



REQUEST FOR QUOTE
City Marina at Garrison Bight
1801 N. Roosevelt Blvd.
Key West, FL 33040

May 17, 2019

The City of Key West is requesting quotes for the equipment, labor and materials necessary to repair the existing boat ramp by filling a 20'Wx6'Lx1.6'D void below existing concrete slab as described in the Scope of Services.

Scope

The project will require the repair of an area of substrate underneath the existing boat ramp concrete slab that has suffered erosion or a loss of materials, gravel, concrete, creating a void area approximately 20 feet wide, 18 inches deep and 6 feet long into the underlying area of the boat ramp concrete slab.

The repairs to the boat ramp are to be made in a fashion as to not affect the structural integrity of existing concrete boat ramp slab that is in good condition.

The contractor shall core drill thru the concrete slab and pump concrete 5,000psi mix into the void until the eroded cavity is filled. The project also requires some small concrete patching to be made to the concrete slab repairing, cracks, holes or any notable damage to the concrete slab boat ramp surface. Contractor to provide any forms required to complete the work.

The contractor shall be responsible for managing and minimizing any turbidity issues caused by the repair work and will deploy barrier boom curtains to prevent any release on the environment.

Please fax or email quotes to Mark Tait at 305-293-6477 or mtait@cityofkeywest-fl.gov.

Questions or to arrange a site visit, please contact Mark Tait, Marinas Manager, at 305-809-3985 or mtait@cityofkeywest-fl.gov

CERTIFICATES OF INSURANCE

CONTRACTOR is to secure, pay for, and file with the City of Key West, prior to commencing any work under the Contract, all certificates for workers’ compensation, public liability, and property damage liability insurance, and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the Contract, the CONTRACTOR shall provide the minimum limits of liability insurance coverage as follows:

Type of Insurance	Limits	Comments
Commercial General Liability	\$1,000,000	The proposers may have these coverages combined in 1 policy
Watercraft Liability	\$1,000,000	
Business Automobile Liability	\$1,000,000	
Workers’ Compensation	Statutory	
Employers Liability	\$1,000,000/\$1,000,000/\$1,000,000	
USL&H and Jones Act Coverage	\$1,000,000	

CONTRACTOR shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as an additional insured on a PRIMARY and NON CONTRIBUTORY basis utilizing an ISO standard endorsement at least as broad as CG 2010 (11/85) or its equivalent, (combination of CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations, is acceptable) including a waiver of subrogation clause in favor of City of Key West on all policies. CONTRACTOR will maintain the General Liability and Umbrella Liability insurance coverages summarized above with coverage continuing in full force including the additional insured endorsement until at least 3 years beyond completion and delivery of the work contracted herein.

Notwithstanding any other provision of the Contract, the CONTRACTOR shall maintain complete workers’ compensation coverage for each and every employee, principal, officer, representative, or agent of the CONTRACTOR who is performing any labor, services, or material under the Contract. Further, CONTRACTOR shall additionally maintain the following minimum limits of coverage:

Bodily Injury Each Accident	\$1,000,000
Bodily Injury by Disease Each Employee	\$1,000,000
Bodily Injury by Disease Policy Limit	\$1,000,000

The City of Key West confirms that the scope of services specified in the Contract requires work on or near a navigable waterway. Water description: City of Key West Mooring Field. Therefore, the CONTRACTOR’s workers’ compensation policy shall be endorsed to provide the following:

- Workers Compensation/Employer Liability
USL&H Coverage (Longshore and Harbor Workers’ Compensation Act) Endorsement WC 000106A
Jones Act Coverage* Endorsement WC 000201A

Note: Jones Act (Crew) coverage may be provided under the P&I policy, if Contractor is using an OWNED vessel during the course of the work.

CONTRACTOR shall provide the City of Key West with a Certificate of Insurance verifying compliance with the workman's compensation coverage as set forth herein and shall provide as often as required by the City of Key West such certification which shall also show the insurance company, policy number, effective and expiration date, and the limits of workman's compensation coverage under each policy.

CONTRACTOR's insurance policies shall be endorsed to give 30 days written notice to the City of Key West in the event of cancellation or material change, using form CG 02 24, or its equivalent.

Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation. Copies of USL&H Act and Jones Act endorsements will also be required if necessary. PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.

CONTRACTOR will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. CONTRACTOR will notify City of Key West immediately by telephone at (305) 809-3811 any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the CONTRACTOR.

SURETY AND INSURER QUALIFICATIONS

All bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or insurance company, having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said Surety or insurance company shall be duly licensed and qualified to do business in the State of Florida.

