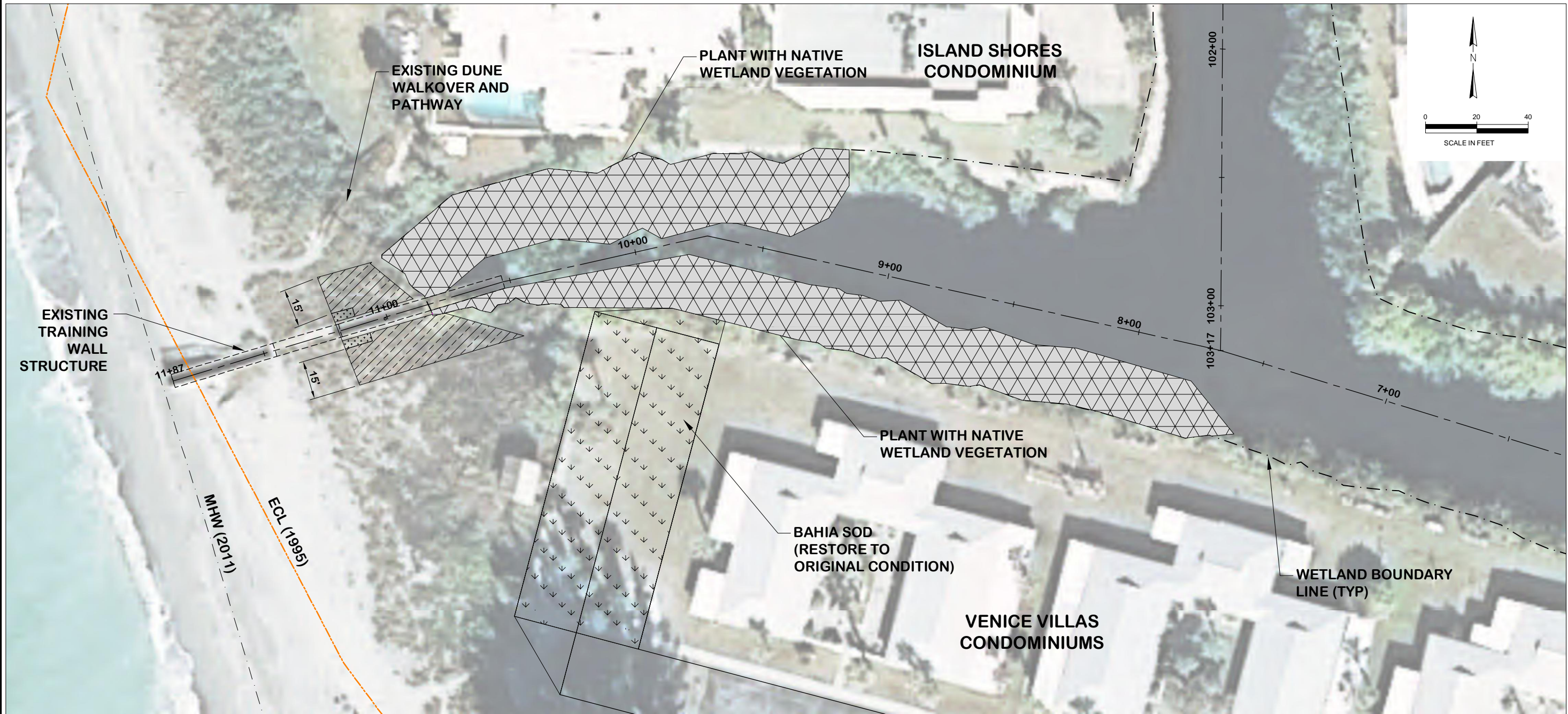
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Sarasota, FL 32420
(941) 373-6460

SHEET 7 OF 9

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- NOTES:**
1. PLANT SPACING @ 24" ON CENTER.
 2. PLANTS TO BE INSTALLED MANUALLY FROM PRE-FERTILIZED CONTAINERS.
 3. APPROXIMATELY 1,470 S.F. OF DUNE VEGETATION WILL BE IMPACTED AND REPLANTED.
 4. PROTECTION MEASURES WILL BE TAKEN TO PRESERVE ALL VEGETATION OUTSIDE THE LIMITS OF CONSTRUCTION.
 5. ALL VEGETATION TO BE PRESERVED WILL BE STAKED OUT AND FENCED PRIOR TO AND DURING CONSTRUCTION.
 6. DUNE VEGETATION CONSISTS OF 80% SEA OATS, 15% RAILROAD VINE AND 5% BEACH ELDER & SALT WORT.
 7. ALL IMPACTS TO EXISTING DUNE VEGETATION WITHIN THE AREAS IDENTIFIED WILL BE RE-PLANTED.
 8. WETLAND IMPACTS AND MITIGATION HAVE BEEN PERMITTED THROUGH SWFWMD.
 9. IN ALL AREAS WHERE EXOTIC VEGETATION IS REMOVED, AREA SHALL BE REPLANTED ACCORDING TO THE NATIVE SHORELINE PLANTING DETAIL

- LEGEND:**
- SEA PURSLANE (IMPACTED AND REPLACED)
 - DUNE VEGETATION (IMPACTED AND REPLACED, SEE NOTE 6)
 - BAHIA SOD
 - GEOMAT WITH NATIVE WETLAND PLANTINGS

Signature

Karyn M. Erickson
Professional Engineer #41897

REMARKS

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JOB NO. 11-205
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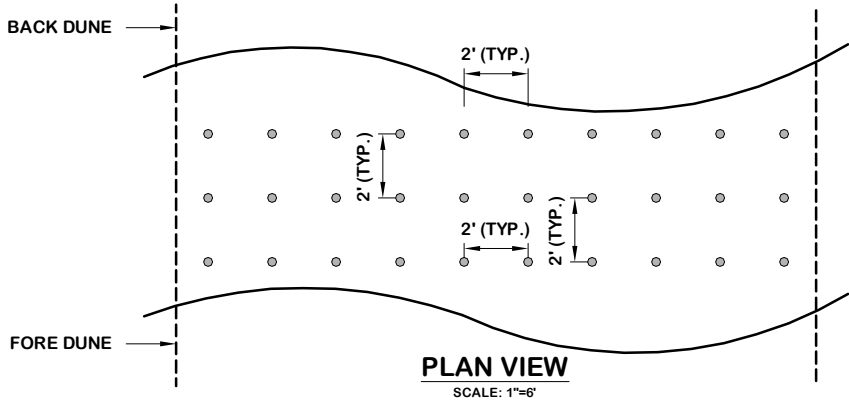
FLAMINGO DITCH
CITY OF VENICE, FLORIDA

VEGETATION PLANTING PLAN

Erickson Consulting Engineers, Inc.
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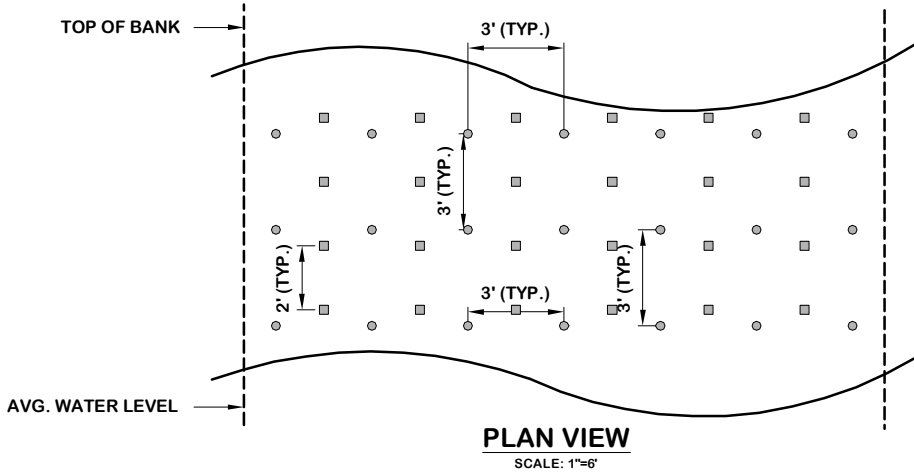
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SHEET 8 OF 9

SEA PURSLANE AND DUNE VEGETATION
MITIGATION TYPICAL LAYOUT



Type of Plant		Impacted Dune Vegetation	Replanted Dune Vegetation	Size	Spacing (ft, O.C.)	Quantity
Sea Purslane (Sesuvium portulacastrum)		70 SF	70 SF	1 Gallon	2	18
Dune Vegetation	Sea Oats (Uniola paniculata)	1,400 SF	1,120 SF	1 Gallon	2	280
	Railroad Vine (Ipomoea pes-caprae)		210 SF	1 Gallon	2	53
	Beach Elder (Iva imbricatal) & Saltwort (Batis maritima)		70 SF	1 Gallon	2	18
TOTAL		1,470 SF	1,470 SF	-	-	369

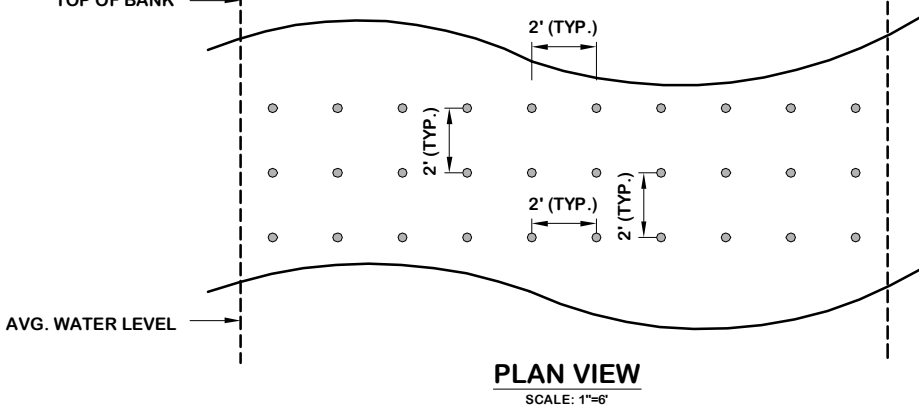
NATIVE SHORELINE PLANTING DETAIL
(BASE BID- SHRUB COVERAGE PLANTS)



Type of Plant	Impacted Wetland Vegetation	Replanted Wetland Vegetation
Mangove/Exotic Vegetation Mix	10,745 SF	10,745 SF
TOTAL	10,745 SF	10,745 SF

Species	% Cover of Species	Approx. Spacing	Size	Area (SF)	Quantity
Red mangrove (Rhizophora mangle)	40	3 ft O.C	3 Gallon	3,606	400
Sea grape (Coccoloba unitfera)	20	3 ft O.C	3 Gallon	1,803	200
Saltmarsh cordgrass (Spartina alterniflora)	40	2 ft O.C	1 Gallon	3,606	902
TOTAL	100	-	-	9,015	1,502

NATIVE SHORELINE PLANTING DETAIL
(ALTERNATIVE #1 - LOW GROWING PLANTS)



Type of Plant	Impacted Wetland Vegetation	Replanted Wetland Vegetation
Mangove/Exotic Vegetation Mix	10,745 SF	10,745 SF
TOTAL	10,745 SF	10,745 SF

Species	% Cover of Species	Approx. Spacing	Size	Area (SF)	Quantity
Saltmarsh cordgrass (Spartina alterniflora)	50	2 ft O.C	1 Gallon	4,508	1,127
Needle rush (Juncus roemerianus)	30	2 ft O.C	1 Gallon	2,704	676
Sand cordgrass (Spartina bakeri)	20	2 ft O.C	1 Gallon	1,803	451
TOTAL	100	-	-	9,015	2,254

KARYN M. ERICKSON

LICENSE

No: 41897

★

STATE OF FLORIDA

PROFESSIONAL ENGINEER

Signature

Karyn M. Erickson
Professional Engineer #41897

FLAMINGO DITCH
CITY OF VENICE, FLORIDA
VEGETATION PLANTING DETAILS

Erickson Consulting Engineers, Inc.

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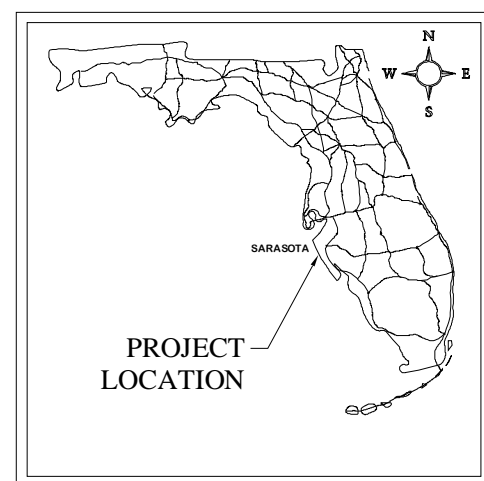
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CONSTRUCTION DRAWINGS

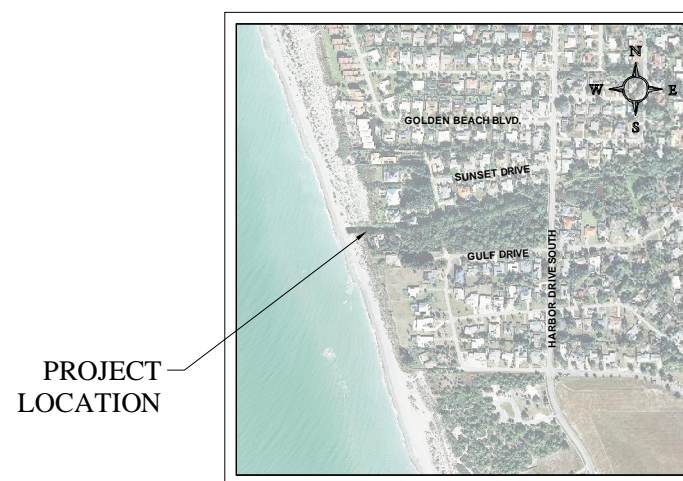
DEERTOWN GULLY OUTFALL IMPROVEMENTS

CITY OF VENICE, FLORIDA

13 - 39S - 18E



GENERAL LOCATION MAP



VICINITY MAP

DRAWING INDEX

- | | |
|---|-------------------------------|
| 1 | COVER SHEET |
| 2 | CONSTRUCTION NOTES |
| 3 | SITE PLAN |
| 4 | EXISTING LONGITUDINAL PROFILE |
| 5 | CROSS SECTIONS |
| 6 | VEGETATION PLANTING DETAILS |

Prepared For:
City of Venice
401 W. Venice Ave.
Venice Fl, 34285

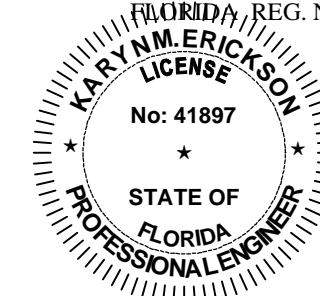
Prepared By:



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Sarasota FL, 34240
941-373-6460

Date: AUGUST, 2013

APPROVED BY: KARYN M. ERICKSON, PE
FLORIDA REG. No. 41879



Signature

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GENERAL NOTES:

1.

ALL BEACH COMPATIBLE MATERIAL SEAWARD OF THE CCCL IS TO REMAIN SEAWARD OF THE CCCL.
2.

SPOT REMOVAL OF FINE SEDIMENT/ ORGANIC MATTER, AS ENCOUNTERED, SHALL NOT EXCEED A DEPTH OF 5 FT BELOW MHW (MAXIMUM EXCAVATION EL.= -3.52 NAVD) OR A MAXIMUM VOLUME OF 500 C.Y.
3.

TYPE III SILT FENCING, PER FDOT STANDARD INDEX #102, IS REQUIRED ALONG THE LIMITS OF CONSTRUCTION, AS OUTLINED IN THESE PLANS.
4.

ELEVATIONS ARE IN FEET, RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), BY HYATT SURVEY SERVICES, INC, AUGUST 2011 (SHORELINE PROFILE AND CROSS SECTIONS THROUGH CHANNEL).
5.

BEARINGS AND COORDINATES SHOWN HEREIN ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE (NAD 83/90).
6.

UPLAND TOPO (SHORELINE AND BEACH PROFILE CROSS SECTIONS) WAS PERFORMED BY HYATT SURVEY SERVICES, INC. IN AUGUST 2011. ALL OTHER UPLAND TOPOGRAPHY ARE SARASOTA COUNTY 1 FT CONTOURS, AS PROVIDED BY SW TO DETERMINE GENERAL DRAINAGE PATTERS.
7.

OFFSHORE CONTOURS ARE BASED ON HYDROGRAPHIC SURVEY DATA PERFORMED BY USACE IN 2011 FOR BEACH NOURISHMENT MONITORING.
8.

ALL DISTANCES FROM THE CCCL ARE MEASURED PERPENDICULAR.
9.

LOCATIONS, ELEVATIONS AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES ARE SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. THE CONTRACTOR SHALL VERIFY THE LOCATIONS, ELEVATIONS AND DIMENSIONS OF ALL EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES AFFECTING THIS WORK PRIOR TO CONSTRUCTION.
10.

PRIOR TO THE INITIATION OF SITE CONSTRUCTION, THE CONTRACTOR SHALL VERIFY ANY EXISTING UTILITIES INCLUDING GAS, WATER, ELECTRIC, CABLE TV, COMMUNICATIONS, SANITARY SEWERS AND STORM DRAINAGE SYSTEMS ON AND/OR ADJACENT TO THE SITE.
11.

THE CONTRACTOR SHALL EXERCISE CAUTION IN AREAS OF BURIED UTILITIES AND SHALL CALL "SUNSHINE ONE-CALL" AT 1-800-432-4770 AT LEAST 48 HOURS PRIOR TO CONSTRUCTION TO ARRANGE FOR FIELD LOCATIONS OF BURIED UTILITIES.
12.

THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING FACILITIES, ABOVE OR BELOW GROUND, THAT MAY OCCUR AS A RESULT OF THE WORK PERFORMED BY THE CONTRACTOR OR SUB-CONTRACTORS, AS CALLED FOR IN THESE CONTRACT DOCUMENTS.
13.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO BECOME FAMILIAR WITH THE PERMIT AND INSPECTION REQUIREMENTS SPECIFIED BY THE VARIOUS GOVERNMENTAL AGENCIES AND BY THE ENGINEER. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION AND SCHEDULE INSPECTIONS ACCORDING TO AGENCY INSTRUCTION/REQUIREMENTS, INCLUDING BUT NOT LIMITED TO CITY OF VENICE SITE PREPARATION AND FENCE PERMITS, NPDES CONSTRUCTION GENERIC PERMIT AND FDEP DEWATERING PERMIT.
14.

THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS, ON ALL MANUFACTURED ITEMS, TO THE OWNER'S ENGINEER FOR REVIEW. FAILURE TO OBTAIN REVIEW AND APPROVAL FROM BOTH THE ENGINEER OF RECORD AND THE CITY OF VENICE BEFORE INSTALLATION MAY RESULT IN REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.
15.

SAFETY:

A.

DURING THE CONSTRUCTION AND/OR MAINTENANCE OF THIS PROJECT, ALL SAFETY REGULATIONS ARE TO BE ENFORCED. THE CONTRACTOR OR HIS REPRESENTATIVE SHALL BE RESPONSIBLE FOR THE CONTROL AND SAFETY OF THE PUBLIC AND THE SAFETY OF HIS/HER PERSONNEL.

B.

LABOR SAFETY REGULATIONS SHALL CONFORM TO THE PROVISIONS SET FORTH BY OSHA IN THE FEDERAL REGISTER OF THE DEPARTMENT OF TRANSPORTATION.

C.

IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO COMPLY WITH AND TO ENFORCE ALL APPLICABLE SAFETY REGULATIONS. THE ABOVE INFORMATION HAS BEEN PROVIDED FOR THE CONTRACTOR'S INFORMATION ONLY AND DOES NOT IMPLY THAT THE OWNER OR ENGINEER WILL INSPECT AND/OR ENFORCE SAFETY REGULATIONS.
16.

16. THE GRAPHIC INFORMATION DEPICTED ON THESE PLANS HAS BEEN COMPILED TO PROPORTION BY SCALE AS ACCURATELY AS POSSIBLE. HOWEVER, DUE TO REPRODUCTION DISTORTION AND/OR REVISIONS, INFORMATION CONTAINED HEREIN IS NOT INTENDED TO BE SCALED FOR CONSTRUCTION PURPOSES.
17.

17. ALL SPECIFICATIONS AND DOCUMENTS REFERENCED HEREIN SHALL BE OF THE LATEST REVISION.
18.

WORK PERFORMED UNDER THIS CONTRACT SHALL INTERFACE SMOOTHLY WITH ANY OTHER WORK BEING PERFORMED ON SITE BY OTHER CONTRACTORS/SUBCONTRACTORS AND UTILITY COMPANIES. IT WILL BE NECESSARY FOR THE CONTRACTOR TO COORDINATE AND SCHEDULE HIS/HER ACTIVITIES ACCORDINGLY.
19.

THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED ON THIS PROJECT. CONTRACTOR'S BID SHALL INCLUDE CONSIDERATIONS FOR ADDRESSING THIS ISSUE.
20.

NO KNOWN WELLS CURRENTLY EXIST ON THIS SITE. ANY WELLS DISCOVERED DURING EXCAVATION, EARTHMOVING OR CONSTRUCTION MUST BE REPORTED TO SARASOTA COUNTY DEPARTMENT OF ENVIRONMENTAL HEALTH WITHIN 24 HOURS OF DISCOVERY. ANY WELLS DISCOVERED ON THIS SITE ARE TO BE PLUGGED BY A LICENSED WELL DRILLING CONTRACTOR IN AN APPROVED MANNER.
21.

ALL DISTURBED AREAS INCLUDING DRIVEWAYS, SIDEWALKS, MAILBOXES, FENCES, STREET SIGNS AND ANY OTHER EXISTING FACILITY SHALL BE RESTORED TO EQUAL OR BETTER THAN EXISTING CONDITIONS.
22.

IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE HOMEOWNERS REASONABLE ACCESS TO THEIR CONDOMINIUM UNITS AND THE BEACH AT ALL TIMES DURING CONSTRUCTION. THIS PROVISION SHALL BE INCIDENTAL TO THE COST OF THE PROJECT.
23.

THE EXHAUST SYSTEMS OF ALL GASOLINE AND DIESEL ENGINES SHALL BE EQUIPPED WITH MUFFLERS THAT MEET THE EQUIPMENT MANUFACTURER'S REQUIREMENTS FOR NOISE SUPPRESSION. DEWATERING EQUIPMENT WHICH MAY BE OPERATED CONTINUOUSLY MUST BE EQUIPPED WITH ADDITIONAL NOISE BARRIERS, SUCH AS AN INSULATED PLYWOOD SHIELD TO SUFFICIENTLY MUFFLE THE NOISE.

CLEARING AND SITE PREPARATION NOTES:

1.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER INSTALLATION OF THE EROSION CONTROL DEVICES, AS SHOWN ON THE CONSTRUCTION PLANS, PRIOR TO ANY CONSTRUCTION ACTIVITIES. REFER TO THE "EROSION CONTROL NOTES" SECTION CONTAINED HEREIN FOR ADDITIONAL REQUIREMENTS.
2.

PRIOR TO ANY SITE CLEARING, ALL TREES SHOWN TO REMAIN, SHALL BE FLAGGED AND SHALL BE PROTECTED IN ACCORDANCE WITH LOCAL TREE ORDINANCES. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO MAINTAIN THESE TREES IN GOOD CONDITION. ONLY DEBRIS AND FALLEN TREES SHALL BE REMOVED AS PART OF THIS PROJECT. NO TREE(S) SHOWN TO REMAIN SHALL BE REMOVED WITHOUT WRITTEN APPROVAL FROM THE OWNER AND THE LOCAL AGENCY HAVING JURISDICTION OVER THESE ACTIVITIES.
3.

ALL EXISTING DEBRIS (ABOVE OR BELOW GROUND), CONSTRUCTION DEBRIS AND OTHER WASTE MATERIAL SHALL BE DISPOSED OF OFF-SITE BY THE CONTRACTOR IN ACCORDANCE WITH APPLICABLE REGULATORY AGENCY REQUIREMENTS.
4.

CONTRACTOR IS RESPONSIBLE FOR SECURING THE SITE AND PROPERTY.

EROSION CONTROL NOTES:

1.

CONTRACTOR IS TO PROVIDE EROSION CONTROL/SEDIMENTATION BARRIERS (SILTATION CURTAINS) TO PREVENT SILTATION OF ADJACENT PROPERTY, STREETS, STORM SEWER AND WATERWAYS. IN ADDITION, CONTRACTOR SHALL PLACE STRAW, MULCH, RIP-RAP/ROCK OR OTHER SUITABLE MATERIAL ON GROUND IN AREAS WHERE CONSTRUCTION RELATED TRAFFIC IS TO ENTER AND EXIT SITE. IF EXCESSIVE QUANTITIES OF EARTH ARE TRANSPORTED OFF-SITE EITHER BY NATURAL DRAINAGE OR BY VEHICULAR TRAFFIC, THE CONTRACTOR IS TO REMOVE SAID EARTH ON A DAILY BASIS TO THE SATISFACTION OF THE CITY AND THE ENGINEER.
2.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR TURBIDITY TESTING TO ESTABLISH BACKGROUND LEVELS AND TESTING DURING CONSTRUCTION. THE CONTRACTOR SHALL LIMIT THE DISCHARGE OF TURBID WATERS OFF-SITE, OR INTO ON-SITE/OFF-SITE WETLANDS (IF APPLICABLE), TO NO MORE THAN 50 JTU'S (JACKSON TURBIDITY UNITS) OR 29 NTU'S (NEPHELOMETRIC TURBIDITY UNITS), ABOVE BACKGROUND LEVELS.
3.

IF WIND EROSION BECOMES SIGNIFICANT DURING CONSTRUCTION, THE CONTRACTOR SHALL STABILIZE THE AFFECTED AREA USING SPRINKLING, IRRIGATION OR OTHER ACCEPTABLE METHODS.
4.

CONTRACTOR SHALL INSPECT AND MAINTAIN, ON A DAILY BASIS, ALL EROSION/SEDIMENTATION CONTROL FACILITIES.
5.

THE CONTRACTOR SHALL ENSURE THAT SILTATION ACCUMULATIONS GREATER THAN THE LESSER OF 12 INCHES OR ONE-HALF THE DEPTH OF THE SILTATION CONTROL BARRIER SHALL BE IMMEDIATELY REMOVED AND PLACED IN UPLAND AREAS. BARRIERS ARE TO BE REPLACED IF DAMAGED.
6.

EROSION AND SEDIMENT CONTROL BMPS, IN ADDITION TO THOSE PRESENTED ON THE PLANS, SHALL BE IMPLEMENTED AS NECESSARY TO PREVENT TURBID DISCHARGES FROM FLOWING BEYOND DESIGNATED WORK AREAS, ONTO ADJACENT PROPERTIES OR ROADWAYS, OFF SITE STORMWATER CONVEYANCES OR RECEIVING WATERS OR ON SITE WETLANDS AND SURFACE WATERS. BMPS SHALL BE DESIGNED, INSTALLED AND MAINTAINED BY THE CONTRACTOR TO ENSURE THAT OFF SITE SURFACE WATER QUALITY REMAINS CONSISTENT WITH STATE AND LOCAL REGULATIONS.
7.

THE OPERATOR SHALL ENSURE THAT ADJACENT PROPERTIES ARE NOT IMPACTED BY WIND EROSION OR EMISSIONS OF UNCONFINED PARTICULATE MATTER IN ACCORDANCE WITH RULE 62-296.320(4)(C)1, F.A.C., BY TAKING APPROPRIATE MEASURES TO STABILIZE AFFECTED AREAS.
8.