BID SCHEDULE

**BOATRAMP REPAIR
CITY MARINA @ GARRISON BIGHT**

LUMP SUM

The Proposal for the work is to be submitted on a lump sum basis. All items required to complete the work specified or shown on the Drawings but not included in the Proposal shall be considered incidental to those set forth in the Proposal. Payment to the Contractor will be made on the measurement of the work actually performed by the Contractor, as specified in the Contract Documents.

The Bidder further proposes to accept as full payment for the Work proposed herein, the amounts computed under the provisions of the Contract Documents and based on the following lump sum amounts. The Bidder agrees that the lump sums include all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

1. Mobilization, Contract Requirements and Demobilization

- a. Mobilization 1 each \$ _____
- b. Contract Requirements 1 each \$ _____
- c. Demobilization 1 each \$ _____
- 1 LS (10% of Construction Cost Max.) \$ _____

2. Permit Fees (to be paid at cost)

1 LS \$ 1,000.00

3. 5,000psi Pump Mix Concrete (includes all labor, equipment and material)

7.4 CY Unit Price/CY \$ _____ TOTAL \$ _____

4. Patch Concrete Ramp Surface Defects (includes all labor, equipment and material)

1 LS TOTAL \$ _____

5. General Allowance (only to be used with Owner's written approval)

1 LS \$ 1,500.00

TOTAL OF ALL EXTENDED LINE ITEMS LISTED ABOVE:

Total of lump sum items 1 - 5 \$ _____

_____ Dollars & _____ Cents

(amount written in words)

I represent that this bid is submitted in compliance with all terms, conditions and specifications of the Invitation to Bid and that I am authorized by the owners/principals to execute and submit this bid on behalf of the business identified below:

Company Name: _____

Contact Name & Telephone #: _____

Email Address: _____ Signature: _____

ANTI-KICKBACK AFFIDAVIT

STATE OF _____)

: SS

COUNTY OF _____)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Sworn and subscribed before me this _____ day of _____ 20__.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

* * * * *

**SWORN STATEMENT UNDER SECTION 287.133(3)(A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted with Bid or Proposal for _____

2. This sworn statement is submitted by _____
(name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement _____

3. My name is _____
(please print name of individual signing)

and my relationship to the entity named above is _____

4. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.

5. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(signature)

(date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ Who, after first being sworn by me, affixed his/her
(name of individual signing)

signature in the space provided above on this _____ day of _____, 20__.

My commission expires:

NOTARY PUBLIC

* * * * *

CITY OF KEY WEST INDEMNIFICATION FORM

To the fullest extent permitted by law, the CONTRACTOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees *(herein called the "indemnitees") from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of CONTRACTOR's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under Workers' Compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONTRACTOR or of any third party to whom CONTRACTOR may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

CONTRACTOR: _____
Address

Signature

Print Name

Title

SEAL:

DATE: _____

* * * * *

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF _____)

: SS

COUNTY OF _____)

I, the undersigned hereby duly sworn, depose and say that the firm of _____

_____ provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses, per City of Key West Code of Ordinances Sec. 2-799.

By: _____

Sworn and subscribed before me this _____ day of _____ 20 ____.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

* * * * *

CONE OF SILENCE AFFIDAVIT

STATE OF _____)

: SS

COUNTY OF _____)

I, the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of _____ have read and understand the limitations and procedures regarding communications concerning City of Key West Code of Ordinances Sec. 2-773 Cone of Silence.

By: _____

Sworn and subscribed before me this

_____ day of _____ 20_____.

NOTARY PUBLIC, State of _____ at Large

My Commission Expires: _____

* * * * *

CONTRACT AGREEMENT

This Contract, made and entered into _____ day of _____ 20____, by and between the City of Key West, hereinafter called the "Owner", and _____, hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for **BOAT RAMP REPAIR – CITY MARINA @ GARRISON BIGHT**

Key West, Florida to the extent of the Bid made by the Contractor, dated the __day of _____, 20____, all in full compliance with the Contract Documents referred to herein.

The PROCUREMENT REQUIREMENTS, including the signed copy of the BID SCHEDULE, the CONTRACT FORMS, DRAWINGS and/or SUPPLEMENTAL INFORMATION (if any), are hereby referred to and by reference made part of this Contract as fully and completely as if the same were fully set forth herein and are mutually cooperative therewith.

In consideration of the performance of the work as set forth in these Contract Documents, the Owner agrees to pay to the Contractor the amount bid in the Bid as adjusted in accordance with the Contract Documents, or as otherwise herein provided, and to make such payments in the manner and at the times provided in the Contract Documents.

The Contractor agrees to complete the work within **twenty-one (21)** calendar days and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said Bid.