FUEL AND OTHER PETROLEUM PRODUCT SPILLS THAT ENTER STORMWATER DRAINS OR WATERBODIES, OR FUEL AND OTHER PETROLEUM PRODUCT SPILLS THAT ARE IN EXCESS OF 25 GALLONS SHALL BE CONTAINED, CLEANED UP, AND IMMEDIATELY REPORTED TO WATER RESOURCES (PH: 941.861.5000; FAX: 941.861.0986). SMALLER GROUND SURFACE SPILLS SHALL BE CLEANED UP AS SOON AS PRACTICAL.
9.

IF CONTAMINATED SOIL AND/OR GROUNDWATER IS DISCOVERED DURING DEVELOPMENT OF THE SITE, ALL ACTIVITY IN THE VICINITY OF THE CONTAMINATION SHALL IMMEDIATELY CEASE, THE ENGINEER AND SARASOTA COUNTY WATER RESOURCES SHALL BE CONTACTED (PH: 941.861.5000; FAX: 941.861.0986).
10.

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM:

A.

NPDES CONSTRUCTION GENERIC PERMIT COVERAGE SHALL BE OBTAINED AT LEAST 48 HOURS IN ADVANCE OF CONSTRUCTION COMMENCEMENT IN ACCORDANCE WITH RULE 62-621.300(4)(A), F.A.C.

B.

A COPY OF THE CERTIFIED NPDES NOI, OR A COPY OF THE FDEP COVERAGE CONFIRMATION LETTER SHALL BE POSTED AT THE SITE IN ACCORDANCE WITH RULE 62-621.300(4)(A)PART III.C.2, F.A.C.

C.

A COPY OF THE CERTIFIED NPDES NOI, OR A COPY OF THE FDEP COVERAGE CONFIRMATION LETTER SHALL BE PROVIDED TO SARASOTA COUNTY IN ACCORDANCE WITH RULE 62-621.300(4)(A) PART III.D.1, F.A.C.

D.

THE SWPPP SHALL BE CERTIFIED IN ACCORDANCE WITH RULE 62-621.300(4)(A)PART V.D.6, F.A.C.

E.

A COPY OF THE SWPPP, AND COPIES OF THE INSPECTION AND MAINTENANCE RECORDS SHALL BE MAINTAINED AT THE PROJECT SITE, AND SHALL BE READILY AVAILABLE TO COUNTY OR STATE INSPECTORS.
11.

IF DEWATERING DISCHARGES WILL FLOW OFF SITE OR TO SURFACE WATERS APPROPRIATE DEP AUTHORIZATION SHALL BE OBTAINED PRIOR TO THE COMMENCEMENT OF DEWATERING.

FORTUITOUS FINDS STATEMENT

THE FOLLOWING REQUIREMENTS APPLY TO ALL BUILDING CONSTRUCTION OR ALTERATION, OR LAND ALTERATION ACTIVITIES IN ACCORDANCE WITH THE HISTORIC PRESERVATION CHAPTER OF APOXSEE:

- A.

IF EVIDENCE OF THE EXISTENCE OF HISTORIC RESOURCES IS DISCOVERED OR OBSERVED AT DEVELOPMENT SITES OR DURING DEVELOPMENT ACTIVITIES AFTER FINAL APPROVAL, ALL WORK SHALL CEASE IN THE AREA OF EFFECT AS DETERMINED BY THE DIRECTOR. THE DEVELOPER, OWNER, CONTRACTOR, OR AGENT THEREOF SHALL NOTIFY THE DIRECTOR OF HISTORICAL RESOURCES WITHIN TWO WORKING DAYS. EXAMPLES OF SUCH EVIDENCE INCLUDE WHOLE OR FRAGMENTARY STONE TOOLS, SHELL TOOLS, ABORIGINAL OR HISTORIC POTTERY, HISTORIC GLASS, HISTORIC BOTTLES, BONE TOOLS, HISTORIC BUILDING FOUNDATIONS, SHELL MOUNDS, SHELL MIDDENS, OR SAND MOUNDS. THE DIRECTOR SHALL ASSESS THE SIGNIFICANCE OF THE FINDS WITHIN THREE WORKING DAYS OF NOTIFICATION AND TO MITIGATE ANY ADVERSE EFFECTS SO AS TO MINIMIZE DELAYS TO DEVELOPMENT ACTIVITIES.
- B.

IF ANY HUMAN SKELETAL REMAINS OR ASSOCIATED BURIAL ARTIFACTS ARE DISCOVERED AT DEVELOPMENT SITES OR DURING DEVELOPMENT ACTIVITY, ALL WORK IN THE AREA MUST CEASE, AND THE PERMITEE MUST IMMEDIATELY NOTIFY THE NEAREST LAW ENFORCEMENT OFFICE AND NOTIFY THE DIRECTOR OF HISTORICAL RESOURCES WITHIN TWO WORKING DAYS. ACCORDING TO CHAPTER 872, FLORIDA STATUTES, IT IS UNLAWFUL TO DISTURB, VANDALIZE, OR DAMAGE A HUMAN BURIAL.

CONSTRUCTION TOLERANCES

1.

THE HORIZONTAL TOLERANCE FOR THE DREDGE AREA IS 1 FT.
2.

THE VERTICAL TOLERANCE FOR DREDGE AREA IS 0.5 FT.

LEGEND

- 0.9

EXISTING ELEVATIONS (NAVD 88)
- 16

2011 USACE BEACH PROFILE ELEVATION
- WETLAND BOUNDARY (EXISTING DITCH SYSTEM)
- CCCL
- EROSION CONTROL LINE
- MEAN HIGH WATER (MHW)
- -16 -----

2011 USACE BEACH CONTOURS (NAVD 88)
- DEBRIS/EXOTIC VEGETATION REMOVAL AND SPOT REMOVAL OF FINE SEDIMENT AS ENCOUNTERED (42,436 SF / 0.97 ACRES)
- EXOTIC VEGETATION REMOVAL ONLY (996 SF/ 0.02 ACRES)
- SITE ACCESS

Erickson Consulting Engineers, Inc.

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(941) 373-6460

DEERTOWN GULLY
CITY OF VENICE, FLORIDA

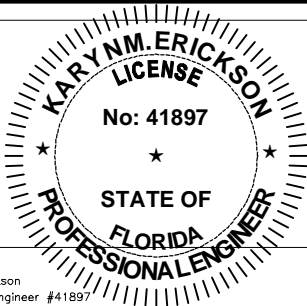
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REMARKS

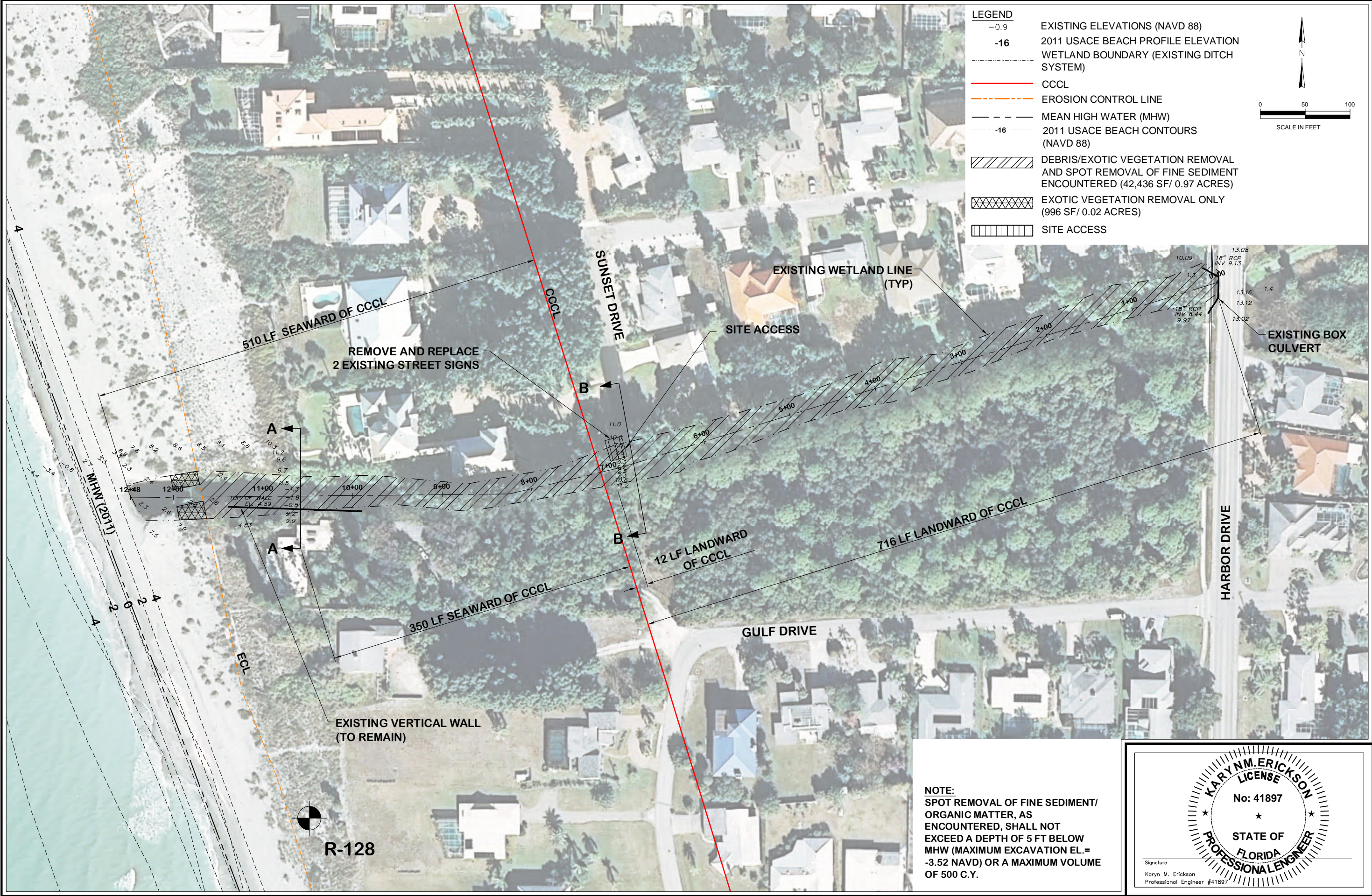
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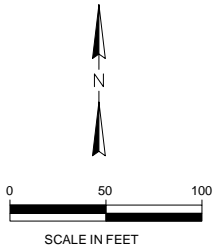


Signature
Karyn M. Erickson
Professional Engineer #41897

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- LEGEND**
- 0.9 EXISTING ELEVATIONS (NAVD 88)
 - 16 2011 USACE BEACH PROFILE ELEVATION
 - WETLAND BOUNDARY (EXISTING DITCH SYSTEM)
 - CCCL
 - EROSION CONTROL LINE
 - MEAN HIGH WATER (MHW)
 - 16 2011 USACE BEACH CONTOURS (NAVD 88)
 - DEBRIS/EXOTIC VEGETATION REMOVAL AND SPOT REMOVAL OF FINE SEDIMENT ENCOUNTERED (42,436 SF/ 0.97 ACRES)
 - EXOTIC VEGETATION REMOVAL ONLY (996 SF/ 0.02 ACRES)
 - SITE ACCESS



REVISIONS	
REV. NO.	DATE

DESIGNED	DRAWN	CHECKED	DATE	JOB NO.	SCALE
BC	AS	KE	08-02-13	11-205	AS NOTED

DEERTOWN GULLY
CITY OF VENICE, FLORIDA

SITE PLAN

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Sarasota, FL 32420
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Erickson Consulting Engineers

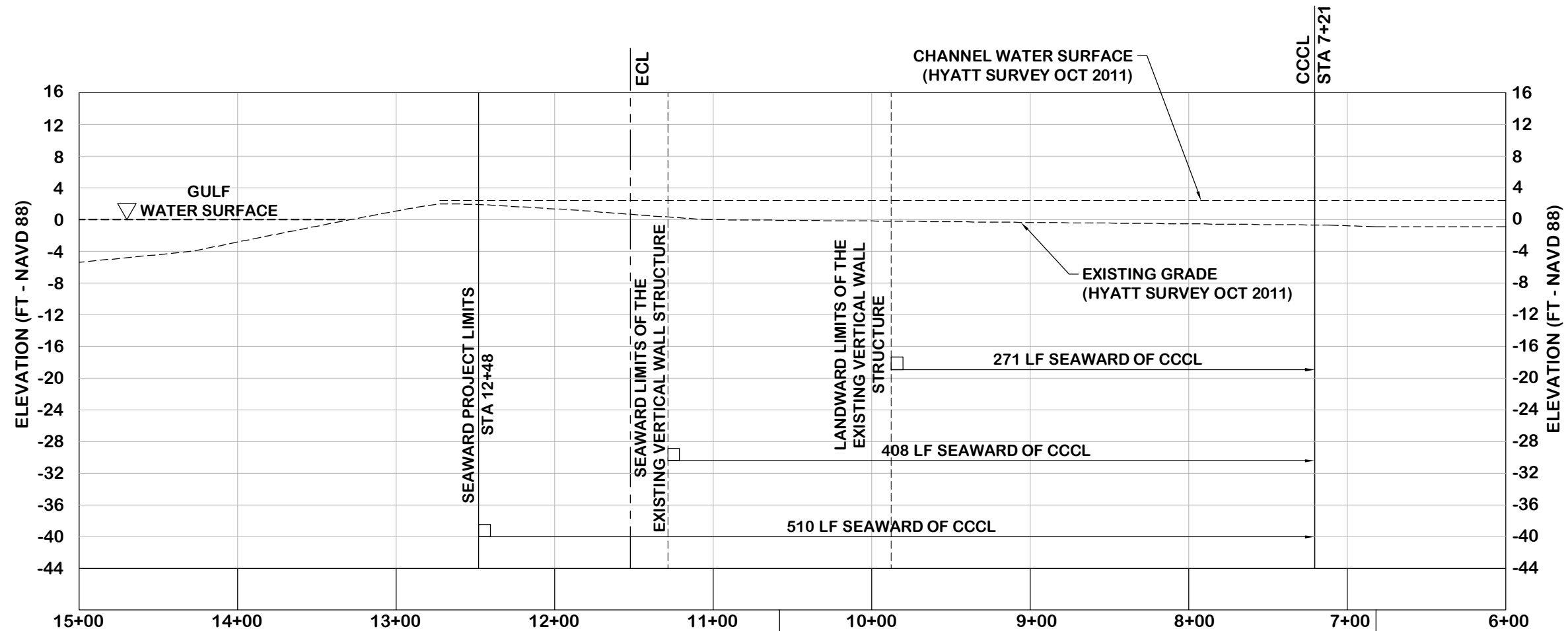
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C3
SHEET 3 OF 6

NOTE:
SPOT REMOVAL OF FINE SEDIMENT/
ORGANIC MATTER, AS
ENCOUNTERED, SHALL NOT
EXCEED A DEPTH OF 5 FT BELOW
MHW (MAXIMUM EXCAVATION EL.=
-3.52 NAVD) OR A MAXIMUM VOLUME
OF 500 C.Y.