The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during the warranty period after the date of final acceptance of the work by the Owner, and further agrees to indemnify and save the Owner harmless from any costs encountered in remedying such defects.

Liquidated Damages: The Contractor recognizes that time is of the essence and that the Owner will suffer financial loss if the Work is not completed within the dates specified in the paragraphs above, plus any extensions thereof allowed.

In the event the Contractor fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at a rate of **\$250.00** per day. Sundays and legal holidays shall be included in determining days in default.

This contract will automatically expire upon completion of the project. Contractors warranty obligations remain in effect.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same this

_____ day of _____, A.D., 20_____.

CITY OF KEY WEST

By _____

Printed _____

Title _____

CONTRACTOR

By _____

Printed _____

Title _____

APPROVED AS TO FORM

Attorney for Owner

* * * * *

LICENSE REQUIREMENT AND COST

License required for this Project. Contractor must be general contractor or building contractor.

Cost Not To Exceed \$410.00.

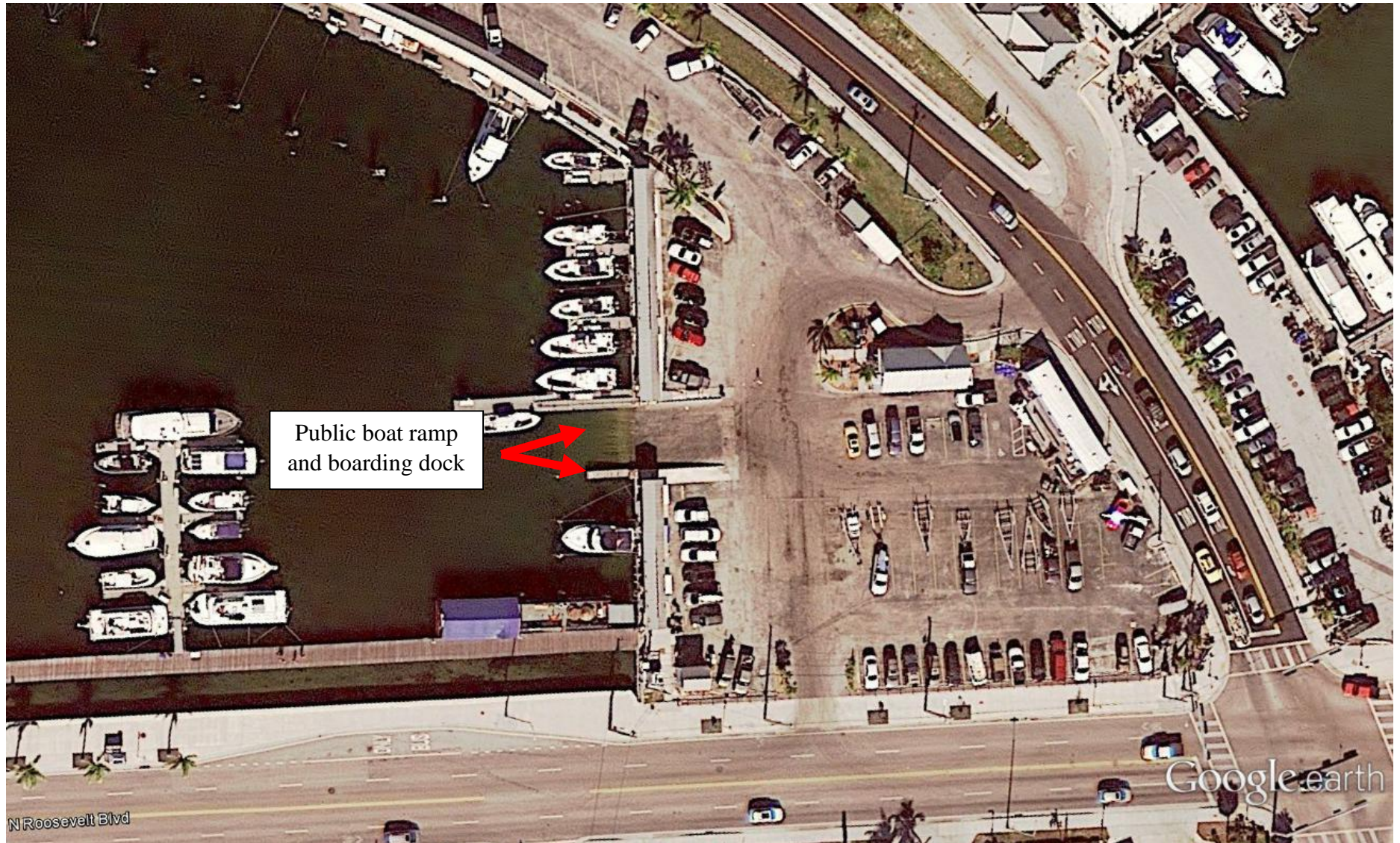
CITY OF KEY WEST BUSINESS LICENSE TAX RECEIPT

A City of Key West Business License Tax Receipt is required for this project. Contractor must be general contractor, building contractor or engineering contractor. Cost not to exceed \$410.00.

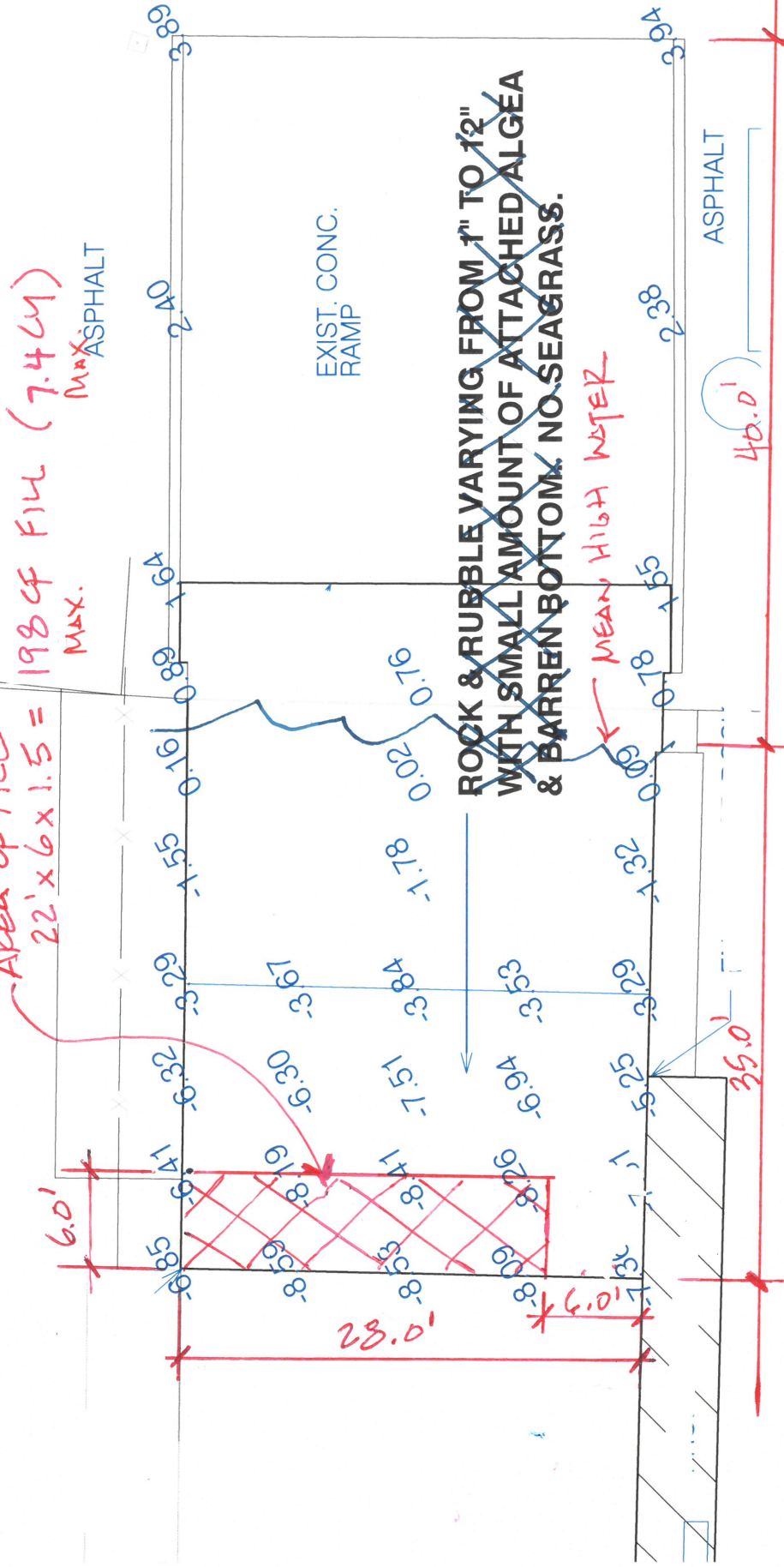
City of Key West Business License Tax Receipt may be found on the city website.