Signature

Karyn M. Erickson
Professional Engineer #41897

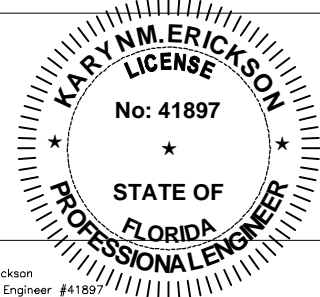
KARYN M. ERICKSON
LICENSE
No: 41897
STATE OF
FLORIDA
PROFESSIONAL ENGINEER



NOTE
**ALL DISTANCES FROM THE CCCL ARE
MEASURED PERPENDICULAR**

EXISTING DEERTOWN GULLY LONGITUDINAL PROFILE

SCALE: 1"=40' (H)
1"=8' (V)



Signature
Karyn M. Erickson
Professional Engineer #41897

[illegible]

DESIGNED BC	DRAWN AS	CHECKED KE
DATE: 08-02-13		
JOB NO. 11-205		
SCALE: AS NOTED		

DEERTOWN GULLY
CITY OF VENICE, FLORIDA

EXISTING LONGITUDINAL PROFILE

Erickson Consulting Engineers, Inc.

ECE
Erickson Consulting Engineers

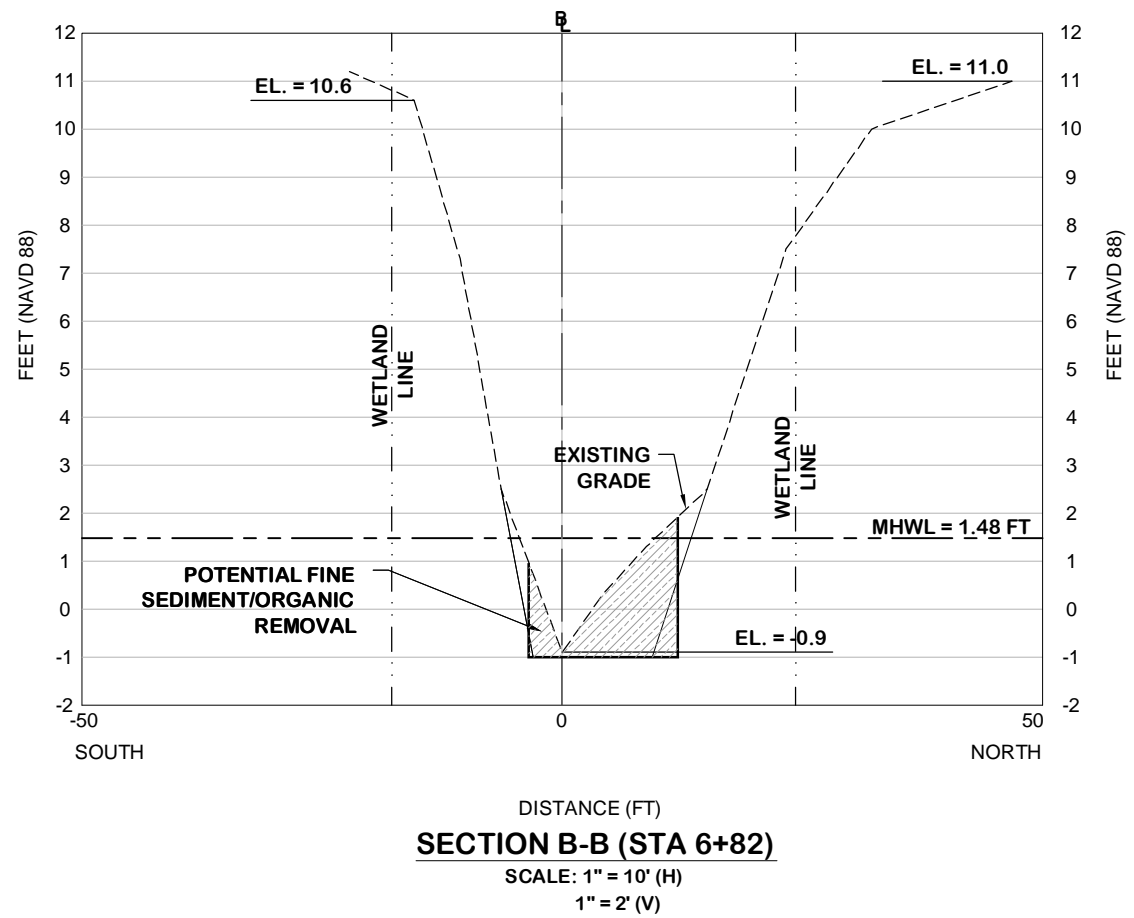
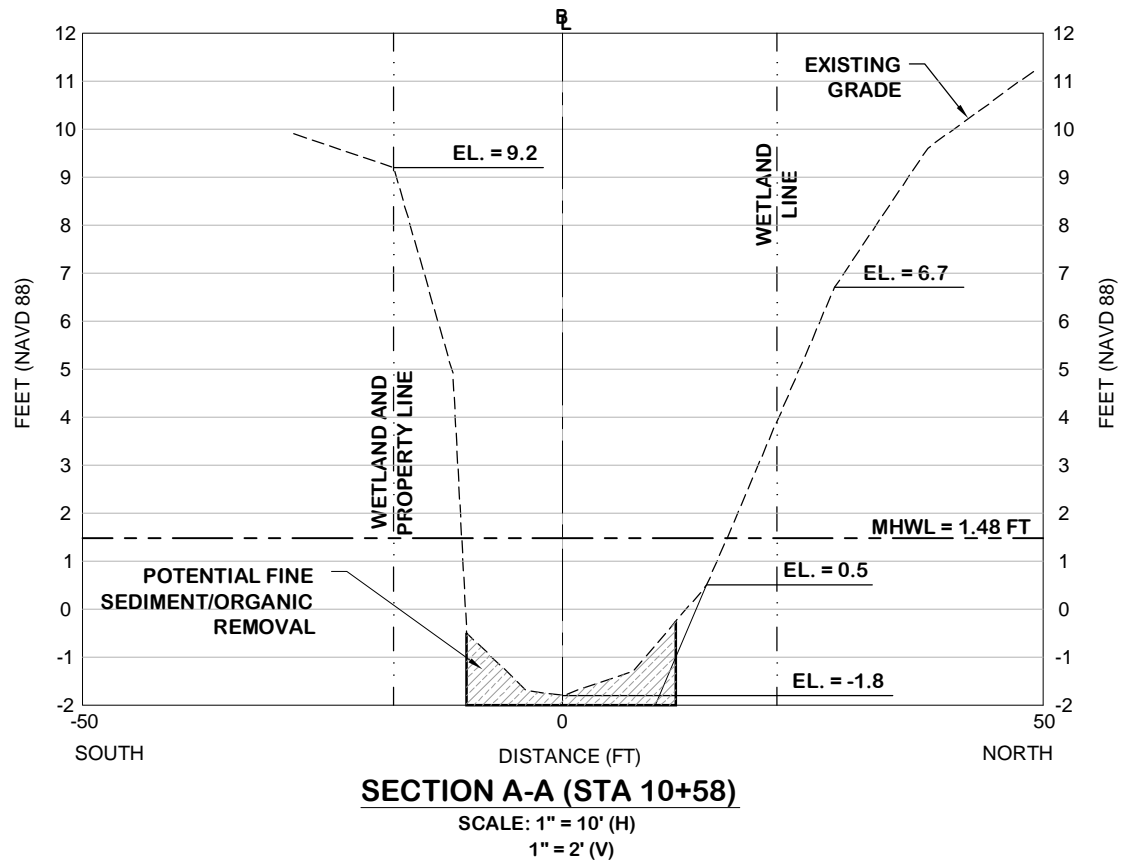
7201 Delaney Court
Sarasota, FL 32420
(941) 373-6460

DRAWING NUMBER

C4

SHEET 4 OF 6

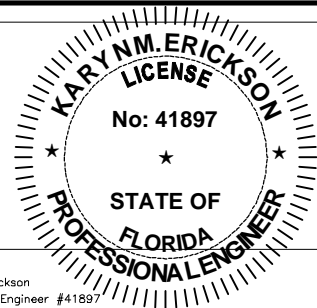
Z:\CADD_Graphics\US Projects\11-205_City of Venice\Construction\Deertown Gully_Construction Dwggs_Revised Project_Sected_2013.08.05.dwg Aug 05, 2013-4:07pm



LEGEND

 POTENTIAL FINE SEDIMENT/
ORGANIC REMOVAL

NOTE:
SPOT REMOVAL OF FINE SEDIMENT/ ORGANIC
MATTER, AS ENCOUNTERED, SHALL NOT EXCEED
A DEPTH OF 5 FT BELOW MHW (MAXIMUM
EXCAVATION EL.= -3.52 NAVD) OR A MAXIMUM
VOLUME OF 500 C.Y.



Signature
Karyn M. Erickson
Professional Engineer #41897

REV	DATE	DRAWN	CHECKED	BY	REMARKS

DESIGNED	DRAWN	CHECKED	DATE	JOB NO.	SCALE
BC	AS	KE	08-02-13	11-205	AS NOTED

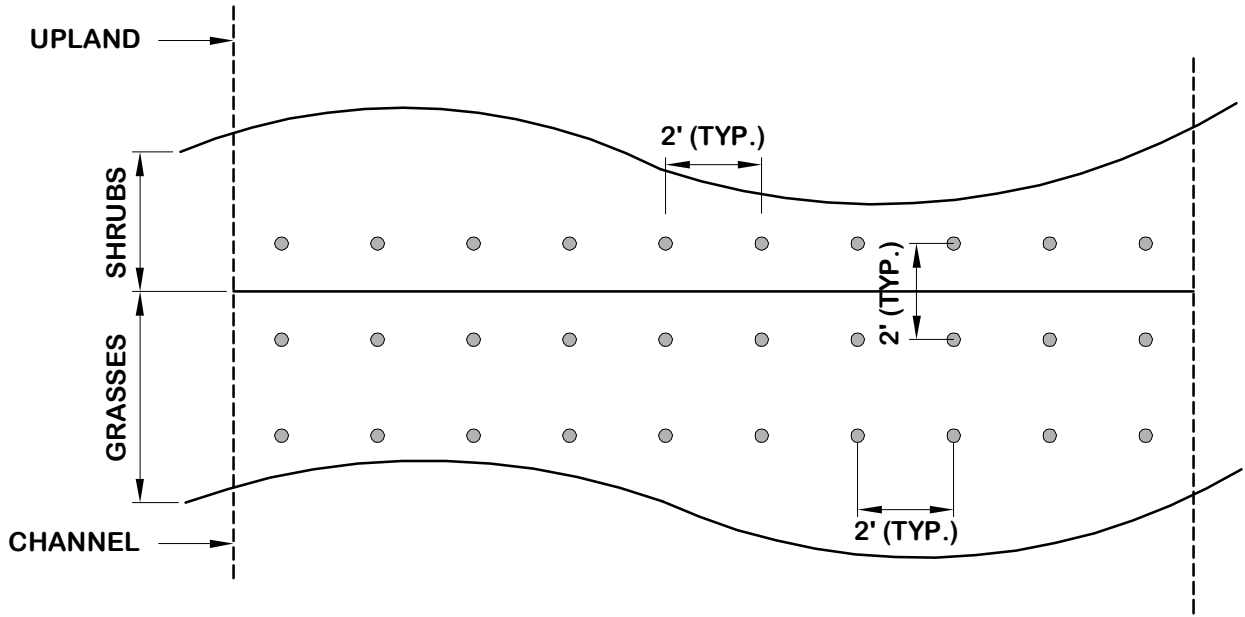
DEERTOWN GULLY
CITY OF VENICE, FLORIDA
CROSS SECTIONS

Erickson Consulting Engineers, Inc.
7201 Delaney Court
Sarasota, FL 32420
(941) 373-6460
ECE
Erickson Consulting Engineers

DRAWING NUMBER
C5
SHEET 5 OF 6

Z:\CADD_Graphics\US Projects\11-205_City of Venice\Construction\Deertown Gully_Construction Dwg_Revision Project_Sedled_2013.08.05.dwg Aug 05, 2013-4:07pm

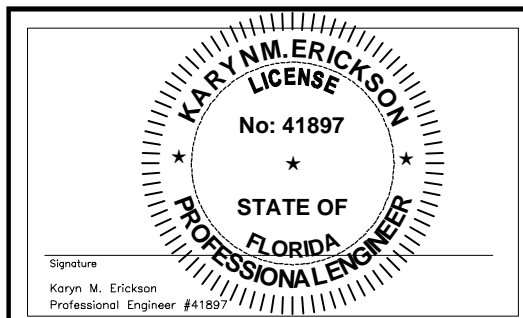
NATIVE SHORELINE PLANTING
DETAIL



PLAN VIEW
SCALE: 1"=4'

Type of Plant		% Cover of Species	Size	Spacing (ft, O.C.)
Shrubs	Gallberry (<i>Ilex glabra</i>)	15	1 Gallon	2
	Wax Myrtle (<i>Myrica cerifera</i>)	15	1 Gallon	2
Grasses	Fakahatchee Grass (<i>Tripsacum dactyloides</i>)	40	1 Gallon	2
	Sand Cordgrass (<i>Spartina bakeri</i>)	30	1 Gallon	2
TOTAL		100	-	-

NOTE
THE QUANTITIES REQUIRED FOR PLANTING WITHIN AREAS OF NUISANCE/ EXOTIC VEGETATION REMOVAL SHOULD BE ESTIMATED BY THE CONTRACTOR BASED ON TOTAL ANTICIPATED NUISANCE/ EXOTIC VEGETATION REMOVAL AREAS.



REVISIONS

REV. No.	DATE	DRAWN BY	CHECKED BY

DESIGNED BC
CHECKED KE
DATE: 08-02-13
JOB NO. 11-205
SCALE: AS NOTED

DEERTOWN GULLY
CITY OF VENICE, FLORIDA

VEGETATION PLANTING DETAILS

Erickson Consulting Engineers, Inc.
7201 Delaney Court
Sarasota, FL 32420
(941) 373-6460

ECE
Erickson Consulting Engineers

DRAWING NUMBER
C6
SHEET 6 OF 6

ATTACHMENT B
GEOTECHNICAL
INFORMATION

**SUBAQUEOUS SOIL EXPLORATION
AND ANALYSIS FOR
“FLAMINGO DITCH OUTFALL,”
908 VILLAS DRIVE,
VENICE,
SARASOTA COUNTY, FLORIDA**



Ardaman & Associates, Inc.

OFFICES

FLORIDA

Orlando, 8008 S. Orange Avenue, Orlando, Florida 32809, Phone (407) 855-3860
Bartow, 1525 Centennial Drive, Bartow, Florida 33830, Phone (863) 533-0858
Cocoa, 1300 N. Cocoa Boulevard, Cocoa, Florida 32922, Phone (321) 632-2503
Fort Myers, 9970 Bavaria Road, Fort Myers, Florida 33913, Phone (239) 768-6600
Miami, 2608 W. 84th Street, Hialeah, Florida, 33016, Phone (305) 825-2683
Port St. Lucie, 460 NW Concourse Place, Unit #1, Port St. Lucie, Florida 34986-2248, Phone (772) 878-0072
Sarasota, 78 Sarasota Center Boulevard, Sarasota, Florida 34240, Phone (941) 922-3526
Tallahassee, 3175 West Tharpe Street, Tallahassee, Florida 32303, Phone (850) 576-6131
Tampa, 3925 Coconut Palm Drive, Suite 115, Tampa, Florida 33619, Phone (813) 620-3389
West Palm Beach, 2511 Westgate Avenue, Suite 10, West Palm Beach, Florida 33409, Phone (561) 687-8200

LOUISIANA

Alexandria, 3609 MacLee Drive, Alexandria, Louisiana 71302, Phone (318) 443-2888
Baton Rouge, 316 Highlandia Drive, Baton Rouge, Louisiana 70810, Phone (225) 752-4790
Monroe, 1122 Hayes Street, Monroe, Louisiana 71292, Phone (318) 387-4103
New Orleans, 1305 Distributors Row, Suite 1, Jefferson, Louisiana 70123, Phone (504) 835-2593
Shreveport, 7222 Greenwood Road, Shreveport, Louisiana 71119, Phone (318) 636-3723

MEMBERS:

A.S.F.E.

**American Concrete Institute
American Society for Testing and Materials
Florida Institute of Consulting Engineers**



July 26, 2013
File No. 13-7198

TO: City of Venice Engineering Department
401 West Venice Avenue
Venice, FL 34285

Attention: James R. Clinch, P.E.

Subject: Subaqueous Soil Exploration and Analysis for "Flamingo Ditch Outfall,"
908 Villas Drive, Venice, Sarasota County, Florida

Dear Mr. Clinch:

As requested and authorized, our firm has completed an exploration of the subaqueous soil conditions at the above-referenced site, to assess lithology in the area. This report will present the results of our exploration and analysis.

This report has been prepared for the exclusive use of the City of Venice and their consultants for specific application to the subject project, in accordance with generally-accepted engineering practices.

SCOPE

The scope of our services has included the following items:

1. Conducting four (4) subaqueous borings to determine the nature and condition of the subaqueous lithology.
2. Reviewing each soil sample obtained in our field exploration program by a geotechnical engineer in the the laboratory for further investigation, classification and assignment of laboratory tests.
3. Performing laboratory tests on selected samples, including moisture content, organic content, and grain-size analysis.
4. Analyzing the existing soil horizons and preparing this report to document the results of our field testing program and engineering analysis.

FIELD EXPLORATION PROGRAM

An aerial photograph indicating sample locations is included on Figure 1. Test boring locations were located by visual reckoning to available landmarks. These locations should be considered accurate only to the degree implied by the method used. Should more accurate locations be required, a registered land surveyor should be retained.

Dynamic cone penetrometer testing was performed at each location to obtain data on relative soil strength. The DCP blow counts, in blows per foot, are presented at the respective depth on the soil profiles on Figure 1. Additional information on the DCP is included in Appendix I of this report.

Field sampling consisted of conducting four (4) test borings at the locations shown on the attached Figure 1. Soil/sediment samples were obtained manually using a 3.5 inch diameter hand bucket auger. The bucket auger was pressed and turned into the surface sediment horizon and into the underlying soils. The bucket auger was retrieved at approximately 6-inch intervals and its contents emptied for inspection. All depth measurements are as a depth below the existing water surface.

LABORATORY TESTING PROGRAM

Samples obtained during our field sampling operation were packaged and transferred to our office and, thereafter, examined by a geotechnical engineer to obtain more accurate descriptions of the existing soil strata. Laboratory testing was performed on selected samples as deemed necessary to aid in soil classification. The laboratory tests included the determination of the Munsell color, grain-size analysis, moisture content and organic content. Laboratory test results are presented in Table 1 of Appendix II.

SITE CONDITIONS AND ANALYSIS

Each of the four (4) boring locations had an upper layer soil with a significant amount of organics. This generally consisted of a silty fine sand or a sandy silt with organics (organic silt and other organics). These generally extended to a depth of approximately 6 feet and were underlain by very loose sands, silty sands and sandy silts with no significant organic content.



Both the water depth (only 0.7 feet) and the stratification of the sediment/soils encountered at Boring No. 4 were significantly different than at the other three borings. The upper 2.5 feet of the sediments contained a significant amount of organics, and was underlain by an approximately 1.5 feet thick layer of very loose, relatively clean fine sand. This layer was then underlain by another layer that contained a greater amount of organics (3.5 percent, by weight).

GENERAL COMMENTS

The analyses submitted in this report are based upon the data obtained from four (4) test borings performed at the locations indicated on the attached Figure 1. This report does not reflect any variations which may occur between the core sample locations. While the cores are representative of the subsurface conditions at their respective vertical reaches, local variations characteristic of the subsurface materials of the region are anticipated and may be encountered. The nature and extent of variations may not become evident until during the course of a dredging program, if such a program is undertaken. If variations then appear evident, it will be necessary for a reevaluation of the recommendations of this report to be made after performing on-site observations during the dredging operation period and noting the characteristics of any variations.

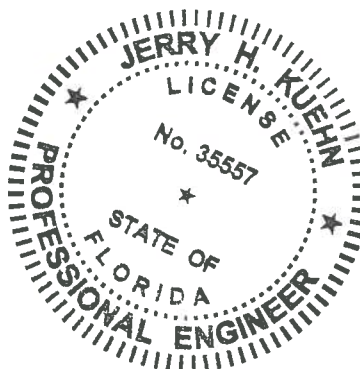
It has been a pleasure to be of assistance to you with this project. Please contact us when we may be of further service to you, or should you have any questions concerning this report.


Very truly yours,

ARDAMAN & ASSOCIATES, INC.
Certificate of Authorization No. 5950


7/26/13
Jerry H. Kuehn, P.E.
Senior Project Engineer
Fl. License No. 35557

JHK/GHS:ly




Gary H. Schmidt, P.E.
Vice President
Fl. License No. 12305



Ardaman & Associates, Inc.

APPENDIX I
SOIL BORING, SAMPLING & TEST METHODS

SOIL BORING, SAMPLING AND TESTING METHODS

Hand Auger Borings

Hand auger borings are used, if soil conditions are favorable, when the soil strata are to be determined within a shallow (approximately 5 to 9 feet) depth or when access is not available to power drilling equipment. A 3-inch diameter, hand bucket auger with a cutting head is simultaneously turned and pressed into the ground. The bucket auger is retrieved to the surface at approximately 6-inch intervals and its contents emptied for inspection. The soil sample so obtained is classified and representative samples put in bags or jars and transported to the laboratory for further classification and testing.

Dynamic Cone Penetrometer

The dynamic cone penetrometer (DCP), manufactured by Kessler Soils Engineering Products, Inc., uses a slide hammer to strike an anvil to penetrate a conical-tipped probe into the soil. The procedure is based upon ASTM D6951. This allows a measurement of soil resistance using hand equipment. Based upon our experience with local sandy soils, an approximate correlation of the DCP resistance blow counts (in blows per foot) to Standard Penetration Test (SPT) "N" values is "N" = "DCP"/4, for DCP blow counts no greater than 50 blows/foot. This correlation was performed on Florida "fine sand" and "fine sand with silt" soils and may not be applicable to other soil types.

Laboratory Test Methods

Soil samples returned to our laboratory are examined by a geotechnical engineer or geotechnician to obtain more accurate descriptions of the soil strata. Laboratory testing is performed on selected samples as deemed necessary to aid in soil classification and to further define engineering properties of the soils. The test results are presented on the soil boring logs at the depths at which the respective sample was recovered, except that grain size distributions or selected other test results may be presented on separate tables, figures or plates as described in this report. The soil descriptions shown on the logs are based upon a visual-manual classification procedure in general accordance with the Unified Soil Classification System (ASTM D-2488-84) and standard practice. Following is a list of abbreviations which may be used on the boring logs or elsewhere in this report.

-200	- Fines Content (percent passing the No. 200 sieve); ASTM D1140
DD	- Dry Density of Undisturbed Sample; ASTM D2937
Gs	- Specific Gravity of Soil; ASTM D854
k	- Hydraulic Conductivity (Coefficient of Permeability)
LL	- Liquid Limit; ASTM D423
OC	- Organic Content; ASTM D2974
pH	- pH of Soil; ASTM D2976
PI	- Plasticity Index (LL-PL); ASTM D424
PL	- Plastic Limit; ASTM D424
Qp	- Unconfined Compressive Strength by Pocket Penetrometer;
Qu	- Unconfined Compressive Strength; ASTM D2166 (soil), D7012 (rock)
SL	- Shrinkage Limit; ASTM D427
ST	- Splitting Tensile Strength; ASTM D3967 (rock)
USCS	- Unified Soil Classification System; ASTM D2487, D2488
w	- Water (Moisture) Content; ASTM D2216

Soil Classifications

The soil descriptions presented on the soil boring logs are based upon the Unified Soil Classification System (USCS), which is the generally accepted method (ASTM D-2487 and D-2488) for classifying soils for engineering purposes. The following modifiers are the most commonly used in the descriptions.

For Sands:	<u>Modifier</u>	<u>Fines, Sand or Gravel Content*</u>
	"with silt" or "with clay"	5% to 12% fines
	"silty" or "clayey"	12% to 50% fines
	"with gravel" or "with shell"	15% to 50% gravel or shell
For Silts or Clays:	<u>Modifier</u>	<u>Fines, Sand or Gravel Content*</u>
	"with sand"	15% to 30% sand and gravel; and % sand > % gravel
	"sandy"	30% to 50% sand and gravel; and % sand > % gravel
	"with gravel"	15% to 30% sand and gravel; and % sand < % gravel
	"gravelly"	30% to 50% sand and gravel; and % sand < % gravel

* may be determined by laboratory testing or estimated by visual/manual procedures. Fines content is the combined silt and clay content, or the percent passing the No. 200 sieve.

Other soil classification standards may be used, depending on the project requirements. The AASHTO classification system is commonly used for highway design purposes and the USDA soil textural classifications are commonly used for septic (on-site sewage disposal) system design purposes.