<http://www.keywestcity.com/egov/docs/1162843921181.htm>

CITY MARINA AT GARRISON BIGHT PROJECT AREA



AREA OF FILL
 $22' \times 6 \times 1.5 = 198 \text{ CF FILL (7.4 CY)}$
 MAX. ASPHALT



REPAIR / FILL LOCATION & BOTTOM ELEVATIONS

1" = 10'

FILL = 7.4 CY
 MAX

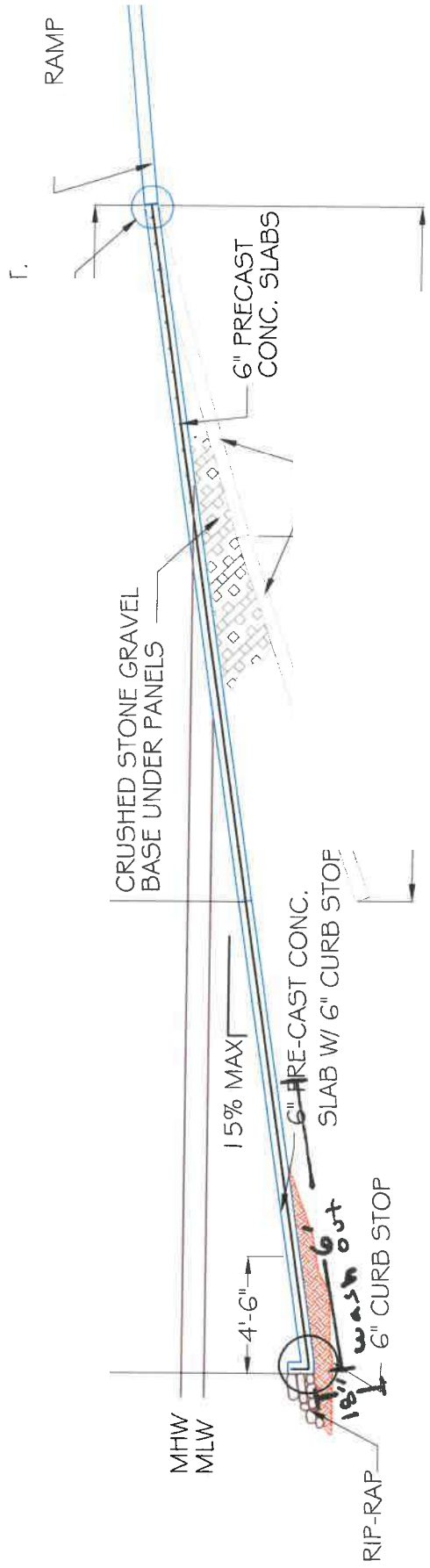
1-31-19 KMD

BAR IS ONE INCH ON ORIGINAL DRAWING.
 IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.



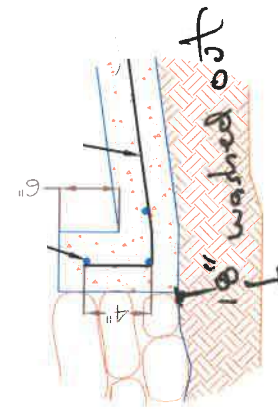
City of Key West
 Engineering Services
 604 Simonton Street
 Key West, Florida 33040
 (305) 292-8195

GARRISON BIGHT MARINA BOAT LAUNCH RAMP & DOCK EXTENSION	
PROJECT NO.	GB-2026
DATE	1-31-19
BY	KMD
CHECKED BY	A-389
SCALE	1" = 10'
REPAIR / FILL LOCATION (1 OF 1)	



NOTE: RAMP SLOPE IS EXAGGERATED FOR ILLUSTRATION PURPOSES.

RAMP EXTENSION CROSS SECTION A-A
N.T.S.



6" CURB STOP - DETAIL A
N.T.S.

BAR IS ONE INCH ON ORIGINAL DRAWING.
0  1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.



City of Key West
Engineering Services
804 Simon Street
Key West, Florida 33004
(305) 292-6165

GARRISON BIGHT MARINA
BOAT LAUNCH RAMP

DATE	DESCRIPTION	BY	CHKD
01/15/2024	REVISED
01/15/2024	ISSUED FOR PERMIT

EXISTING RAMP SECTION



FLORIDA DEPARTMENT OF Environmental Protection

South District Branch Office
2796 Overseas Highway, Suite 221
Marathon, FL 33050
SouthDistrict@FloridaDEP.gov

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

February 4, 2019

City of Key West at Garrison Bight
1801 North Roosevelt Boulevard
Key West, Florida 33040
dHawthorne@CityOfKeyWest-FL.gov

File No.: 0116528-013-EE, Monroe County

Dear Applicant:

On January 16, 2019, we received your request for verification of exemption to perform the following activities:

To repair/maintain a public boat ramp in the same location and configuration at 1801 North Roosevelt Boulevard, Key West, Florida 33040, Parcel ID No. 0072070 000000 in Garrison Bight, Class III Waters, Section 32, Township 67 South, Range 25 East, Monroe County.

Your request has been reviewed to determine whether it qualifies for (1) a regulatory exemption, (2) proprietary authorization (related to state-owned submerged lands), and (3) federal approval that may be necessary for work in wetlands or waters of the United States.

Your project did not qualify for the **federal review portion** portion(s) of this verification request. **Additional authorization must be obtained prior to commencement of the proposed activity.** This letter does not relieve you from the responsibility of obtaining other federal, state, or local authorizations that may be required for the activity. Please refer to the specific section(s) dealing with that portion of the review below for advice on how to proceed.

If you change the project from what you submitted, the authorization(s) granted may no longer be valid at the time of commencement of the project. Please contact us prior to beginning your project if you wish to make any changes.

If you have any questions regarding this matter, please contact us by telephone at (239) 344-5600 or by e-mail at SouthDistrict@floridadep.gov.

1. Regulatory Review – VERIFIED

Based on the information submitted, the Department has verified that the activity as proposed is exempt under Chapter 62-330.051(5)(e), Florida Administrative Code, and Section 403.813(1)(c) of the Florida Statutes from the need to obtain a regulatory permit under Part IV of Chapter 373 of the Florida Statutes.

This exemption verification is based on the information you provided the Department and the statutes and rules in effect when the information was submitted. This verification may not be valid if site conditions materially change, the project design is modified, or the statutes or rules governing the exempt activity are amended. In the event you need to re-verify the exempt status for the activity, a new request and verification fee will be required. Any substantial modifications to the project design should be submitted to the Department for review, as changes may result in a permit being required.

2. Proprietary Review - NOT REQUIRED

The activity does not appear to be located on sovereign submerged lands, and does not require further authorization under Chapter 253 of the Florida Statutes, or Chapters 18-20 or 18-21 of the Florida Administrative Code.

3. SPGP Review - NOT APPROVED

Your proposed activity as outlined on your application and attached drawings does not qualify for Federal authorization pursuant to the State Programmatic General Permit and a SEPARATE permit or authorization shall be required from the Corps. You must apply separately to the Corps using their *APPLICATION FOR DEPARTMENT OF THE ARMY PERMIT*, ENG FORM 4345, or alternative as allowed by their regulations. More information on Corps permitting may be found online in the Jacksonville District Regulatory Division Source Book at: <http://www.saj.usace.army.mil/Divisions/Regulatory/sourcebook.htm>.

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

Additional Information

Please retain this letter. The activities may be inspected by authorized state personnel in the future to ensure compliance with appropriate statutes and administrative codes. If the activities are not in compliance, you may be subject to penalties under Chapter 373, F.S., and Chapter 18-14, F.A.C.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action. The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be

filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the decision. While you are not required to publish notice of this action, you may elect to do so pursuant Rule 62-110.106(10)(a).

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver will not apply to persons who have not received written notice of this action.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

EXECUTION AND CLERKING

Executed in Orlando, Florida

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Megan Mills
Permitting Program Administrator
South District

Enclosures:

3 Project drawings
62-330.051(5)(e), F.A.C./403.813(1)(c), F.S.

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this document and all attachments, including all copies, were sent to the addressee and to the following listed persons:

U.S. Army Corps of Engineers, Miami Office, SEAppls@usace.army.mil

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to Section 120.52(7), F.S., with the designated Department clerk, receipt of which is hereby acknowledged.