APPENDIX II

TABLES

LABORATORY TEST RESULTS ON SUBGRADE SOILS

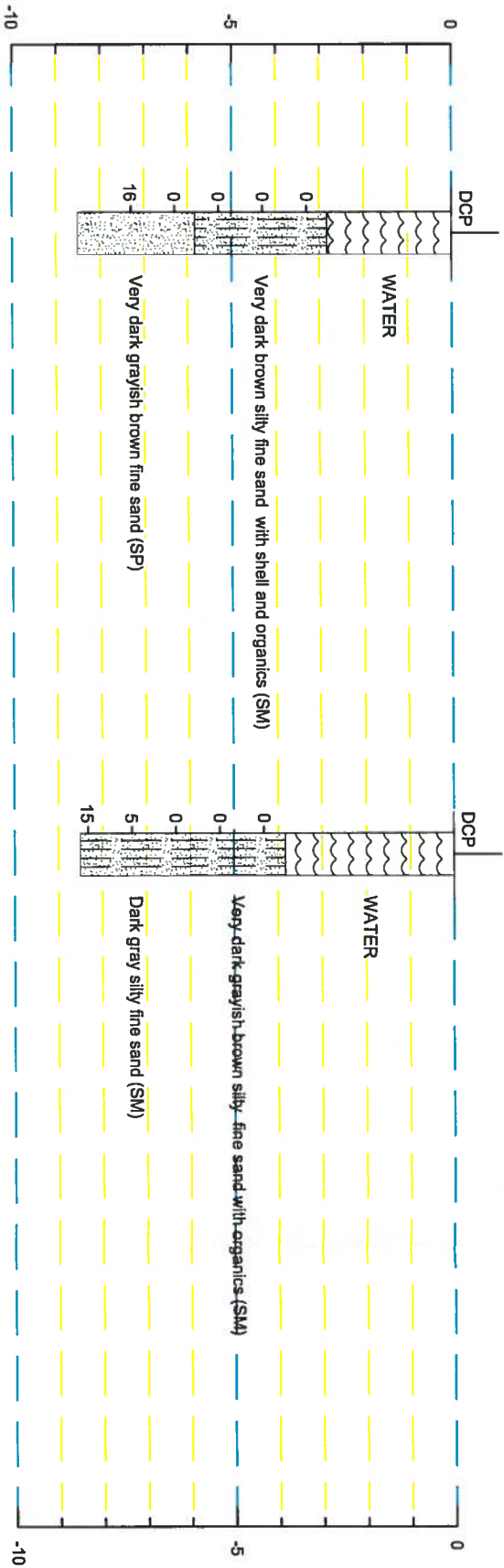
PROJECT: Flamingo Ditch
DATE SAMPLED: 7/9/2013

FILE NO.: 13-7198

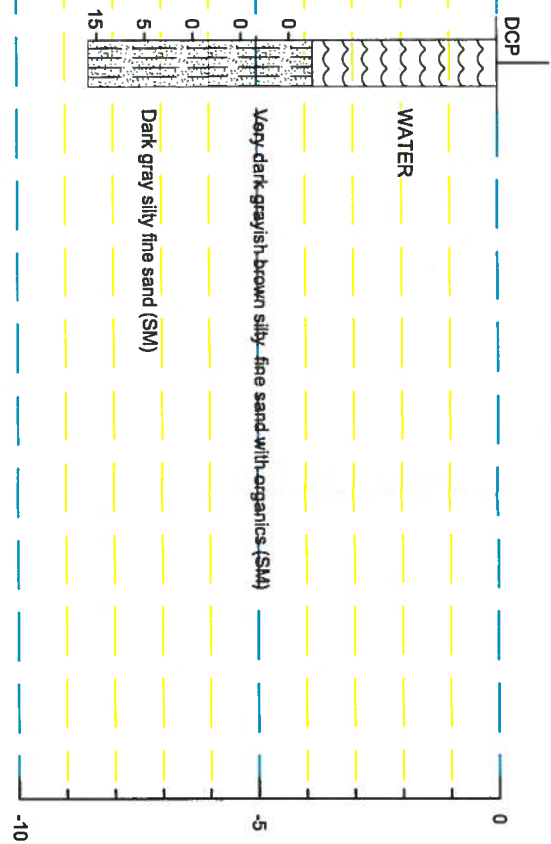
BORING NO.:	1	1	2	2	3
SAMPLE DEPTH (ft): (below water surface)	5	6.5	5.5	6.5	5.5
SOIL DESCRIPTION:	very dark brown organic silty fine sand with shell & organics	very dark grayish brown fine sand	very dark grayish brown organic silty fine sand with organics	dark gray silty fine sand	very dark grayish brown sandy silt with organics
WATER CONTENT (%)	243.7	32.4	160.0	45.7	215.0
ORGANIC CONTENT (%)	18.6	1.0	10.2	2.2	8.1
U.S. SIEVE SIZE	PERCENT PASSING	PERCENT PASSING	PERCENT PASSING	PERCENT PASSING	PERCENT PASSING
1/2 inch	100.0	100.0	100.0	100.0	100.0
3/8 inch	100.0	100.0	99.9	100.0	100.0
No. 4	99.7	99.9	99.7	99.9	100.0
No. 10	96.3	98.7	99.5	99.8	99.9
No. 20	91.6	94.6	99.1	99.6	99.4
No. 40	85.5	87.1	96.4	99.2	98.2
No. 60	74.8	76.0	84.1	97.5	95.4
No. 100	52.5	30.4	57.3	71.9	75.3
No. 140	43.8	13.4	51.7	47.9	64.8
No. 200	34.5	3.9	47.7	23.3	55.7

BORING NO.:	4	4	4	4
SAMPLE DEPTH (ft): (below water surface)	1	2	4.5	6
SOIL DESCRIPTION:	dark gray fine sand with organics	very dark brown fine sand with silt & organics	gray fine sand	very dark gray fine sand with silt & shell, trace organics
WATER CONTENT (%)	----	68.1	36.1	36.1
ORGANIC CONTENT (%)	----	6.9	1.9	3.5
U.S. SIEVE SIZE	PERCENT PASSING	PERCENT PASSING	PERCENT PASSING	PERCENT PASSING
1/2 inch	100.0	100.0	100.0	100.0
3/8 inch	99.8	100.0	100.0	99.8
No. 4	99.6	99.5	99.9	99.8
No. 10	99.0	98.3	99.8	99.3
No. 20	97.2	96.7	99.1	97.8
No. 40	93.1	94.7	97.7	95.2
No. 60	83.7	91.8	93.3	90.0
No. 100	23.3	47.8	33.4	37.0
No. 140	7.7	24.2	13.2	16.0
No. 200	1.6	9.8	3.0	5.1

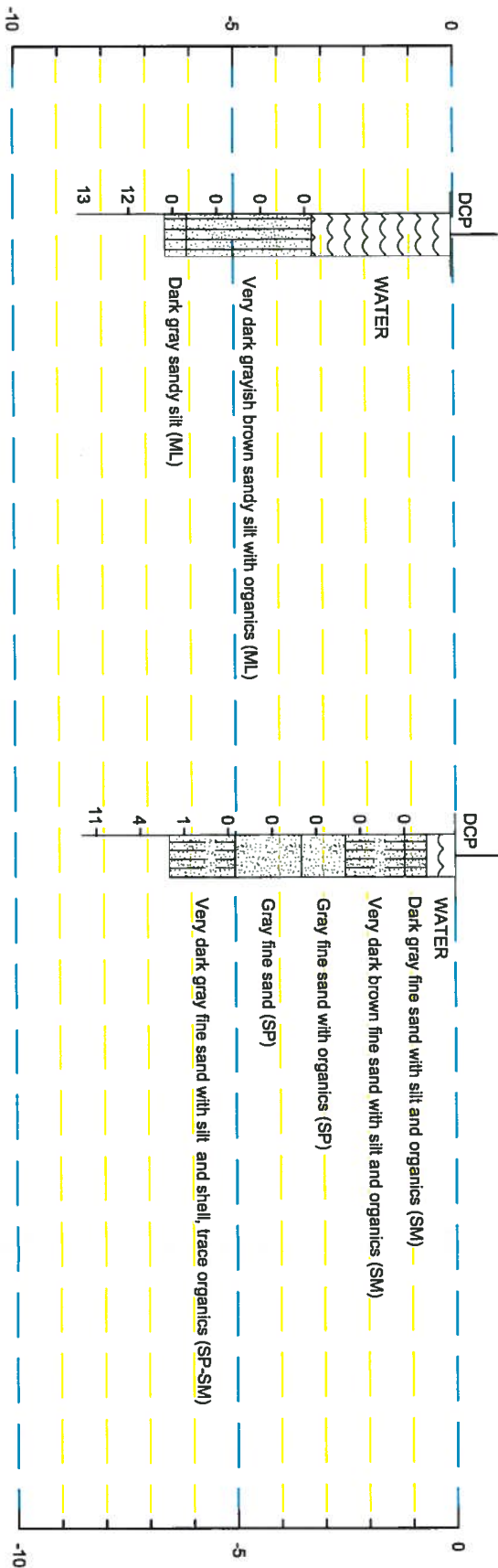
BOR # 1
DATE 7/9/2013
DRILLER DPMO
TYPE HAND AUGER



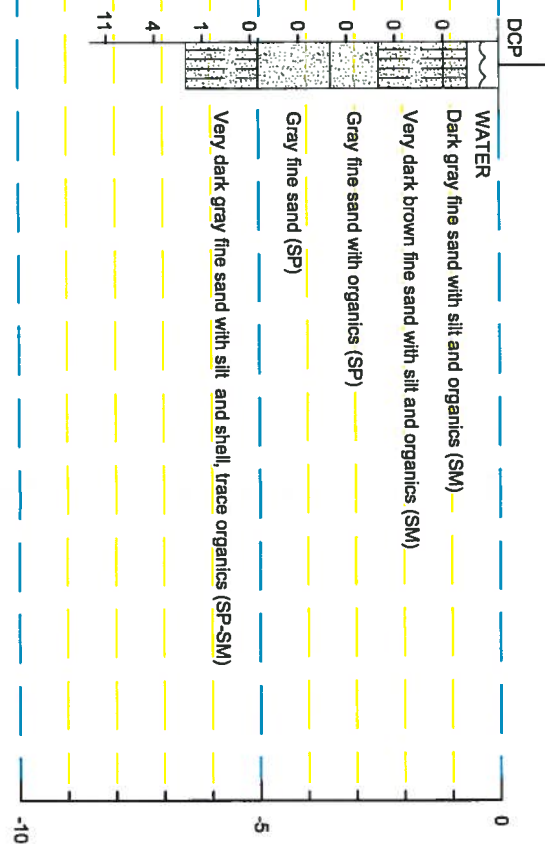
BOR # 2
DATE 7/9/2013
DRILLER DPMO
TYPE HAND AUGER



BOR # 3
DATE 7/9/2013
DRILLER DPMO
TYPE HAND AUGER

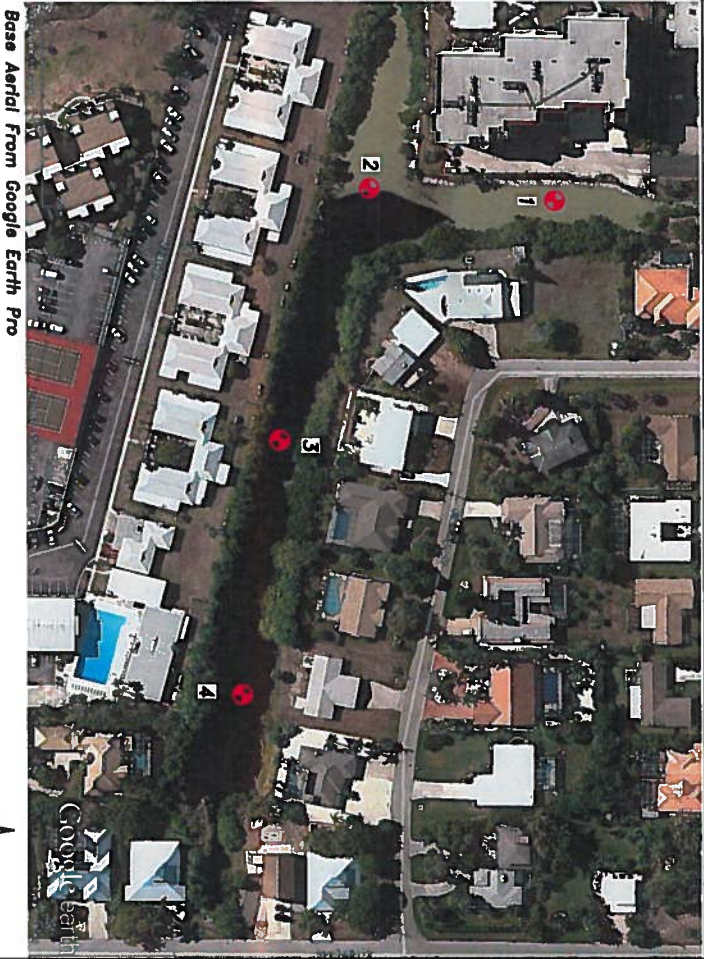


BOR # 4
DATE 7/9/2013
DRILLER DPMO
TYPE HAND AUGER



Depth Below Grade (feet)

Depth Below Grade (feet)



TEST BORING LOCATIONS



SCALE: 1"=200'

LEGEND

DCP DYNAMIC CONE PENETROMETER - ASTM D6951

GRANULAR MATERIALS- RELATIVE DENSITY	SPT (BLOWS/FOOT)
VERY LOOSE	LESS THAN 4
LOOSE	4-10
MEDIUM DENSE	10-30
DENSE	30-50
VERY DENSE	GREATER THAN 50
SILTS AND CLAYS CONSISTENCY	SPT (BLOWS/FOOT)
VERY SOFT	LESS THAN 4
SOFT	4-8
FIRM	8-15
STIFF	15-30
VERY STIFF	GREATER THAN 30
HARD	

Ardaman & Associates, Inc.
Geotechnical, Environmental and
Materials Consultants

Test Locations/Boring Logs
Flamingo Ditch
908 Villas Drive, Venice
Sarasota County, Florida

DRAWN BY: KGS, CHECKED BY: [Signature], DATE: 7/26/13
FILE NO. 13-7198, APPROVED BY: [Signature], FIGURES: 1

ATTACHMENT C
PERMITS AND
AUTHORIZATIONS



Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899

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

SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)

On the Internet at: WaterMatters.org

An Equal
Opportunity
Employer

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

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

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

February 26, 2013

City of Venice
Attn: James R. Clinch, P.E.
401 West Venice Avenue
Venice, FL 34285

Subject: **Consolidated Notice of Intended Agency Action
ERP Individual Construction and Sovereignty Lands
Public Easement**

B.O.T. File No: N/A
SOV Record No: 40089.0
Project Name: City of Venice - Flamingo Ditch Gulf Outfall Improvements
App ID/Permit No: 664675 / 43041033.000
County: SARASOTA
Sec/Twp/Rge: S13/T39S/R18E

Dear Permittee(s):

Your Environmental Resource Permit has been approved contingent upon no objection to the District's action being received by the District within the time frames described in the enclosed Notice of Rights. The District has requested that the Department of Environmental Protection's Recurring Revenue Section of the Bureau of Public Land Administration prepare the Standard Lease instrument. A permit condition prohibits construction on the sovereign submerged lands until this instrument has been fully executed.