Barbara Browning

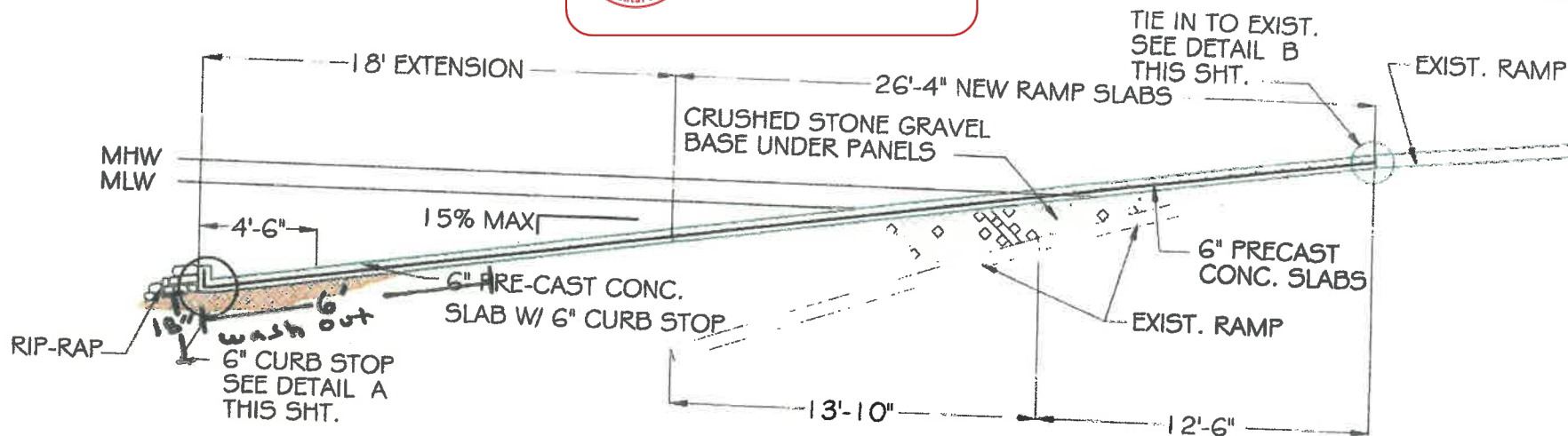
Clerk

February 4, 2019
Date



EXEMPT

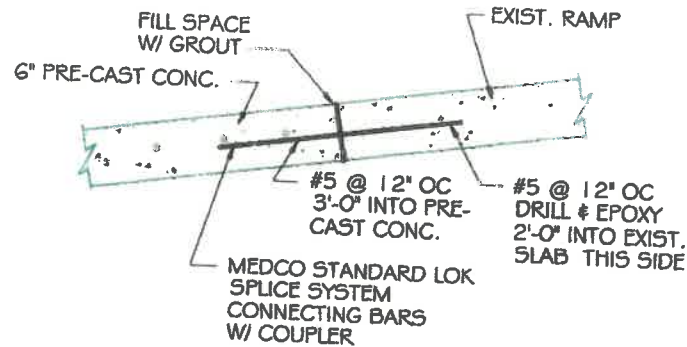
File Number:
0116528-013-EE



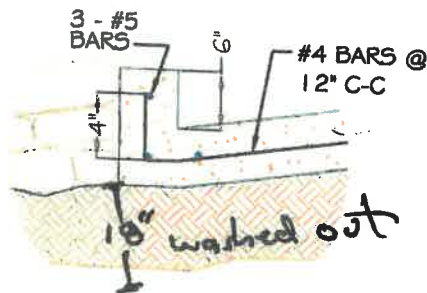
NOTE: RAMP SLOPE IS EXAGGERATED FOR ILLUSTRATION PURPOSES.

PLACE NEW PRECAST PANELS ON TOP OF EXIST. RAMP TO ACHIEVE NEW MAX 15% SLOPE. PROVIDE CRUSHED STONE GRAVEL/ GROUT BASE UNDER PANELS.

RAMP
NTS



RAMP TIE-IN - DETAIL B
NTS



6" CURB STOP - DETAIL A
N.T.S.

Received
Electronically
January 16, 2019
South District

BAR IS ONE INCH ON ORIGINAL DRAWING.
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY



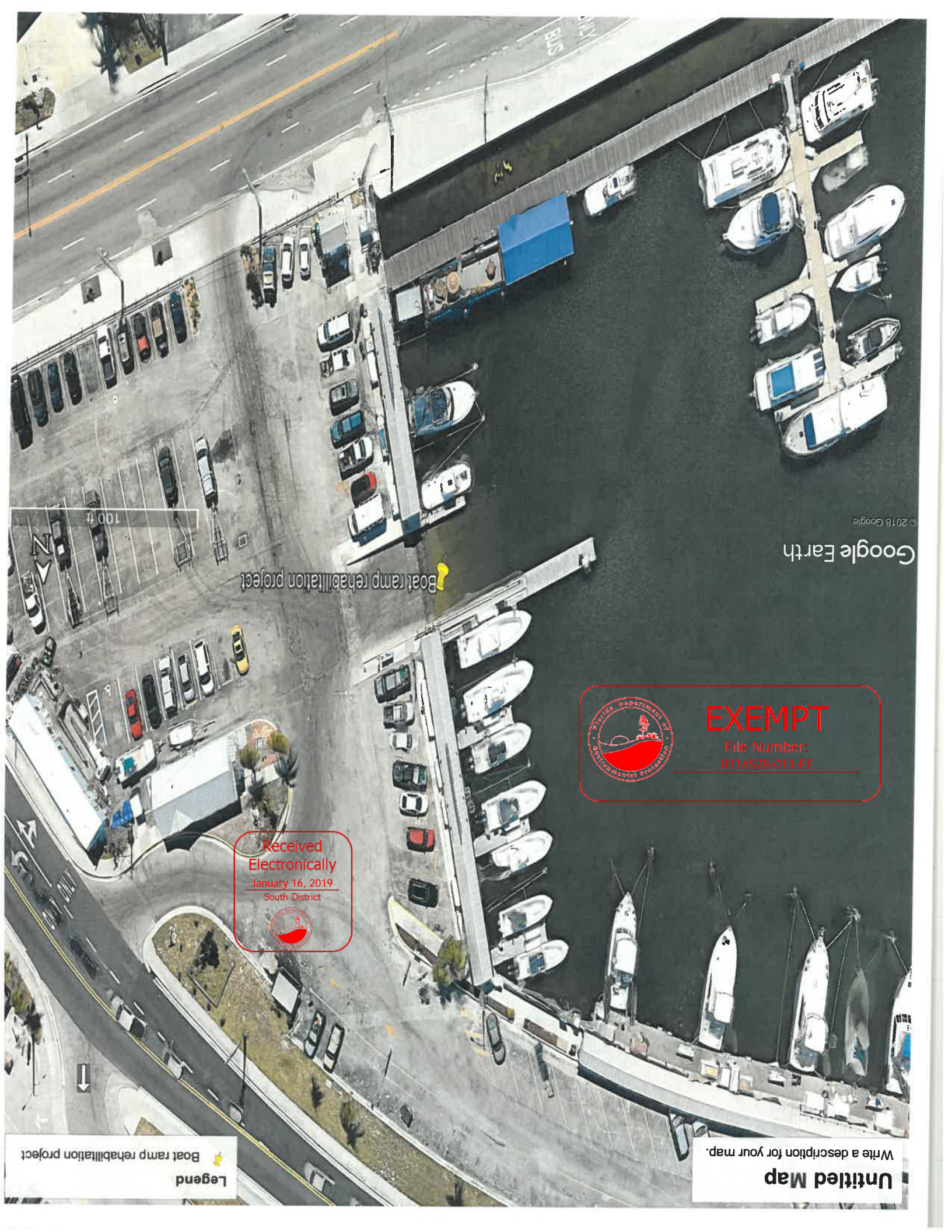
City of Key West
Engineering Services
804 Simonton Street
Key West, Florida 33040
(305) 292-8195

GARRISON BIGHT MARINA
BOAT LAUNCH RAMP

DMA
AM-L
NTS

RAMP SECTIONS AND DETAILS

GB 2025
A-333
1-15-19
3 of 5



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Google Earth


Boat ramp rehabilitation project

 **EXEMPT**
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Write a description for your map.
Untitled Map

Legend
 Boat ramp rehabilitation project

 **EXEMPT**
File Number:
0116528-013-EE

Google Maps



Imagery ©2019 Google, Map data ©2019 Google 200 ft

62-330.051 Exempt Activities.

The activities meeting the limitations and restrictions below are exempt from permitting. However, if located in, on, or over state-owned submerged lands, they are subject to a separate authorization under chapters 253 and 258, F.S., as applicable.

(5) Dock, Pier, Boat Ramp and Other Boating-related Work –

(e) The construction and maintenance to design specifications of boat ramps in accordance with section 403.813(1)(c), F.S., where navigational access to the proposed ramp currently exists:

1. In artificial waters and residential canal systems; or
2. In any wetland or other surface waters when the ramps are open to the public; and
3. The installation of docks associated with and adjoining boat ramps constructed as part of the above ramps is limited to an area of 500 square feet or less over wetlands and other surface waters.

Section 403.813, Florida Statutes Permits issued at district centers; exceptions.—

(1) A permit is not required under this chapter, chapter 373, chapter 61-691, Laws of Florida, or chapter 25214 or chapter 25270, 1949, Laws of Florida, for activities associated with the following types of projects; however, except as otherwise provided in this subsection, this subsection does not relieve an applicant from any requirement to obtain permission to use or occupy lands owned by the Board of Trustees of the Internal Improvement Trust Fund or a water management district in its governmental or proprietary capacity or from complying with applicable local pollution control programs authorized under this chapter or other requirements of county and municipal governments:

(c) The installation and maintenance to design specifications of boat ramps on artificial bodies of water where navigational access to the proposed ramp exists or the installation of boat ramps open to the public in any waters of the state where navigational access to the proposed ramp exists and where the construction of the proposed ramp will be less than 30 feet wide and will involve the removal of less than 25 cubic yards of material from the waters of the state, and the maintenance to design specifications of such ramps; however, the material to be removed shall be placed upon a self-contained upland site so as to prevent the escape of the spoil material into the waters of the state.