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

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

If you have questions, please contact Daryl Flatt, at the Tampa Service Office, extension 6508. For assistance with environmental concerns, please contact Jeff Glas, extension 2148.

Sincerely,

Michelle K. Hopkins, P.E.
Bureau Chief
Environmental Resource Permit Bureau
Regulation Division

Enclosures: Approved Permit w/Conditions Attached
 [Statement of Completion](#)
 Notice of Authorization to Commence Construction
 Notice of Rights
cc: U. S. Army Corps of Engineers
 Kathleen Weeden
 Karyn Erickson, P.E., Erickson Consulting Engineers

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
CONSOLIDATED ENVIRONMENTAL RESOURCE PERMIT (ERP) AND
SOVEREIGN SUBMERGED LAND AUTHORIZATION (SL)
INDIVIDUAL CONSTRUCTION
PERMIT NO. 43041033.000
AND
SOVEREIGNTY LANDS PUBLIC EASEMENT**

EXPIRATION DATE: February 26, 2018
SL EXPIRATION DATE:

PERMIT ISSUE DATE: February 26, 2013

This permit is issued under the provisions of Chapter 373, Florida Statutes, (F.S.), and the Rules contained in Chapters 40D-4 and 40D-40, Florida Administrative Code, (F.A.C.). The permit authorizes the Permittee to proceed with the construction of a surface water management system in accordance with the information outlined herein and shown by the application, approved drawings, plans, specifications, and other documents, attached hereto and kept on file at the Southwest Florida Water Management District (District). Unless otherwise stated by permit specific condition, permit issuance constitutes certification of compliance with state water quality standards under Section 401 of the Clean Water Act, 33 U.S.C. 1341. All construction, operation and maintenance of the surface water management system authorized by this permit shall occur in compliance with Florida Statutes and Administrative Code and the conditions of this permit.

Authorization is granted to use sovereign submerged lands as outlined herein and shown by the application, approved drawings, plans, and other documents attached hereto and kept on file at the District under the provisions of Chapters 253 and 258, F.S., and Chapters 18-20 and 18-21, F.A.C., as well as the policies of the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees). This approval does not disclaim any title interests that the Board of Trustees may have in the project site. Any subsequent authorizations by the Board of Trustees or its designated agents may contain conditions necessary to satisfy the fiduciary responsibilities of the Board of Trustees as well as other applicable statutory or rule requirements implemented by the Department of Environmental Protection's Division of State Lands or other governmental agencies authorized by Florida Statutes.

PROJECT NAME: City of Venice - Flamingo Ditch Gulf Outfall Improvements

GRANTED TO: City of Venice
Attn: James R. Clinch, P.E.
401 West Venice Avenue
Venice, FL 34285

OTHER PERMITTEES: N/A

ABSTRACT: This permit authorizes the construction of a drainage improvement and water quality improvement project in Sarasota County. The project is located on the Island of Venice at the Flamingo Ditch Outfall. The drainage improvements include pumped and gravity outfall pipes into the Gulf of Mexico. The water quality improvements include a CDS treatment system and UV disinfection system. The receiving waterbody (WBID 8053, Gulf of Mexico (Sarasota County; Venice Inlet)) is verified impaired for mercury (in fish tissue), therefore, water quality certification has been waived. Information regarding the surface water management system, 100-year floodplain, wetlands and/or surface waters is stated below and on the permitted construction drawings for the project.

OP. & MAIN. ENTITY: City of Venice

OTHER OP. & MAIN. ENTITY: N/A

COUNTY: SARASOTA

WATERBODY NAME:	GULF OF MEXICO
AQUATIC PRESERVE:	Non Applicable
SEC/TWP/RGE:	S13/T39S/R18E
TOTAL ACRES OWNED OR UNDER CONTROL:	4.50
PROJECT SIZE:	4.50 Acres
LAND USE:	Government
DATE APPLICATION FILED:	April 30, 2012
AMENDED DATE:	N/A

I. Water Quantity/Quality

Water Quantity/Water Quality Comments:

Construction includes new outfall pipes into the Gulf of Mexico, a pump station, CDS treatment system and UV disinfection system. No adverse water quality impacts are anticipated during construction and after construction is complete. The receiving waterbody (WBID 8053, Gulf of Mexico (Sarasota County; Venice Inlet)) is verified impaired for mercury (in fish tissue), therefore, water quality certification has been waived.

A mixing zone is required.

A variance is not required.

II. 100-Year Floodplain

Encroachment (Acre-Feet of fill)	Compensation (Acre-Feet of excavation)	Compensation Type	Encroachment Result* (feet)
0.00	0.00	No Encroachment	N/A

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

III. Environmental Considerations

Wetland/Other Surface Water Information

Wetland/Other Surface Water Name	Total Acres	Not Impacted Acres	Permanent Impacts		Temporary Impacts	
			Acres	Functional Loss*	Acres	Functional Loss*
Flamingo Ditch	2.26	0.68	0.19	0.08	1.39	0.00
Gulf of Mexico	0.12	0.00	0.12	0.00	0.00	0.00
Total:	2.38	0.68	0.31	0.08	1.39	0.00

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

Wetland/Other Surface Water Comments:

Wetlands are not located within the project area for this ERP; however, there are 2.38 acres of other surface water features, consisting of 2.26 acres of slough waters (FLUCCS 560) and 0.12 acre of the Gulf of Mexico, located within the project area. Permanent filling impacts to 0.19 acre of the project surface waters will occur for construction of stormwater treatment equipment and a pump station. An additional 0.12 acre of permanent filling impacts will occur for the construction of two (2) 24" diameter discharge pipes that will be installed by directional bore beneath the submerged bottom of the Gulf of Mexico. Approximately 225 feet of the waterward end of the pipes will be exposed at the outfall terminus along the seafloor where they will be connected to a 6' by 35' diffuser unit.

Permanent filling impacts to 0.19 acre of qualifying surface water features were evaluated using the Uniform Mitigation Assessment Method (UMAM) as required pursuant to Chapter 62-345, F.A.C. The results of the UMAM analysis indicate a functional loss of 0.08 units due to the permanent impacts proposed. Temporary surface water impacts of 1.39 acres are proposed for the demucking of Flamingo Ditch.

Mitigation Information

Name	Creation		Enhancement		Preservation		Restoration		Enhancement + Preservation		Other	
	Acres	Functional Gain	Acres	Functional Gain	Acres	Functional Gain	Acres	Functional Gain	Acres	Functional Gain	Acres	Functional Gain
Wetland Enhancement - Exotic Removal	0.00	0.00	0.26	0.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Flamingo Ditch	0.00	0.00	1.81	0.24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total:	0.00	0.00	2.07	0.29	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Mitigation Comments:

Wetland mitigation for permanent filling impacts will be provided by the onsite enhancement of 0.26 acre of mangrove shoreline (FLUCCS 612) and the onsite water quality enhancement within 1.81 acres of Flamingo Ditch (FLUCCS 560) totaling 2.07 acres of combined wetland mitigation. The results of the UMAM analysis indicate a functional gain of 0.29 units which offsets the 0.08 units of functional loss proposed to wetland habitat. This provides an excess of 0.21 functional units. The difference between the functional gain and functional loss was applied to satisfy the requirements of Subsection 3.2 of the Basis of Review and will not be available for future mitigation use.

IV. Sovereign Submerged Lands

Activity	Preempted Area	Dredged	Shoreline Length (Lin. Ft.)
Public Easement	79829	0	0
Totals:	79829	0	0

Specific Conditions

1. If the ownership of the project area covered by the subject permit is divided, with someone other than the Permittee becoming the owner of part of the project area, this permit shall terminate, pursuant to Rule 40D-1.6105, F.A.C. In such situations, each land owner shall obtain a permit (which may be a modification of this permit) for the land owned by that person. This condition shall not apply to the division and sale of lots or units in residential subdivisions or condominiums.
2. Unless specified otherwise herein, two copies of all information and reports required by this permit shall be submitted to the Regulation Department at the District Service Office that services this permit. The permit number, title of report or information and event (for recurring report or information submittal) shall be identified on all information and reports submitted.
3. The Permittee shall retain the design engineer, or other professional engineer registered in Florida, to conduct on-site observations of construction and assist with the as-built certification requirements of this project. The Permittee shall inform the District in writing of the name, address and phone number of the professional engineer so employed. This information shall be submitted prior to construction.
4. Within 30 days after completion of construction of the permitted activity, the Permittee shall submit to the Regulation Department at the District Service Office that services this permit a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing the required Statement of Completion and Request for Transfer to Operation Entity form identified in Chapter 40D-1, F.A.C., and signed, dated, and sealed as-built drawings. The as-built drawings shall identify any deviations from the approved construction drawings.
5. The District reserves the right, upon prior notice to the Permittee, to conduct on-site research to assess the pollutant removal efficiency of the surface water management system. The Permittee may be required to cooperate in this regard by allowing on-site access by District representatives, by allowing the installation and operation of testing and monitoring equipment, and by allowing other assistance measures as needed on site.
6. **WETLAND MITIGATION SUCCESS CRITERIA MITIGATION AREA Flamingo Ditch (2.26 acres)**

Mitigation is expected to offset adverse impacts to wetlands and other surface waters caused by regulated activities and to achieve viable, sustainable ecological and hydrological wetland functions. Wetlands constructed for mitigation purposes will be considered successful and will be released from monitoring and reporting requirements when the following criteria are met continuously for a period of at least one year without intervention in the form of irrigation or the addition or removal of vegetation.

 - a. The mitigation area can reasonably be expected to provide the functions typical of a coastal slough (FLUCCS 560) with a mangrove fringe component (FLUCCS 612) as determined by the Florida Land Use and Cover and Forms Classification System (third edition; January 1999).
 - b. Topography, water depth and water level fluctuation in the mitigation area are characteristic of the wetlands/surface water type specified in criterion "a."
 - c. Recruited herbaceous or shrub species (or plant species providing the same function) shall meet the criteria specified:

Zone: Mangrove Fringe Component

Percent Cover: 85%

Species: *Rhizophora mangle*, *Avicennia germinans*, and *Laguncularia racemosa*

d. Species composition of recruiting wetland vegetation is indicative of the wetland type specified in criterion "a."

e. Coverage by nuisance or exotic species does not exceed 5 percent at any area within the mitigation site and 5 percent for the entire mitigation site.

f. The wetland mitigation area can be determined to be a wetland or other surface water according to Chapter 62-340, F.A.C.

The mitigation area may be released from monitoring and reporting requirements and be deemed successful at any time during the monitoring period if the Permittee demonstrates that the conditions in the mitigation area have adequately replaced the wetland and surface water functions affected by the regulated activity and that the site conditions are sustainable.

7. The Permittee shall monitor and maintain the wetland mitigation area(s) until the criteria set forth in the Wetland Mitigation Success Criteria Conditions above are met. The Permittee shall perform corrective actions identified by the District if the District identifies a wetland mitigation deficiency.
8. The Permittee shall undertake required maintenance activities within the wetland mitigation area(s) as needed at any time between mitigation area construction and termination of monitoring, with the exception of the final year. Maintenance shall include the manual removal of all nuisance and exotic species, with sufficient frequency that their combined coverage at no time exceeds the Wetland Mitigation Success Criteria Condition above. Herbicides shall not be used without the prior written approval of the District.
9. A Wetland Mitigation Completion Report shall be submitted to the District within 30 days of completing construction and planting of the wetland mitigation area(s). Upon District inspection and approval of the mitigation area(s), the monitoring program shall be initiated with the date of the District field inspection being the construction completion date of the mitigation area(s). Monitoring events shall occur between March 1 and November 30 of each year. An Annual Wetland Monitoring Report shall be submitted upon the anniversary date of District approval to initiate monitoring.

Annual reports shall provide documentation that a sufficient number of maintenance inspection/activities were conducted to maintain the mitigation area(s) in compliance according to the Wetland Mitigation Success Criteria Condition(s) above. Note that the performance of maintenance inspections and maintenance activities will normally need to be conducted more frequently than the collection of other monitoring data to maintain the mitigation area(s) in compliance with the Wetland Mitigation Success Criteria Condition(s) above.

Monitoring Data shall be collected annually.

10. Termination of monitoring for the wetland mitigation area(s) shall be coordinated with the District by:
 - a. notifying the District in writing when the criteria set forth in the Wetland Mitigation Success Criteria Conditions have been achieved;
 - b. submitting documentation, including the date, that all maintenance activities in the wetland mitigation area(s) have been suspended including, but not limited to, irrigation and addition or removal of vegetation; and,

c. submitting a monitoring report to the District one year following the written notification and suspension of maintenance activities.

Upon receipt of the monitoring report, the District will evaluate the wetland mitigation site(s) to determine if the Mitigation Success Criteria Conditions have been met and maintained. The District will notify the Permittee in writing of the evaluation results. The Permittee shall perform corrective actions for any portions of the wetland mitigation area(s) that fail to maintain the criteria set forth in the Wetland Mitigation Success Criteria Conditions.

11. The Permittee shall, prior to beneficial use of the site, complete all aspects of the mitigation plan, including the grading, mulching, and planting, in accordance with the design details in the final approved construction drawings.
12. The Permittee shall commence construction of the mitigation area(s) within 30 days of wetland impacts, if wetland impacts occur between February 1 and August 31. If wetland impacts occur between September 1 and January 31, construction of the mitigation area(s) shall commence by March 1. In either case, construction of the mitigation area(s) shall be completed within 120 days of the commencement date unless a time extension is approved in writing by the District.
13. Wetland buffers shall remain in an undisturbed condition except for approved drainage facility construction/maintenance.
14. The following boundaries, as shown on the approved construction drawings, shall be clearly delineated on the site prior to initial clearing or grading activities:

wetland and surface water areas

limits of approved wetland impacts

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

15. All Wetland boundaries shown on the approved construction drawings shall be binding upon the Permittee and the District.
16. The Permittee shall comply with the following conditions intended to protect manatees from direct project effects:
 - a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
 - b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
 - c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
 - d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a

manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.

e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com

f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to the email address listed above.

17. Certification of compliance with state water quality standards under Section 401 of the Clean Water Act, 33 U.S.C. 1341 is waived.
18. If limestone bedrock is encountered during construction of the surface water management system, the District must be notified and construction in the affected area shall cease.
19. The Permittee shall notify the District of any sinkhole development in the surface water management system within 48 hours of discovery and must submit a detailed sinkhole evaluation and repair plan for approval by the District within 30 days of discovery.
20. The District, upon prior notice to the Permittee, may conduct on-site inspections to assess the effectiveness of the erosion control barriers and other measures employed to prevent violations of state water quality standards and avoid downstream impacts. Such barriers or other measures should control discharges, erosion, and sediment transport during construction and thereafter. The District will also determine any potential environmental problems that may develop as a result of leaving or removing the barriers and other measures during construction or after construction of the project has been completed. The Permittee must provide any remedial measures that are needed.
21. This permit is issued based upon the design prepared by the Permittee's consultant. If at any time it is determined by the District that the Conditions for Issuance of Permits in Rules 40D-4.301 and 40D-4.302, F.A.C., have not been met, upon written notice by the District, the Permittee shall obtain a permit modification and perform any construction necessary thereunder to correct any deficiencies in the system design or construction to meet District rule criteria. The Permittee is advised that the correction of deficiencies may require re-construction of the surface water management system.
22. The Permitted Plan Set for this project includes: the set received by the District on October 5, 2012.
23. The mixing zone for the Flamingo Ditch dewatering discharge shall include an area no more than 750 linear feet along the shoreline from the point of discharge and no more than 500 feet waterward from the edge of water. The total area within the mixing zone shall not exceed 375,000 square feet (35,839 square meters).
24. The mixing zone for the submerged exit point of the directional drill shall include a circular area

with a circumference no more than 180 feet from the exit point. The total area within the mixing zone shall not exceed 101,736 square feet (9,452 square meters) and shall at no time include areas supporting submerged resources (see Sheet C5 of the approved permit drawings).

25. Turbidity within either mixing zone shall not average greater than 41 NTU's above natural background levels.
26. Turbidity monitoring will occur daily, every four hours during construction. Compliance station sampling will occur at mid-depth within the densest portion of any construction-generated turbidity, including but not limited to the discharge point for the dewatering of Flamingo Ditch and all directional bore related activities. Background station sampling will occur at mid-depth outside of any construction-generated turbidity. The compliance station locations shall be considered the limits of the temporary mixing zone for turbidity allowed during construction. If monitoring reveals compliance station turbidity levels exceed 29 Nephelometric Turbidity Units (NTU's) above the background station turbidity level, construction activities shall cease immediately and not resume until corrective measures have been taken and turbidity has returned to acceptable levels. Any such occurrence shall also be immediately reported to the Southwest Florida Water Management District. A log of the monitoring data shall be maintained at the site and submitted to the Southwest Florida Water Management District. The submitted monitoring report shall contain the following information: (1) permit number; (2) dates of sampling and analysis; (3) a statement describing the methods used in collection, handling, storage and analysis of samples; (4) a map indicating the sampling locations and (5) a statement by the individual responsible for implementation of the sampling program concerning the authenticity, precision, limits of detection and accuracy of the data. Monitoring reports shall also include the following information for each sample that is taken: (a) NTU Value; (b) Time of day sample collected; (c) Antecedent weather conditions; (d) Wind direction and velocity; (e) Depth of water body sample collected from; (f) Water direction, and (g) Depth of sample.
27. When a turbidity violation is found, construction operations may not resume until a set of samples has been taken which demonstrates that water quality standards designated above are no longer exceeded. Interim samples taken following the violation shall be taken in the same manner as the routine monitoring and the same locations. If samples demonstrate the water quality standards specified above for turbidity are still being violated, sampling shall continue at two hour intervals until the interim samples demonstrate that no violation is occurring.
28. Prior to initiation of directional drill activities, the Permittee shall submit to the District a project specific Spill Prevention Control and Countermeasure Plan (SPCCP). The SPCCP must address measures tailored to the project regarding monitoring and response to releases of drilling mud.
29. The Permittee shall maintain site specific Best management Practices (BMPs) on site or readily available to be deployed in the event of a release of drilling mud.
30. At all times during directional drill activities, a minimum of one person shall be dedicated to monitoring activities for indicators of the release of drilling mud.
31. The Permittee shall notify the District within twenty-four (24) hours of an identified release of drilling mud into wetlands and/or surface waters.
32. In the event of a release of drilling mud, all activities contributing to the release shall cease. The release shall be contained and activities shall not resume until such time that the cause of the release has been identified and measures have been taken to prevent further releases.
33. The Permittee shall submit a clean-up plan to the District designed to remove the drilling mud

released into wetlands or surface waters. Upon approval by the District, the clean-up plan shall be implemented. The Permittee shall notify the District upon completion of the clean-up and request an inspection of the site of the release by District staff.

34. If prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, 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, the permitted project should cease all activities involving subsurface disturbance in the immediate vicinity of such discoveries. The permittee, or other designee, should contact the Florida Department of State, Division of Historical Resources, Review and Compliance Section at 850.245.6333 or 800.847.7278, as well as the appropriate permitting agency office. Project activities should not resume without verbal and/or written authorization from the Division of Historical Resources. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes.

GENERAL CONDITIONS

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

PROPRIETARY GENERAL CONDITIONS

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

Michelle K. Hopkins, P.E.

Authorized Signature

EXHIBIT A

GENERAL CONDITIONS:

1. All activities shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications, shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
3. For general permits authorizing incidental site activities, the following limiting general conditions shall also apply:
 - a. If the decision to issue the associated individual permit is not final within 90 days of issuance of the incidental site activities permit, the site must be restored by the permittee within 90 days after notification by the District. Restoration must be completed by re-contouring the disturbed site to previous grades and slopes re-establishing and maintaining suitable vegetation and erosion control to provide stabilized hydraulic conditions. The period for completing restoration may be extended if requested by the permittee and determined by the District to be warranted due to adverse weather conditions or other good cause. In addition, the permittee shall institute stabilization measures for erosion and sediment control as soon as practicable, but in no case more than 7 days after notification by the District.
 - b. The incidental site activities are commenced at the permittee's own risk. The Governing Board will not consider the monetary costs associated with the incidental site activities or any potential restoration costs in making its decision to approve or deny the individual environmental resource permit application. Issuance of this permit shall not in any way be construed as commitment to issue the associated individual environmental resource permit.
4. Activities approved by this permit shall be conducted in a manner which does not cause violations of state water quality standards. The permittee shall implement best management practices for erosion and a pollution control to prevent violation of state water quality standards. Temporary erosion control shall be implemented prior to and during construction, and permanent control measures shall be completed within 7 days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the permitted work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
5. Water quality data for the water discharged from the permittee's property or into the surface waters of the state shall be submitted to the District as required by the permit. Analyses shall be performed according to procedures outlined in the current edition of Standard Methods for the Examination of Water and Wastewater by the American Public Health Association or Methods for Chemical Analyses of Water and Wastes by the U.S. Environmental Protection Agency. If water quality data are required, the permittee shall provide data as required on volumes of water discharged, including total volume discharged during the days of sampling and total monthly volume discharged from the property or into surface waters of the state.
6. District staff must be notified in advance of any proposed construction dewatering. If the dewatering activity is likely to result in offsite discharge or sediment transport into wetlands or surface waters, a written dewatering plan must either have been submitted and approved with the permit application or submitted to the District as a permit prior to the dewatering event as a permit modification. A water use permit may be required prior to any use exceeding the thresholds in Chapter 40D-2, F.A.C.
7. Stabilization measures shall be initiated for erosion and sediment control on disturbed areas as soon as

practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 7 days after the construction activity in that portion of the site has temporarily or permanently ceased.

8. Off-site discharges during construction and development shall be made only through the facilities authorized by this permit. Water discharged from the project shall be through structures having a mechanism suitable for regulating upstream stages. Stages may be subject to operating schedules satisfactory to the District.
9. The permittee shall complete construction of all aspects of the surface water management system, including wetland compensation (grading, mulching, planting), water quality treatment features, and discharge control facilities prior to beneficial occupancy or use of the development being served by this system.
10. The following shall be properly abandoned and/or removed in accordance with the applicable regulations:
 - a. Any existing wells in the path of construction shall be properly plugged and abandoned by a licensed well contractor.
 - b. Any existing septic tanks on site shall be abandoned at the beginning of construction.
 - c. Any existing fuel storage tanks and fuel pumps shall be removed at the beginning of construction.
11. All surface water management systems shall be operated to conserve water in order to maintain environmental quality and resource protection; to increase the efficiency of transport, application and use; to decrease waste; to minimize unnatural runoff from the property and to minimize dewatering of offsite property.
12. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District a written notification of commencement indicating the actual start date and the expected completion date.
13. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the occupation of the site or operation of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of that phase or portion of the system to a local government or other responsible entity.
14. Within 30 days after completion of construction of the permitted activity, the permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing the required Statement of Completion and Request for Transfer to Operation Entity form identified in Chapter 40D-1, F.A.C. Additionally, if deviation from the approved drawings are discovered during the certification process the certification must be accompanied by a copy of the approved permit drawings with deviations noted.
15. This permit is valid only for the specific processes, operations and designs indicated on the approved drawings or exhibits submitted in support of the permit application. Any substantial deviation from the approved drawings, exhibits, specifications or permit conditions, including construction within the total land area but outside the approved project area(s), may constitute grounds for revocation or enforcement action by the District, unless a modification has been applied for and approved. Examples of substantial deviations include excavation of ponds, ditches or sump areas deeper than shown on the approved plans.
16. The operation phase of this permit shall not become effective until the permittee has complied with the requirements of the conditions herein, the District determines the system to be in compliance with the permitted plans, and the entity approved by the District accepts responsibility for operation and maintenance of the system. The permit may not be transferred to the operation and maintenance entity approved by the District until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall request transfer of the permit to the responsible operation and maintenance entity approved by the District, if different from the permittee. Until a transfer is approved by the District, the permittee shall be liable for compliance with the terms of the permit.

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

EXHIBIT B

PROPRIETARY GENERAL CONDITIONS

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

SOUTHWEST FLORIDA
WATER MANAGEMENT DISTRICT

NOTICE OF
AUTHORIZATION
TO COMMENCE CONSTRUCTION

City of Venice - Flamingo Ditch Gulf Outfall Improvements

PROJECT NAME

Government

PROJECT TYPE

SARASOTA

COUNTY

S13/T39S/R18E

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

City of Venice

PERMITTEE

APPLICATION ID/PERMIT NO: 664675 / 43041033.000

DATE ISSUED: February 26, 2013



Michelle K. Hopkins, P.E.

Issuing Authority

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

Notice of Rights

ADMINISTRATIVE HEARING

1. You or any person whose substantial interests are or may be affected by the District's intended or proposed action may request an administrative hearing on that action by filing a written petition in accordance with Sections 120.569 and 120.57, Florida Statutes (F.S.), Uniform Rules of Procedure Chapter 28-106, Florida Administrative Code (F.A.C.) and District Rule 40D-1.1010, F.A.C. Unless otherwise provided by law, a petition for administrative hearing must be filed with (received by) the District within 21 days of receipt of written notice of agency action. "Written notice" means either actual written notice, or newspaper publication of notice, that the District has taken or intends to take agency action. "Receipt of written notice" is deemed to be the fifth day after the date on which actual notice is deposited in the United States mail, if notice is mailed to you, or the date that actual notice is issued, if sent to you by electronic mail or delivered to you, or the date that notice is published in a newspaper, for those persons to whom the District does not provide actual notice.
2. Pursuant to Subsection 373.427(2)(c), F.S., for notices of intended or proposed agency action on a consolidated application for an environmental resource permit and use of sovereignty submerged lands concurrently reviewed by the District, a petition for administrative hearing must be filed with (received by) the District within 14 days of receipt of written notice.
3. Pursuant to Rule 62-532.430, F.A.C., for notices of intent to deny a well construction permit, a petition for administrative hearing must be filed with (received by) the District within 30 days of receipt of written notice of intent to deny.
4. Any person who receives written notice of an agency decision and who fails to file a written request for a hearing within 21 days of receipt or other period as required by law waives the right to request a hearing on such matters.
5. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding District intended or proposed action is not available prior to the filing of a petition for hearing.
6. A request or petition for administrative hearing must comply with the requirements set forth in Chapter 28.106, F.A.C. A request or petition for a hearing must: (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's intended action or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no material facts in dispute, and (3) otherwise comply with Rules 28-106.201 and 28-106.301, F.A.C. Chapter 28-106, F.A.C. can be viewed at www.flrules.org or at the District's website at www.WaterMatters.org/permits/rules.
7. A petition for administrative hearing is deemed filed upon receipt of the complete petition by the District Agency Clerk at the District's Tampa Service Office during normal business hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding District holidays. Filings with the District Agency Clerk may be made by mail, hand-delivery or facsimile transfer (fax). The District does not accept petitions for administrative hearing by electronic mail. Mailed filings must be addressed to, and hand-delivered filings must be delivered to, the Agency Clerk, Southwest Florida Water Management District, 7601 Highway 301 North, Tampa, FL 33637-6759. Faxed filings must be transmitted to the District Agency Clerk at (813) 987-6746. Any petition not received during normal business hours shall be filed as of 8:00 a.m. on the next business day. The District's acceptance of faxed petitions for filing is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation, available for viewing at www.WaterMatters.org/about.

JUDICIAL REVIEW

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

ATTACHMENT D
DEERTOWN GULLY
VEGETATION REMOVAL
PHOTOS

Example Photos:



