



INVITATION TO BID
CITY OF NAPLES
PURCHASING DIVISION
CITY HALL, 735 8TH STREET SOUTH
NAPLES, FL 34102
PH: 239-213-7100 FX: 239-213-7105

NOTIFICATION DATE: 03/04/13	TITLE East Naples Bay Dredging – Rock Removal – Phase II	NUMBER: 025-13	OPENING DATE & TIME: 03/29/13 2:00 PM
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PRE-BID DATE, TIME AND LOCATION: Mandatory Pre-bid Meeting March 12, 2013 at 2:00PM Local Time, City of Naples, Streets and Stormwater Department, 295 Riverside Circle, Naples Florida 34102

NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL:	
MAILING ADDRESS:	
CITY-STATE-ZIP:	
PH:	EMAIL:
FX:	WEB ADDRESS:

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the City of Naples the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Naples all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of FL for price fixing relating to the particular commodities or services purchased or acquired by the City of Naples. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.

AUTHORIZED SIGNATURE	DATE	PRINTED NAME/TITLE
<small>Please initial by all that apply I acknowledge receipt of the following addendum</small>		
____Addendum #1	____Addendum #2	____Addendum #3
____Addendum #4		

PLEASE NOTE THE FOLLOWING:

- > **This page must be completed and returned with your bid.**
- > **Bids must be submitted in a sealed envelope, marked with bid number & closing date.**
- > **Bids received after the above closing date and time will not be accepted.**
- > **If you do not have an email address and you want a copy of the Bid Tab, please enclose a stamped, self-addressed envelope with your bid.**

GENERAL CONDITIONS

TO INSURE ACCEPTANCE OF THE BID, PLEASE FOLLOW THESE INSTRUCTIONS. ANY AND ALL SPECIAL CONDITIONS, ATTACHED HERETO, HAVE PRECEDENCE.

- 1. SEALED BID:** All bids must be submitted in a sealed envelope. The face of the envelope shall contain the bid name and bid number. Bids not submitted on attached bid form shall be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.
- 2. EXECUTION OF BID:** Bid must contain a manual signature of authorized representative in the proposal section. Bid must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bidder to his bid must be initialed.
- 3. NO BID:** If not submitting a bid, respond by returning the Statement of No Bid and explain the reason in the spaces provided. Failure to respond 3 times in succession without justification shall be cause for removal of the supplier's name from the bid mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID," and it must be received no later than the stated bid opening date and hour.
- 4. BID OPENING:** Shall be public, on the date and at the time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be considered. Offers by telegram; telephone; or fax are not acceptable. Bid files may be examined during normal working hours.
- 5. WITHDRAWAL OF BIDS:** Withdrawal of a bid within sixty (60) days after the opening of bids is subject to suspension or debarment in accordance with Section 2-668 of the City Code for up to three years.
- 6. PRICES, TERMS and PAYMENT:** Firm Prices include all packing, handling, shipping charges and delivery to the destination shown herein. Bidder is encouraged to offer cash discount for prompt invoice payment. Terms of less than 20 days will not be considered.

 - A. TAXES:** The City of Naples does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. See exemption number on face of purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of City-owned real property.
 - B. MISTAKES:** Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in extension, the unit price will govern.
 - C. CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be a new, current standard production model available at the time of this bid. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
 - D. SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards there under.
 - E. UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall carry U.L. approval and re-examination listing where such has been established.
 - F. PAYMENT:** Payment will be made by the buyer after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. All invoices shall bear the purchase order number. Payment for partial shipments shall not be made unless specified in the bid. Failure to follow these instructions may result in delay in processing invoices for payment. In addition, the purchase order number must appear on bills of lading, packages, cases, delivery lists and correspondence.
- 7. DELIVERY:** Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may

become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, unless otherwise specified.

8. MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS: Any manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with his 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 also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which 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.

9. INTERPRETATIONS: Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the bid opening. Inquiries must reference the date of bid opening and bid number. Failure to comply with this condition will result in bidder waiving his right to dispute the bid.

10. CONFLICT OF INTEREST: All bid awards are subject to Section 2-973 Conflict of Interest, City of Naples Code of Ordinances, which states: *"No public officer or employee shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of or is doing business with the city; nor shall an officer or employee have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his private interests and the performance of his public duties or that would impede the full and faithful discharge of his public duties. Any member of the city council or any city officer or employee who willfully violates this section shall be guilty of malfeasance in office or position and shall forfeit his office or position. Violation of this section with the knowledge, express or implied, of the person or corporation contracting with or making a sale to the city shall render the contract or sale voidable by the city manager or the city council."*

11. AWARDS: As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received.

12. ADDITIONAL QUANTITIES: For a period not exceeding ninety (90) days from the date of acceptance of this offer by the buyer, the right is reserved to acquire additional quantities up to but not exceeding those shown on bid at the prices bid in this invitation. If additional quantities are not acceptable, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." (THIS PARAGRAPH DOES NOT APPLY FOR A TERM CONTRACT.)

13. SERVICE AND WARRANTY: Unless otherwise specified, the bidder shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidders must explain on an attached sheet to what extent warranty and service facilities are provided.

14. SAMPLES: Samples of items, when called for, must be furnished free of expense, on or before bid opening time and date, and if not destroyed may, upon request, be returned at the bidder's expense. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, bid number and item reference. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received with your bid. If instructions are not received within this time, the commodities shall be disposed of by the City of Naples.

15. BID PROTEST: The city has formal bid protest procedures that are available on request.

16. INSPECTION, ACCEPTANCE AND TITLE: Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency, unless loss or damage results from negligence by the ordering

17. DISPUTES: In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the buyer shall be final and binding on both parties.

18. GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful bidder to notify the buyer at once, indicating in his letter the specific regulation which required an alteration. The City reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the City.

19. LEGAL REQUIREMENTS: Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City of Naples by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

20. PATENTS AND ROYALTIES: The bidder, without exception, shall indemnify and save harmless the City of Naples and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Naples. If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

21. ADVERTISING: In submitting a bid, bidder agrees not to use the results there from as a part of any commercial advertising.

22. ASSIGNMENT: Any Purchase Order issued pursuant to this bid invitation and the monies which may become due hereunder are not assignable except with the prior written approval of the buyer.

23. LIABILITY: The supplier shall hold and save the City of Naples, its officers, agents, and employees harmless from liability of any kind in the performance of this contract.

24. PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for 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, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

25. DISCRIMINATION: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

26. COUNTY TAXES: No proposal shall be accepted from and no contract will be awarded to any person, firm or corporation that is in arrears to the government of Collier County, Florida.

27. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES: The City of Naples encourages and agrees to the successful bidder/proposer extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder/proposer.

IF THIS BID IS FOR A TERM CONTRACT, THE FOLLOWING CONDITIONS SHALL ALSO APPLY

28. ELIGIBLE USERS: All departments of the City of Naples are eligible to use this term contract. Such purchases shall be exempt from the competitive bid requirements otherwise applying to their purchases.

29. PRICE ADJUSTMENTS: Any price decrease effectuated during the contract period by reason of market change shall be passed on to City of Naples. Price increases are not acceptable.

30. CANCELLATION: All contract obligations shall prevail for at least one hundred eighty (180) days after effective date of contract. After that period, for the protection of both parties, this contract may be cancelled in whole or in part by either party by giving thirty (30) days prior written notice to the other party.

31. RENEWAL: The City of Naples reserves the option to renew the period of this contract, or any portion thereof for up to two (2) additional periods. Renewal of the contract period shall be by mutual agreement in writing.

32. ABNORMAL QUANTITIES: While it is not anticipated, should any unusual or abnormal requirements arise, the City reserves the right to solicit separate bids thereon.

33. FISCAL NON-FUNDING CLAUSE: In the event sufficient funds are not budgeted for a new fiscal period, the City shall notify the contractor of such occurrence and the contract shall terminate on the last day of the current fiscal year without penalty or expense to the City.

IF THIS BID IS FOR PERFORMING A SERVICE, THE FOLLOWING CONDITIONS SHALL ALSO APPLY

34. ALTERNATIVE BIDS: Bidders offering service delivery methods other than those permitted by the scope of work may submit a separate envelope clearly marked "ALTERNATIVE BID". Alternative bids will be deemed non-responsive and will not be considered for award. All such responses will, however, be examined prior to award. Such examination may result in cancellation of all bids received to permit rewriting the scope of work to include the alternative method, or the alternative method may be considered for future requirements of the City of Naples.

35. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns and transfers to the City of Naples all rights, titles and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State of Florida that relate to the particular goods or services purchased or acquired by the City of Naples under said contract.

36. BIDDER INVESTIGATIONS: Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the City of Naples upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

37. CERTIFICATES AND LICENSES: The Contractor, at time of proposal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the City of Naples and Collier County for this project pursuant to all applicable Federal, State and Local Laws, Statutes, Ordinances, and rules and regulations of any kind.

38. CHANGE IN SCOPE OF WORK: The City of Naples may order changes in the work consisting of additions, deletions or other revisions within the general scope of the contract. No claims may be made by the contractor that the scope of the project or of the contractor's services has been changed, requiring changes to the amount of compensation to the contractor or other adjustments to the contract unless such changes or adjustments have been made by written amendment to the contract signed by the City of Naples and the contractor. If the contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the contractor, the contractor must immediately notify the City in writing of this belief. If the City believes that the particular work is within the scope of the contract as written, the contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

39. CONTRACTOR PERSONNEL: The City of Naples shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the contractor. If the City reasonably rejects staff or subcontractors, the contractor must provide replacement staff or subcontractors satisfactory to the City in a timely manner and at no additional cost to the City. The day-to-day supervision and control of the contractor's employees and sub-contractors is the responsibility solely of the contractor.

40. COST REIMBURSEMENT: The contractor agrees that all incidental costs, including allowances for profit and tools of the trade, must be included in the bid proposal rates. If an arrangement is made between the contractor and the City to reimburse the contractor for the cost of materials provided in the performance of the work, the contractor shall be reimbursed in the following manner: The City shall reimburse the contractor on completion and acceptance of each assigned job, only for those materials actually used in the performance of the work that is supported by invoices issued by the suppliers of the contractor describing the quantity and cost of the materials purchased. No surcharge shall be added to the supplier's invoices or included in the contractor's invoice submitted to the City that would increase the dollar amount indicated on the supplier's invoice for the materials purchased for the assigned job.

41. EXCEPTIONS: Bidders taking exception to any part or section of the solicitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

42. FAILURE TO DELIVER: In the event of the contractor to fail to deliver services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure the services from other sources and hold the contractor responsible for any resulting purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have.

43. FAILURE TO ENFORCE: Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.

44. FORCE MAJEURE: The contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions and acts of God beyond the control of the contractor, unless otherwise specified in the contract.

45. INDEPENDENT CONTRACTOR: The contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered servants or agents of the City of Naples and the City of Naples shall be at no time legally responsible for any negligence or any wrongdoing by the contractor, its servants or agents. The City of Naples shall not withhold from the contract payments to the contractor any federal income taxes, Social Security tax, or any other amounts for benefits to the contractor. Further, the City shall not provide to the contractor any insurance coverage or other benefits, including Workers' Compensation normally provided by the City for its employees.

46. ORAL STATEMENTS: No oral statement of any person shall modify or otherwise affect the terms, conditions or specifications stated in this contract. All modifications to the contract must be made in writing by the City of Naples.

47. QUALIFICATIONS OF BIDDERS: The bidder may be required, before the award of any contract, to show to the complete satisfaction of the City of Naples that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The bidder may also be required to give a past history and references in order to satisfy the City in regard to the bidder's qualifications. The City may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all information for this purpose that may be requested. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the City that the bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the bidder's qualifications shall include:

- > The ability, capacity, skill and financial resources to perform the work or service.
- > The ability to perform the work service promptly or within the time specified, without delay.
- > The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
- > The quality of performance of previous contracts or services.

48. QUALITY CONTROL: The contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of the contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the City.

49. RECOVERY OF MONEY: Whenever, under the contract, any sum of money shall be recoverable from or payable by the contractor to the City, the same amount may be deducted from any sum due to the contractor under the contract or under any other contract between the contractor and the City. The rights of the City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the contractor.

50. REQUIREMENTS CONTRACT: During the period of the contract, the contractor shall provide all the services described in the contract. The contractor understands and agrees that this is a requirements contract and that the City shall have no obligation to the contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the City for the period of the contract. The amount is only an estimate and the contractor understands and agrees that the City is under no obligation to the contractor to buy any amount of services as a result of having provided this estimate or of having any typical or measurable requirement in the past. The contractor further understands and agrees that the City may require services in excess of the estimated annual contract amount and that the quantity actually used whether in excess of, or less than, the estimated annual contract amount and that the quantity actually used shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

51. TERMINATION FOR CONVENIENCE: The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines that termination is in the City's best interest. Any such termination shall be effected by the delivery to the contractor of a written notice of termination of at least seven (7) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective. After receipt of a notice of termination, except as otherwise directed, the contractor shall stop work on the date of the receipt of the notice or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

52. TERMINATION FOR DEFAULT: The City of Naples reserves the right to terminate the contract if the City determines that the contractor has failed to perform satisfactorily the work required, as determined by the City. In the event the City decides to terminate the contract for failure to perform satisfactorily, the City shall give to the contractor at least seven (7) days written notice before the termination takes effect. The seven-day period will begin upon the mailing of notice by the City. If the contractor fails to cure the default within the seven (7) days specified in the notice and the contract is terminated for failure to perform satisfactorily, the contractor shall be entitled to receive compensation for all reasonable, allocable and allowable contract services satisfactorily performed by the contractor up to the date of termination that were accepted by the City prior to the termination. In the event the City terminates the contract because of the default of the contractor, the contractor shall be liable for all excess costs that the City is required to expend to complete the work under contract.

53. STATE AND FEDERAL EMPLOYMENT LAWS: Contractors providing service to the City are required to comply with all state and federal employment laws. This includes, but is not limited to, laws resulting from the Immigration and Reform and Control Act of 1986, wherein all employers are required to verify the identity and employment eligibility of all employees. The Department of Homeland Security, U.S. Citizenship and Immigration Services require employees and employers to complete Form I-9 and the employer must examine evidence of identity and employment eligibility within three business days of the date employment begins. Non compliant contractors will be subject to contract sanctions, up to and including contract termination.

54. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION: The contractor agrees to comply with Executive Order 12549 “Debarment and Suspension” and 2 CFR 180 “OMB Guidelines to Agencies on Government wide Debarment and Suspension.” These rules require all contractors using federal funds not be debarred or suspended from doing business with the Federal Government. This includes sub-recipients and lower tier participant for covered transactions. Signing and submitting this document certified the organization and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency, and further have not within the preceding three-year period been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction .

THE CITY OF NAPLES IS AN EQUAL OPPORTUNITY EMPLOYER

GENERAL INSURANCE REQUIREMENTS

The Contractor shall not commence work until he has obtained all the insurance required under this heading, and until such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has also been obtained and approved by the Owner.

Certificates of insurance must be issued by an authorized representative of the insurance company at the request and direction of the policyholder and must include sufficient information so as to identify the coverage and the contract for Owner's improvements for which they are issued. Certificates of insurance must be issued by a nationally recognized insurance company with a Best's Rating of no less than B+VII, satisfactory to the Owner, and duly licensed to do business in the state of said Contract.

The Contractor shall procure and maintain, during the life of this Contract, Worker's Compensation Insurance for all of his employees to be engaged in work under this Contract, and he shall require any subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's insurance. In case any employees are to be engaged in hazardous work under this Contract, and are not protected under this Worker's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate coverage for the protection of such employees. It is acceptable to use a State-approved Worker's Compensation Self-Insurance fund.

The Contractor shall take out and maintain during the life of this Contract, Public Liability and Property Damage and shall include Contractual Liability, Personal Injury, Libel, Slander, False Arrest, Malicious Prosecution, Wrongful Entry or Eviction, Broad Form Property Damage, Products, Completed Operations and XCU Coverage to be included on an occurrence basis, and to the full extent of the Contract to protect him, the Owner, and any subcontractor performing work covered by this Contract from damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them. The Contractor shall also maintain automobile liability insurance including "non-owned and hired" coverage. The entire cost of this insurance shall be borne by the Contractor.

The amount of such insurance shall be no less than \$1,000,000 annual aggregate for bodily injury and property damage combined per occurrence.

The City of Naples must be named as Additional Insured on the insurance certificate and the following must also be stated on the certificate. "This coverage is primary to all other coverage the City possesses for this contract only." The City of Naples shall be named as the Certificate Holder. The Certificate Holder shall read as follows:

The City of Naples
735 Eighth Street South
Naples, Florida 34102

No City Division, Department, or individual name should appear on the Certificate.

No other format will be acceptable.

The Certificate must state the proposal number and title.

When using the "Accord"- 25 Certificate of Insurance only the most current version will be accepted.

The City of Naples requires a copy of a cancellation notice in the event the policy is cancelled. The City of Naples shall be expressly endorsed onto the policy as a cancellation notice recipient.

STATEMENT OF NO BID

If you will not be bidding on this product/service, please help us by completing and returning only this page to:

City of Naples, Purchasing Division
City Hall, 735 8th Street South
Naples, FL 34102
Fax 239-213-7105

Bid # _____ and Description: _____

We, the undersigned, decline to proposal on the above project for the following reason(s):

- ___ We are not able to respond to the Invitation to Bid or Request for Proposals by the specified deadline.
- ___ Our Company does not offer this product or service.
- ___ Our current work schedule will not permit us to perform the required services.
- ___ Specifications are incomplete or information is unclear (Please explain below).

___ Other (Please specify below)

Company Name _____ PH _____

Name and Title of individual completing this form:

(Printed Name) (Title)

(Signature) (Date)

REFERENCES

THIS SHEET MUST BE COMPLETED AND RETURNED WITH BID

PROVIDE AT LEAST THREE REFERENCES FOR WHOM YOUR COMPANY HAS PROVIDED SAME OR SIMILAR SERVICES WITHIN THE LAST 2 YEARS.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

CONTACT PERSON: _____

CONTACT E-MAIL ADDRESS: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

CONTACT PERSON: _____

CONTACT E-MAIL ADDRESS: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

CONTACT PERSON: _____

CONTACT E-MAIL ADDRESS: _____

SUBMISSION CHECKLIST

Bidder should check off each of the following items as completed and submit with bid response:

CHECKLIST ELEMENTS	INCLUDED
<ul style="list-style-type: none"> • Submit one (1) original signature and one (1) copy of to your original bid proposal / document <u>AND</u> a Windows© compatible PDF on a CD that is clearly labeled containing a copy of the original document. 	
<ul style="list-style-type: none"> • Include any required drawings; descriptive literature; qualifications; schedules; product compliance / exceptions; alternatives; questionnaire; references, pricing/cost; and any information required of the proposer identified in the text of the bid. 	
<ul style="list-style-type: none"> • Include any delivery information. 	
<ul style="list-style-type: none"> • Complete and include this form with your bid document. Do not forget to have an authorized individual sign in the appropriate pages. 	
<ul style="list-style-type: none"> • Be sure the bid proposal / document has been signed in original on the <u>Cover Sheet</u> page with any bid addendums initialed. Also, examples of vendor contracts used by the City can be found on the Naples Purchasing web site and should be reviewed by the vendor. 	
<p>The mailing envelope has been addressed to: City of Naples Purchasing Division 735 8th Street South Naples, Florida 34102</p>	
<p>The mailing envelope should be sealed and marked with: BID Number BID Title Closing Date</p>	

ALL COURIER DELIVERED PROPOSALS SHOULD HAVE THE ITB NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKET.

At the discretion of the Purchasing Manager, bids or proposals with minor irregularities may be accepted and allowed to be corrected when in the best interest of the City.

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NOTICE TO CONTRACTORS

Sealed bids will be accepted at the Office of the Purchasing Manager, 735 8th Street South, Naples, Florida 34102 for the furnishing of:

East Naples Bay Dredging – Rock Removal – Phase II BID # 025-13

For the City of Naples until 2:00 P.M. Local Time, 3/29/2013, at which time and place all bids received will be publicly opened and read aloud. Any bids received after the time and date specified will not be considered.

A PRE-BID CONFERENCE will be held on 3/12/2013, at 2:00 P.M. at 295 Riverside Circle, Naples, Florida 34102.

Bidders may examine the plans and specifications at the Purchasing Division and may secure a CD with electronic files from the Purchasing Division. Return of the CD is not required.

All bids must be submitted on the Proposal Form as furnished herein and must be accompanied by a Bid Bond or Certified Check, a sum no less than five (5%) of the amount of the Bid, as a guarantee that the Bidder will enter into an agreement with the City if his bid is accepted. Bids shall remain in force for ninety (90) days after the opening. Bidders must be licensed to do business in the State of Florida.

The bid shall be awarded to the lowest, best and most responsible Bidder meeting the purchasing policy of the City of Naples.

The City of Naples is an equal opportunity/affirmative action employer.

The City reserves the right to reject any and all bids in accordance with the purchasing rules and regulations of the City of Naples.

Bill Moss, City Manager
City of Naples

GENERAL:

The following instructions are given for the purpose of guiding Bidders in properly preparing their bids. These directions have equal force and weight with Specifications and strict compliance is required with all provisions contained herein.

ENGINEER OF RECORD:

Atkins North America
Bryan D. Flynn, P.E.
4030 West Boy Scout Blvd, Suite 700
Tampa, FL 33607
Phone 813-281-7689
Fax 813-636-8583

CONDITIONS AFFECTING THE WORK:

Bidders should visit the site, examine the plans, Specifications, Proposal, and Contract forms and take such steps as may be necessary to ascertain the nature and location of the work and the general and local conditions which can affect the work or the cost thereof. Failure to do so will not relieve Bidders from responsibility for estimating properly the difficulty or cost of successfully performing the work.

BIDDING DOCUMENTS:

Bidders are to refer to the Bidding Documents as the basis for their proposals. The Bidding Documents consist of the following:

- Notice to Contractors
- Instructions to Bidders
- No Bid
- Proposal
- Bid Schedule
- Contract Technical Special Conditions
- Specifications
- Plans
- Bidders Qualification Statement
- Addenda Issued Prior to Bid Opening

ADDENDA:

Addenda are written or graphic documents issued prior to the receipt of bids which modify or interpret the Bidding Documents, including Drawings and Specifications, by additions, deletions, clarifications, or corrections. Addenda will become part of the Contract Documents when the Construction Contract is executed.

INSTRUCTIONS TO BIDDERS

Each Bidder shall examine the Bidding Documents carefully and, not later than ten (10) calendar days prior to the date for receipt of bids, shall make written request to the City Purchasing Manager for interpretation or correction of any ambiguity, inconsistency or error therein which he may discover. Any interpretation or correction will be issued as an Addendum by the City. Only a written interpretation or correction by Addendum shall be binding. No Bidder shall rely upon any interpretation or correction given by any other method.

PREPARATION OF BIDS:

Bids shall be submitted on the proposal forms furnished and submitted in a sealed envelope. The face of the envelope shall contain the name of the contractor, the project title, and the date of the bid opening. Bids not submitted on the proper proposal forms shall be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

EXECUTION OF BID:

The bid must contain a manual signature of an authorized representative of the Bidder. The bid must be typed or printed in ink. Use of erasable ink is not permitted.

NO BID:

If not submitting a bid, respond by returning the Statement of No Bid and explain the reason in the spaces provided. Failure to respond 3 times in succession without justification shall be cause for removal of the supplier's name from the bid mailing list. NOTE: To qualify as a respondent, Bidder must submit "NO BID", and it must be received no later than the stated bid opening date and hour.

BID OPENING:

The bid opening shall be public, on the date and at the time specified in the Bidding Documents. It is the Bidders responsibility to assure that his bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be considered. Offers by telegram, telephone or FAX are not acceptable.

BIDDER'S REPRESENTATION:

Each Bidder by making his bid represents that he has read and understands the Bidding Documents and he has visited the site and familiarized himself with the local conditions under which the work is to be performed.

BID SECURITY BOND:

A Bid Bond or Certified Check in the amount of five percent (5%) of the base bid is required for all bids equal to or exceeding \$125,000. Unless otherwise provided in any supplement to these Instructions to Bidders, no Bidder shall modify, withdraw or cancel his bid or any part thereof for ninety (90) days after the time designated for the receipt of bids in the advertisement or Public Invitation to Bid without forfeiture of the Bid Bond or Check. Such Bid Bonds or Checks will be returned upon execution of the Contract or within ninety (90) days of receipt of bid, whichever occurs earlier.

A bid is invalid if it is not accompanied by the required Bid Bond or Check and has not been deposited at the designated location at or prior to the time and date for the receipt of bids indicated in the advertisement or Public Invitation to Bid.

REJECTION OF BIDS:

All bids must be prepared on the forms provided in the Bidding Documents and submitted in accordance with the instructions to Bidders. Amounts and number of days shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

The Bidder acknowledges the right of the City to reject any or all bids and to waive any informality or irregularity in any bid received. In addition, the Bidder recognizes the right of the City to reject a bid if the Bidder fails to furnish any required bid security, or if the bid is in any way incomplete or irregular.

BID WITHDRAWAL:

Any Bidder may withdraw his bid but only by written request at any time prior to the scheduled bid opening. Any Bidder withdrawing his bid within sixty (60) days after the opening of bids, may be temporarily suspended from future bidding for a period of one year.

PERFORMANCE AND PAYMENT BONDS:

A Performance and Payment Bond shall be required of an awarded construction contract that is equal to or greater than \$100,000.00. Upon the award of the bid to successful Bidder, the selected Contractor shall be required to furnish bonds covering

the faithful performance of the Contract and the payment of the obligations thereunder. The amount of these bonds shall each be one hundred percent (100%) of the contract price. The bonds shall be delivered to the City not later than the date of execution of the Contract.

The Contractor shall require the attorney in fact who executes the required bond on behalf of the surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power.

The surety of such bond shall be a duly authorized and nationally recognized surety company satisfactory to the City and duly licensed to do business in the State of Florida.

SUBCONTRACTORS:

Bidders shall list on the Proposal form the names and addresses of subcontractors or other persons or organizations proposed for portions of the Work, including those who are to furnish materials or equipment. The Work, materials or equipment to be provided by proposed subcontractors or others shall be described and the percentage of the total bid amount which their work represents shall be indicated.

The Bidder will be required to establish to the satisfaction of the Engineer and the City the reliability and responsibility of the proposed Subcontractors to furnish and perform the Work. If prior to the Notice of Award the Engineer notifies the Bidder in writing that either the City or the Engineer, after due investigation, has reasonable and substantial objections to any person or organization on such list, and refuses in writing to accept such person or organization, the Bidder may, at his option, withdraw his bid without forfeiture of bid security. If the Bidder submits an acceptable substitute with an increase in his bid price to cover the difference in cost occasioned by such substitution, the City may, at his discretion, accept the increased bid price or he may disqualify the Bidder. Subcontractors and other persons and organizations proposed by the Bidder and accepted by the City and the Engineer must be used on the Work for which they were proposed and accepted and shall not be changed except with the written approval of the City and the Engineer.

CERTIFICATES AND LICENSES:

The contractor shall provide notarized copies of all valid licenses and certificates required for the performance of the work. The notarized copies shall be delivered to the City of Naples no later than ten (10) days after the contractor receives the notice of award from the City of Naples. Current notarized copies of all licenses and certificates shall be provided to the City within forty-eight hours of demand at any time during the contract term. Contractor must be a licensed marine contractor, dredging contractor or general contractor with USL&H (longshoreman's) insurance.

TERMS OF CONTRACT:

The resulting contract will commence on the date of award and shall be in effect for a period of twelve months.

QUESTIONS:

Questions regarding this Bidder packet must be received in writing in the Purchasing Division, **No later than ten calendar days prior to the Bid closing date**. Direct all questions to:

Gerald “Jed” Secory, MBA / CPPO / CPM
Purchasing Manager
City of Naples, Purchasing Division
735 8th Street South
Naples, Florida 34102
PH: (239) 213-7102 FX: (239) 213-7105
jsecory@naplesgov.com

PROPOSAL FORM

Bidder

Office of the Purchasing Manager
City of Naples, Florida
735 8th Street South
Naples, Florida 34102

Gentlemen:

The undersigned, as Bidder, hereby declares that the only person interested in the Proposal as principal or principals is or are named herein, and that no other person than herein named has any interest in this Proposal; that this proposal is made without connection with any other person, company, or parties making bid or proposal; and that it is in all respects fair and in good faith, without collusion or fraud.

The Bidder further declares that he had examined the Plans, Specifications and the Documents relative thereto, and has read all Addenda furnished prior to the opening of bids; and the Bidder further declares that he has informed himself fully in regard to all conditions pertaining to the bid.

The Bidder proposes and agrees, if this Proposal is accepted, to furnish all items and/or labor and means of transportation in full and complete accordance with the shown, noted, described and reasonably intended requirements of the Plans, Specifications, to the full and entire satisfaction of the City, for the amounts contained in the Bid Schedule which is attached to and made a part of this proposal.

The Bidder also agrees to execute a contract within fourteen (14) consecutive days after written notice has been given of the award of contract, and concurrently to furnish to City a satisfactory contract bond and payment bond each equal to 100% of the base bid guaranteeing the faithful performance of the work and payment of the bills.

The Bidder further agrees to complete the work to be done as contained in the Bid Schedule within 210 calendar days of execution of contract. Restoration of the upland dewatering area shall be conducted within 240 calendar days of execution of contract with the City of Naples. The City shall have and is hereby given the right to deduct and retain out of such monies which may be due, or which may be due or payable to the

Contractor for the work to be done under this contract money as liquidated damages as determined in this document.

The Bidder agrees to execute a contract with the City within 14 days of Notice of Award by the City. In all cases, dredging and rock removal under the Work described herein must be completed within 210 days of the executed contract, and restoration of the upland dewatering area must be completed with 240 days of the executed contract.

PROPOSAL FORM

Accompanying this Proposal is a Bid Bond or Certified Check, payable to the City of Naples, in the amount of _____ - dollars (5% of the based bid) which is to be forfeited as Liquidated Damages if the Bidder fails to execute the Contract and furnish satisfactory Contract Bond under the conditions and within the time specified in this Proposal; otherwise, said Bid Bond Check is to be returned to the undersigned.

Street and Number
or PO Box Number

Name of Partnership,
Corporation or Individual

City, State Zip Code

Signature of Authorized
Partner, Corporation or Individual

Telephone No. & Area Code

Title

Acknowledgment
of Addenda:

Date

No.	Date
_____	_____
_____	_____
_____	_____

Affix Corporate Seal:

Attachments to Proposal:
Vendor Certification – Tie Bids
Subcontractor Statement
Bid Schedule
Bidder's Qualification Statement
Statement of Non-Collusion
Florida Trench Safety Act Certificate of Compliance

VENDOR CERTIFICATION

On identical tie bids, preference must be given to vendors submitting a certification with their bid that they have a drug-free workplace in accordance with Section 287.087 Florida Statutes. This certification is 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, a business shall:

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

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

Vendor's Signature

SUBCONTRACTOR STATEMENT

List below the names and address of all proposed Subcontractors or other persons or organizations, including those who are furnishing materials or equipment. Describe the work, materials or equipment to be provided by each Subcontractor and indicate what percentage of the total work it represents. If no Subcontractors are to be used, indicate none below.

There will be subcontractors for this Work: Yes [] No []
(If 'Yes' continue filling out subcontractor information, make additional sheets if required).

Subcontractor:_____

Address:_____

Type of Work (Check One): Subcontract [] Equipment Rental []

Specialty or Equipment Supplied:_____

Dollar Amount/Percent of Work: \$_____ / _____ percent.
Insurance provided by: Subcontractor [] Prime Contractor []

Subcontractor:_____

Address:_____

Type of Work (Check One): Subcontract [] Equipment Rental []

Specialty or Equipment Supplied:_____

Dollar Amount/Percent of Work: \$ _____ / _____ percent.
Insurance provided by: Subcontractor [] Prime Contractor []

Subcontractor: _____

Address: _____

Type of Work (Check One): Subcontract [] Equipment Rental []

Specialty or Equipment Supplied: _____

Dollar Amount/Percent of Work: \$ _____ / _____ percent.
Insurance provided by: Subcontractor [] Prime Contractor []

Subcontractor: _____

Address: _____

Type of Work (Check One): Subcontract [] Equipment Rental []

Specialty or Equipment Supplied: _____

Dollar Amount/Percent of Work: \$ _____ / _____ percent.
Insurance provided by: Subcontractor [] Prime Contractor []

**EAST NAPLES BAY DREDGING PROJECT – ROCK REMOVAL – PHASE II
GOLDEN SHORES, OYSTER BAY, AND ROYAL HARBOR
BID SCHEDULE**

<u>Item</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
1. Mobilization	1	Job	L.S.	_____
2. Preconstruction Video	1	Job	L.S.	_____
3A. ROCK REMOVAL AND FINAL DISPOSAL AT THE <u>COLLIER COUNTY LANDFILL¹</u>				
Sediment & Rock To -5.4 NGVD	1,400CY ⁴	Job	L.S.	_____
OR				
3B. ROCK REMOVAL AND FINAL PLACEMENT AT THE <u>CITY YARD ON RIVERSIDE CIRCLE²</u>				
Sediment & Rock To -5.4 NGVD	1,400CY ⁴	Job	L.S.	_____
OR				
3C. ROCK REMOVAL AND FINAL PLACEMENT AT THE <u>CITY OF NAPLES HABITAT ISLAND³</u>				
Sediment & Rock To -5.4 NGVD	1,400CY ⁴	Job	L.S.	_____
4. Permit Compliance & Monitoring				
4a. Vibration	1	Job	L.S.	_____
4b. Turbidity	1	Job	L.S.	_____
5. Restoration of City Dewatering Area or Turbidity Control at Habitat Island				
	1	Job	L.S.	_____
6. Survey (stakeout, interim pay, as-built)	1	Job	L.S.	_____

7. Demobilization	1	Job	L.S.	_____
8. Unforeseen Conditions Allowance		FIXED		<u>\$40,000</u>

3a. TOTAL OPTION:

(Items 1+2+**3A**+4a+4b+5+6+7+8)

=====

3b. TOTAL OPTION:

(Items 1+2+**3B**+4a+4b+5+6+7)

=====

3c. TOTAL OPTION:

(Items 1+2+**3C**+4a+4b+5+6+7)

=====

SUBMITTED ON _____, 2013

Name of Bidder _____

Signature _____

Name (typed)_____

Title _____

Bid Notes 1,2,3, and 4:

(1) Note 1: The bid price is for the dredging and disposal of the sediment and rock at the Collier County Landfill. The equipment and procedures to be used by the Contractor for dredging, rock removal and transport of the sediment and rock must be detailed below. Lump sum price alone will not be the only criteria used in selection of the Contractor. Methodology and timing/production rate will also be considered as well as other factors to be determined by the City. There will

be a \$25/truck tipping fee for each load of rock delivered to the Collier County Landfill. There is no fee at this time for dried sediment disposal. Please include costs for Storm Water Pollution Prevention Plans and Best Management Practices as indicated in TS-8.1 in the lump sum price.

- (2) Note 2: Alternative bid price for placing the rock at the City Yard and leaving for storage in clean, organized manner (no landfill disposal). Please include costs for Storm Water Pollution Prevention Plans and Best Management Practices as indicated in TS-8.1 in the lump sum price.
- (3) Note 3: Alternative bid price for dumping the rock in a location where the City of Naples plans on building a habitat island (see sheet C-007 for approximate location details). No SWP3 or BMPs required since City Yard will not be utilized.
- (4) Note 4: Due to the nature of rock removal, construction methods will inevitably generate an overdredge volume in the process of achieving the design depth of -5.4ft (NGVD 29) throughout the removal areas. The Contractor must make their own determination of the amount of overdredge that he is likely to remove by his specific construction method in order to ensure that he has achieved the -5.4ft design template. This overdredge amount shall be included in the contractor's lump sum bid price for all rock removal. No separate line item or allowance will be paid for overdredge beyond the -5.4 ft depth. This is a lump sum project for removal of all rock necessary to achieve the dredge template to -5.4ft (NGVD 29).

Rock Removal: It is very important that the rock removal operation be done in a manner to minimize impacts to adjacent areas through both noise and vibration. Describe the procedure to be used, including equipment, to remove the rock in the designated areas. Describe quality control measures to monitor and manage noise and vibration during the rock removal process. Describe the QA/QC procedures that will be implemented prior to ordering the bathymetric survey, that will ensure the final bathymetric surface will meet the -5.4 ft NGVD 29 template and will be smooth and uniform following rock removal. **Note: Blasting is not a permitted method of rock removal for this project.** List references of similar work completed (minimum of 1,400 yd³ of rock, including the names and phone of clients/individuals responsible for the project). Previous attempts to break up rock for removal using a large steel pile or "punch" dropped repeatedly from a crane were unsuccessful and extremely time consuming. This method generated excessive vibrations and resulted in damage to nearby structures. This method will not be accepted as an approved method for rock removal for this project.

Material Management and Transportation: Please describe how the sediment and rock will be managed at the dewatering area and describe how the material will be transported safely to the Collier County Landfill. Describe how the Contractor will provide authentication of delivery to the Owner and Engineer of Record. Describe how

BIDDER'S STATEMENT OF QUALIFICATION

Name of Bidder:

Address of Office Responsible for Supervision of this Bid:

Telephone No.: Principal:

Person to Whom Questions should be Addressed:

Licenses Held by Bidder:

PERFORMANCE HISTORY:

List Any Litigation in which Bidder is involved and describe: (Use additional sheets if necessary)

Has Bidder defaulted on any contract in the last seven (7) years?

Yes [] No []

If yes, describe details on separate sheet.

Are there any tax liens against Bidder?

Yes [] No []

If yes, describe details on separate sheet.

Are there any outstanding judgments against Bidder:

Yes [] No []

If yes, describe details on separate sheet.

Current value of work under contract: \$_____

Surety: (If More than One Attach Separate Sheet)

Bid Bond

Check Services:

[]

Performance Bond []

Payment Bond []

Address of Surety:

Bonding Capacity of Bidder: \$_____

Available Bonding Capacity of Bidder: \$_____

BIDDER'S STATEMENT OF QUALIFICATION

LIST OF ASSETS AVAILABLE FOR THIS JOB:
(List only Major Items above \$25,000 value)

<u>Make</u>	<u>Model</u>	<u>Year</u>	<u>Owned/Leased/Financed</u>	<u>Lease/Finance Co.</u>
-------------	--------------	-------------	------------------------------	--------------------------

BIDDER'S STATEMENT OF QUALIFICATION

REFERENCES:

List at least three projects of a similar nature and scope in the last five years that have been successfully completed by Bidder. Please list projects where a minimum of 1,000 yd³ of rock have been removed.

Project: Total Dollar Amount: \$

The City: Address of The City:

Contact Person: Telephone Number:

Is Project Complete: Yes [] No []

Surety: Bond Amount: \$

Address of Surety:

Engineer/Architect:

Address of Engineer/Architect:

Contact Person for E/A: Telephone No.

Project: Total Dollar Amount: \$

The City: Address of The City:

Contact Person: Telephone Number:

Is Project Complete: Yes [] No []

Surety: Bond Amount: \$

Address of Surety:

Engineer/Architect:

Address of Engineer/Architect:

Contact Person for E/A:

Telephone No.

Project:

Total Dollar Amount: \$

The City:

Address of The City:

Contact Person:

Telephone Number:

Is Project Complete: Yes [] No []

Surety:

Bond Amount: \$

Address of Surety:

Engineer/Architect:

Address of Engineer/Architect:

Contact Person for E/A:

Telephone No.

Contract Form

WITNESSETH:

That the First Party, for the consideration hereinafter fully set out, hereby agrees with the Second Party as follows:

1. That the First Party shall furnish all the materials, as identified in this Contract Document in a manner and form as provided by the following Contract Documents, which are attached hereto and made a part hereof, as if fully contained herein:

Notice to Contractors
Instructions to Bidders
Proposal
Bid Schedule
Contract
Technical Special Conditions
Specifications
Plans
Bidders Qualification Statement
Addenda Issued Prior to Bid Opening

Addenda:	No.	Date
	_____	_____
	_____	_____
	_____	_____

2. That the First Party shall commence the work to be performed under this Agreement on a date to be specified in a written Notice to Proceed of the Second Party, which shall be no later than 15 days from the Notice of Award, and shall fully complete all dredging work hereunder within 210 consecutive calendar days from said date. Final restoration of the temporary dewatering area is to be completed within 240 days of the date of contract execution.
3. That the Second Party hereby agrees to pay to the First Party for the faithful performance of this Agreement in accordance with the unit prices submitted herein and based on actual final measures of said units.
4. That on or before the last day of each calendar month, the Second Party shall make partial payments to the First Party on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by the First Party, LESS ten percent (10%)

of the amount of such estimate, which is to be retained by the Second Party until all work has been performed strictly in accordance with this Agreement and until such work has been accepted by the Second Party.

5. That upon submission by the Contractor, under oath, of evidence satisfactory to the Second Party that all payrolls, material bills, and other costs incurred by the First Party in connection with the construction of the work have been paid in full, final payment on account of this Agreement shall be made within thirty (30) days after the completion by the First Party of all work by the Second Party.
6. It is further mutually agreed between the parties hereto that time is of the essence in this Contract. If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time proposed by the bidder, or any authorized extension thereof, or fails to complete the removal of sediment and rock in the amounts listed in the Bid Tabulation from the canals within 210 days, \$1,450.00 per day for each calendar day that any of that work shall remain uncompleted after the specified or adjusted substantial completion time shall be deducted from the monies due the Contractor, or in case no money is due or the money due the Contractor is not sufficient, his Surety shall be held liable for such amount, not as a penalty, but as Liquidated Damages. If the Contractor fails to complete the entirety of the work for final completion and restore the dewatering area to acceptable conditions within 240 days, \$725.00 per day for each calendar day that any work shall remain uncompleted after the specified or adjusted final completion time shall be deducted from the monies due the Contractor, or in case no money is due or the money due the Contractor is not sufficient, his Surety shall be held liable for such amount, not as a penalty, but as Liquidated Damages.
7. No additional work or extras shall be done unless the same shall be duly authorized by appropriate action by the party of the Second Part.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the Day and date first above written, in five (5) counterparts, each of which shall, without proof or accounting for the other counterpart, be deemed an original contract.

WITNESSES:

Approved as to form:

City Attorney

Contractor

By

Title

Seal:

City of Naples

By

Title

Seal:

PERFORMANCE BOND

STATE OF FLORIDA, COLLIER COUNTY

KNOW ALL MEN BY THESE PRESENTS _____ as Principal, hereinafter called Contractor, and _____ as Surety, hereinafter called Surety, are held and firmly bound unto the City of Naples, Collier County, Florida, as Obligee, hereinafter called 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 _____, 2013, entered into an Agreement with City for the _____, which Agreement is by reference made a part hereof and is hereinafter referred to as the Agreement.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall in all respects promptly and faithfully perform and comply with the terms and conditions of said Agreement and his obligations thereunder, and shall indemnify the City and save the City harmless against and from all costs, expenses and damages arising from the performance of said Agreement or the repair of any work thereunder, then this obligation shall be void; otherwise, this Bond shall remain in full force and effect, in accordance with the following terms and conditions:

1. The Principal and Surety jointly and severally agree to pay the City the difference between the sum to which the said Principal would be entitled on the completion of the Agreement, and that sum which the City may be obliged to pay for the completion of said work by Agreement or otherwise, and any damages, direct or indirect or consequential, which the said City may sustain on account of such work, or on account of the failure of said Contractor to properly and in all things, keep and execute all of the provisions of said Agreement.
2. And this Bond shall remain in full force and effect for a period of time (1) year from the date of acceptance of the project by the City and shall provide that the Contractor guarantees to repair or replace for said period of one (1) year all work performed and materials and equipment furnished that were not performed or furnished accordingly to the terms of the Agreement, and shall make good, defects thereof which have become apparent before the expiration of said period of one (1) year. If any part of the project, in the judgment of the City, for the reasons above stated needs to be replaced, repaired or made good during that time, the City shall notify the Contractor in writing. If the Contractor refuses or

neglects to do such work within five (5) days from the date of service of such Notice, the City shall have the work done by others and the cost thereof shall be paid by the Contractor or his Surety.

3. And the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder of the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive Notice of any change, extension of time, alteration or addition to the terms of the Agreement to the work, or to the Specifications.
4. The Surety represents and warrants to the City that they have a Best's Key Rating Guide general Policyholder's rating of "A- _____" and Financial Category of "Class XIII _____".

IN WITNESS WHEREOF, the above bounded parties executed this instrument under their several seals, this _____ day of _____, 2013, A.D., the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTINUED ON NEXT PAGE

PERFORMANCE BOND

WITNESSES:(If Sole the Cityship or Partnership, two (2) Witnesses required)
(If Corporation, Secretary Only will attest and affix seal).

WITNESSES:

PRINCIPAL:

Signature of Authorized Officer (Affix Seal)

Title

Business Address

City State

SURETY:

WITNESS:

Corporate Surety

Attorney-in-Fact (Affix Seal)

Business Address

City State

Name of Local Insurance Agency

COUNTERSIGNATURE:

name (print)
address
city, state zip

PAYMENT BOND

STATE OF FLORIDA, COLLIER COUNTY

KNOW ALL MEN BY THESE PRESENTS
_____ as Principal,
hereinafter called Contractor, and
_____ as Surety, hereinafter
called Surety, are held and firmly bound unto the City of Naples, Collier County, Florida,
as Obligee, hereinafter called 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 _____, 2013,
entered into an Agreement with City for the Project which Agreement is by reference
made a part hereof and is hereinafter referred to as the Agreement.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the
Principal shall promptly make all payments to all claimants, as hereinbelow defined,
then this obligation shall be void; otherwise, this Bond shall remain in full force and
effect, subject to the following terms and conditions:

1. A claimant is defined as any person supplying the Principal with labor, material and supplies, used directly or indirectly by the said Principal of any subcontractor in the prosecution of the work provided for in said Agreement, and is further defined in Section 713.01 of the Florida Statutes.
2. The above named Principal and Surety hereby jointly and severally agree with the City that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after performance of the labor or after complete delivery of materials and supplies by such claimant, may sue on this Bond for the use of such claimant, and have execution thereon. The City shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereinunder by any claimant:
 - a. Unless claimant, other than one having a direct contract with the Principal, shall within forty-five (45) days after beginning to furnish labor, materials or supplies for the prosecution of the work, furnish the Principal with a notice that he intends to look to this bond for protection.

- b. Unless claimant, other than one having a direct contract with the Principal, shall within ninety (90) days after such claimant's performance of the labor or complete delivery of materials and supplies, deliver to the Principal written notice of the performance of such labor or delivery of such material and supplies and the nonpayment therefor.
 - c. After the expiration of one (1) year from the performance of the labor or completion of delivery of the materials and supplies; it being understood, however, that if any limitation embodied in the Bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to equal to the minimum period of limitation permitted by such law.
 - d. Other than is a state court of competent jurisdiction in and for the City, County or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
4. The Principal and the Surety jointly and severally, shall repay the City any sum which the City may be compelled to pay because of any lien for labor or materials furnished for any work included in or provided by said Agreement.

PAYMENT BOND

- 5. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration of or addition to the terms of the Agreement or to the work to be performed thereunder or the Specifications applicable thereto shall in any way affect its obligations on this Bond, and the Surety hereby waive notice of any such changes, extension of time, alterations of or addition to the terms of the Agreement, or to the work to the Specifications.

- 6. The Surety represents and warrants to the City that they have a Best's Key Rating Guide General Policyholder's rating of "_____" and Financial Category of "Class _____".

IN WITNESS WHEREOF, the above bounded parties executed this instrument under the several seals, this _____ day of _____, 2006, A.D., the name and corporate seal of each corporate party hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESSES: (If Sole the Cityship or Partnership, two (2) Witnesses required)
(If Corporation, Secretary Only will attest and affix seal).

PRINCIPAL:

WITNESSES:

Signature of Authorized Officer (Affix Seal)

Title

Business Address

City

State

Surety and local insurance agency must sign on next page.

PAYMENT BOND

SURETY:

WITNESS:

Corporate Surety

Attorney-in-Fact (Affix Seal)

Business Address

City

State

Name of Local Insurance Agency

COUNTERSIGNATURE:

name print
address
city, state zip

CITY OF NAPLES INSURANCE REQUIREMENTS

The Contractor Shall not commence work until he has obtained all the Insurance required under this heading, and until such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has also been obtained and approved by the City.

Certificates of insurance must be issued by an authorized representative of the insurance company at the request and direction of the policyholder and must include sufficient information so as to identify the coverage and the contract for The City's improvements for which they are issued. Certificates of insurance must be issued by a nationally recognized insurance company with a Best's Ratio of no less than B+VII, satisfactory to the City, and duly licensed to do business in the state of said Contract.

The Contractor shall procure and maintain, during the life of this Contract, Workmen's Compensation Insurance for all of his employees to be engaged in work under this Contract, and he shall require any subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's insurance. In case any employees are to be engaged in hazardous work under this Contract, and are not protected under this Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate coverage for the protection of such employees. It is acceptable to use a State-approved Workmen's Compensation Self-Insurance Fund.

The Contractor shall take out and maintain during the life of this Contract, Public Liability and Property Damage and shall include Contractual Liability, Personal Injury, Libel, Slander, False Arrest, Malicious Prosecution, Wrongful Entry or Eviction, Broad Form Property Damage, Products, Completed Operations and XCU Coverage to be included on an occurrence basis, and to the full extent of the Contract to protect him, the City, and any subcontractor performing work covered by this Contract from damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them. The Contractor shall also maintain automobile liability insurance including "non-owned and hired" coverage. The entire cost of this insurance shall be borne by the Contractor.

The amount of such insurance shall be as follows:

WORKERS COMPENSATION Insurance as in at least the minimum amounts as required by state law; including Employer's Liability Insurance with limits of not less than \$1,000,000 per accident, \$1,000,000 per disease and \$1,000,000 policy limit on disease.

COMMERCIAL GENERAL LIABILITY Insurance including Bodily Injury, Property Damage, Personal Injury, Pollution Liability, Blanket Contractual and Broad Form Property Damage Coverage including Products and Completed Operations, and XCU exposure with combined single limits of not less than \$1,000,000 per occurrence.

COMMERCIAL AUTOMOBILE LIABILITY Insurance including owned, non-owned, leased and hired motor vehicle coverage with limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

The Contractor also agrees to hold harmless and indemnify the City of Naples for any claims arising out of his/her actions, including any legal fees incurred.

Contractual Indemnity Hold Harmless Endorsement exactly as written in "indemnification" is clause as follows:

The Contractor/Vendor, in consideration of Ten Dollars (\$10.00), the receipt and sufficiency of which is accepted through the signing of this document, shall hold harmless and defend The City of Naples and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed thereunder. This provision shall also pertain to any claims brought against the City by any employee of the names Contractor/Vendor, any subcontractor, or anyone directly or indirectly employed by any of them. The Contractor/Vendor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the Contractor/Vendor's limit of, or lack of, sufficient insurance protection. The first Ten dollars (\$10.00) of money received in the contact price is considered as payment of this obligation by the City. This section does not pertain to any incident arising from the sole negligence of The City of Naples.

The City of Naples must be named as Additional Insured on the insurance certificate and the following must also be stated on the certificate: "These coverages are primary to all other coverages the City possesses for this contract only."

**CITY OF NAPLES
INSURANCE REQUIREMENTS**

The City of Naples shall be named as the Certificate Holder.

NOTE: The Certificate Holder should read as follows:

The City of Naples
735 Eighth Street South
Naples, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

Thirty (30) days cancellation notice required.

The Certificate must state the bid number and title.

When using the "Accord" form of insurance certificate, please note that under the cancellation clause, the following must be deleted: "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company".

SECTION II

STANDARD SPECIAL PROVISIONS

STANDARD SPECIAL PROVISIONS

1. BIDS

1.1. All bid awards are subject to Section 2-72 Conflict of Interest, City of Naples Code of Ordinances, which states: "No public officer or employee shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of or is doing business with the city; nor shall an officer or employee have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his private interests and the performance of his public duties or that would impede the full and faithful discharge of his public duties. Any member of the city council or any city officer or employee who willfully violates this section shall be guilty of malfeasance in office or position and shall forfeit his office or position. Violation of this section with the knowledge, express or implied, of the person or corporation contracting with or making a sale to the city shall render the contract or sale voidable by the city manager or the city council."

1.2. In any case where a Bidder or interested Bidder wishes to protest either the results of or intended disposition of any bid, the Bidder or interested Bidder must file a written notice to the Purchasing Manager, explaining in detail the nature of the protest and the grounds on which it is based. This notice must be received by the Purchasing Manager within 48 hours (two business days) of the City's declaration of intent to award the bid. At that time the bid process shall be suspended until the protest procedure, herein described, has been completed. Each written protest must be accompanied by a bid protest bond in the form of a certified check, cashier's check or money order made payable to the City of Naples, in the amount not less than five percent (5%) of the lowest responsible bid, but not to exceed \$7,500. Upon timely receipt of the formal written protest, the City Purchasing Manager may take up to two business days to attempt to resolve any protest. If there is no mutual solution the Purchasing Manager shall forward the formal written protest with any action taken to the City Attorney who shall act as the bid Protest Officer. The City Attorney shall hand down formal findings of fact and a written decision with regard to the validity or nonvalidity of the protest within ten (10) business days of the City's receipt of the formal written protest. Within twenty-four (24) hours of the receipt of the formal findings of fact and written decision, the City shall notify the protesting Bidder or protesting interested Bidder of the decision of the bid protest officer. Such notification may be transmitted via facsimile machine or certified return receipt required mail. The condition of the protest bond shall be that, should the protest be determined by the Protest Officer to be without merit or non-

valid, the bond shall be forfeited to the City. If the protest is resolved by the Purchasing Manager, the Bond shall be returned to the protester in its entirety.

1.3. In submitting a bid, Bidder agrees not to use the results there from as a part of any commercial advertising.

1.4. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for 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, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

2. INTENT OF CONTRACT DOCUMENTS

2.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, materials or equipment, such works shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.

2.2. If before or during the performance of the Work Contractor discovers a conflict, error or discrepancy in the Contract Documents, Contractor immediately shall report same to the Engineer/City in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the Engineer/City. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

2.3. Drawings are intended to show general arrangements, design and extent of work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications or other Contract

Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the Engineer. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

2.4. ORAL STATEMENTS: No oral statement of any person shall modify or otherwise affect the terms, conditions or specifications stated in this contract. All modifications to the contract must be made in writing by the City of Naples.

3. INVESTIGATION AND UTILITIES

3.1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the project area as a whole; topography and ground surface conditions; nature and quantity of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

3.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project Site, said roadways, railways, drainage facilities and utilities being referred to in this Sub-Section 3.2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

4. SCHEDULE

4.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to the Engineer, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work.

4.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the Engineer's review and approval. Contractor shall submit the updates to the Progress Schedule with its monthly Applications for Payment noted below. The Engineer's review and approval of the submitted Progress Schedule updates shall be a condition precedent to The City's obligation to pay Contractor.

5. PROGRESS PAYMENTS

5.1. Prior to submitting its first monthly Application for Payment, Contractor shall submit to Engineer, for review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the Engineer, this schedule of values shall be used as the basis for the Contractor's monthly Applications for Payment. Any request for interim payment based on volume removed shall be accompanied by an interim survey and volume calculations by a certified Licensed Professional Surveyor and Mapper registered in the State of Florida, paid for at the Contractor's expense. QA/QC field checks by the contractor with the City and/or Engineer present must be conducted prior to the Contractor ordering the survey in each canal. Field checks by the City and/or Engineer will not constitute acceptance of work as basis for completion or payment.

5.2. Prior to submitting first monthly Application for Payment, Contractor shall submit to the City a complete list of all its proposed subcontractors and materialmen, showing the work and materials involved and the dollar amount of each proposed subcontract and purchase order. The first Application for Payment shall be submitted no earlier than thirty (30) days after the Commencement Date.

5.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the City in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the City has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the City's interest therein, all of which shall be subject to the City's satisfaction.

5.4. Contractor shall submit three (3) copies of its monthly Application for Payment to the Engineer on or before the 25th day of each month for work performed during the previous month. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. Within ten (10) calendar days after receipt of each Application for Payment, the Engineer shall either:

5.4.1. indicate his approval of the requested payment,

5.4.2. indicate his approval of only a portion of the requested payment, stating in writing his reasons therefore; or

5.4.3. return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment.

5.4.4. in the event of a total denial and return of the Application for Payment by the Engineer, the Contractor may make the necessary corrections and resubmit the Application for Payment. The City shall, within thirty (30) calendar days after the Engineer's approval of an Application for Payment, pay the Contractor the amounts so approved, provided, however, in no event that the City be obligated to pay any amount greater than that portion of the Application for Payment approved by the Engineer.

5.5. The City shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the Engineer for payment, whichever is less. Such sum shall be accumulated and not released to Contractor until final payment is due.

5.6. Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.

6. PAYMENTS WITHHELD

6.1. The Engineer may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The Engineer may nullify the whole or any part of any approval for payment previously issued and the City may withhold any agreement between the City and Contractor, to such extent as may be necessary in the City's opinion to protect it from loss because of:

6.1.1. Defective Work not remedied;

6.1.2. Third party claims filed or reasonable evidence indicating probable filing of such claims;

6.1.3. Failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment;

6.1.4. Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount;

6.1.5. Reasonable indication that the Work will not be completed within the Contract Time;

6.1.6. Unsatisfactory prosecution of the Work by the Contractor, or

6.1.7. Any other material breach of the Contract Documents.

6.2 If these conditions in Subsection 6.1 are not remedied or removed, the City may, after three (3) days written notice, rectify the same at Contractor's expense. The City also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor whether relating to or arising out of this Agreement or any other agreement between Contractor and the Engineer.

7. FINAL PAYMENT

7.1. The City shall make final payment to Contractor within thirty (30) calendar days after the Work is finally inspected and accepted by both the City and the Engineer in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished the City with any and all documentation that may be required by the Contract Documents and the City.

7.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against the City arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by the City shall be deemed to be a waiver of the City's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the Engineer at the time of final inspection.

8. SUBMITTALS AND SUBSTITUTIONS

8.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

8.2. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by the City if sufficient information is submitted by Contractor to allow the City to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by the City from anyone other than Contractor and all such requests must be submitted by Contractor to the Engineer within thirty (30) calendar days after Notice of Award is received by Contractor.

8.3. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the Engineer for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with the City for the Project) to adapt the design to the proposed substitute and whether or not the incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for

redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Engineer in evaluating the proposed substitute. The Engineer may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

8.4. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the Engineer, if Contractor submits sufficient information to allow the Engineer to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the Engineer shall be the same as those provided herein for substitute materials and equipment.

8.5. The Engineer shall be allowed a reasonable time within which to evaluate each proposed substitute. The Engineer shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the Engineer's and the City's prior written acceptance which shall be evidenced by either a Change Order or an approved Shop Drawing. The City may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

9. DAILY REPORTS, AS-BUILTS AND MEETINGS

9.1. Unless waived in writing, the Contractor shall complete and submit to the Engineer on a daily basis a daily log of the Contractor's work for the preceding week in a format approved by the Engineer. The daily log shall document all activities of Contractor at the Project Site including, but not limited to, the following:

- 9.1.1. Weather conditions showing the observed winds and direction during work hours, the amount of precipitation received on the Project Site, and any other weather conditions which adversely affect the Work;
- 9.1.2. Soil conditions which adversely affect the Work;
- 9.1.3. The hours of operation by Contractor's and subcontractor's personnel;
- 9.1.4. The number of Contractor's and subcontractor's personnel present and working at the Project Site, by subcontract and trade;
- 9.1.5. All equipment present at the Project Site, description of equipment use and designation of time equipment was used (specifically indicating any downtime);
- 9.1.6. Description of Work being performed at the Project Site, including work completed that day in reference to the nearest stations designated on the plans, if applicable;

- 9.1.7. Any unusual or special occurrences at the Project Site;
- 9.1.8. Materials received at the Project Site;
- 9.1.9. A list of all visitors to the Project Site; and
- 9.1.10. Any problems that might impact either the cost or quality of the Work or the time of performance.

**The daily log shall not take the place of any notice required to be given by Contractor to the City pursuant to the Contract Documents.

9.2. Contractor shall maintain in a safe place at the Project Site one record copy of the Contract Documents, including, but not limited to, all drawings, specifications, addenda, amendments, Change Orders, Work Directive Changes and Field Orders, as well as all written interpretations and clarifications issued by the Engineer, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project Site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to the Engineer for reference. Upon completion of the Work and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to the Engineer by Contractor.

9.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, which is later. The City, or any duly authorized agents or representatives of the City, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided however, such activity shall be conducted only during normal business hours.

10. CONTRACT TIME AND TIME EXTENSIONS

10.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as

coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission by Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions or the Work under the Contract Documents, and the coordination of the City's suppliers and contractors as set forth in Paragraph 12.2 herein.

10.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulation, strikes or lockouts, Contractor shall notify the City in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

10.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from the City. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against the City will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

10.4. The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines that termination is in the City's best interest. Any such termination shall be effected by the delivery to the contractor of a written notice of termination of at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective. After receipt of a notice of termination, except as otherwise directed, the contractor shall stop work on the date of the receipt of the notice or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

10.5. The City of Naples reserves the right to terminate the contract if the City determines that the contractor has failed to perform satisfactorily the work required, as determined by the City. In the event the City decides to terminate the contract for failure to perform satisfactorily, the City shall give to the contractor at least fifteen (15) days written notice before the termination takes effect. The fifteen-day period will begin upon the mailing of notice by the City. If the contractor fails to cure the default within the fifteen (15) days specified in the notice and the contract is terminated for

failure to perform satisfactorily, the contractor shall be entitled to receive compensation for all reasonable, allocable and allowable contract services satisfactorily performed by the contractor up to the date of termination that were accepted by the City prior to the termination. In the event the City terminates the contract because of the default of the contractor, the contractor shall be liable for all excess costs that the City is required to expend to complete the work under contract.

11. CHANGES IN THE WORK

11.1. The City shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of the City, and the City shall not be liable to the Contractor for any increased compensation without such written order.

12. CLAIMS AND DISPUTES

12.1. A claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between the City and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

12.2. Claims by the Contractor shall be made in writing to the City within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the City within fifteen (15) calendar days after the occurrence of the event, unless the City grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim.

12.3. The Contractor shall proceed diligently with its performance as directed by the City, regardless of any pending claim, action, suit or administrative proceeding, unless otherwise agreed to by the City in writing. The City shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

13. OTHER WORK

13.1. The City may perform other work related to the Project at the site by the City's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, written notice thereof will be given to Contractor prior to starting any such other work. If Contractor believes that such performance will involve additional

expense to Contractor or require additional time, Contractor shall send written notice of that fact to the City within forty-eight (48) hours of being notified of the other work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Tie or adjustment to the Contract Amount.

13.2. Contractor shall afford each utility owner and other contractor who is a party to such a direct contract (or the City, if the City is performing the additional work with the City's employees) proper and safe access to the site and a reasonable opportunity for execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this paragraph are for the benefit of such utility owners and other Contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between the City and such utility owners and other contractors.

13.3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or The City), Contractor shall inspect and promptly report to Engineer in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

14. COMPLIANCE WITH LAWS

14.1. Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety (including, but not limited to, the Trench Safety Act, Chapter 553, Florida Statutes). If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the Engineer in writing.

15. CLEANUP AND PROTECTIONS

15.1. Contractor agrees to keep the Project Site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project Site, as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the Project Site clean and ready for occupancy by the City.

16. ASSIGNMENT

16.1. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the City. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the City.

17. PERMITS, LICENSES AND TAXES

17.1. Dredging permits from FDEP and USACE have been obtained by the City of Naples and are included as an Appendix to this document; all other permits, fees, licenses, etc are the responsibility of the contractor.

17.2. The Contractor shall review the permits, be familiar with them in their entirety and responsible for those requirements directly related to the work (including water quality monitoring) specified in their contract.

18. TERMINATION FOR DEFAULT

18.1. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for the City to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the Engineer or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

18.2. The City shall notify Contractor in writing of Contractor's default(s). If the City determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then the City, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of

Contractor's Work by whatever means, method or agency which the City, in its sole discretion, may choose.

18.3. If the City deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including Engineer and attorney's fees) or damages incurred by The City incident to such completion, shall be deducted from the Contract Amount, Contractor agrees to pay promptly to the City on demand the full amount (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the city to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor shall be approved by the Engineer, upon application, and this obligation for payment shall survive termination of the Agreement.

18.4. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by The City in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, and in settlement, discharge or compromise of any claims, demands suits, and judgments pertaining to or arising out of the Work hereunder.

18.5. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that the City is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against the City shall be the same as and limited to those afforded Contractor under Section 19 below.

19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

19.1. The City shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against the City shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against the City, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

19.2. The City shall have the right to suspend all or any portions of the Work upon giving Contractor not less than two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and

exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds six (6) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

19.3. The City of Naples shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the contractor. If the City reasonably rejects staff or subcontractors, the contractor must provide replacement staff or subcontractors satisfactory to the City in a timely manner and at no additional cost to the City. The day-to-day supervision and control of the contractor's employees and sub-contractors is the responsibility solely of the contractor.

20. COMPLETION

20.1. When the entire Work (or any portion thereof designated in writing by the City) is ready for its intended use, Contractor shall notify the Engineer in writing that the entire Work (or such designated portion) is substantially complete and request that the Engineer issue a Certificate of Substantial completion (or Certificate of Partial Substantial Completion). In all cases, work certified to be completed by the Contractor shall be supported by certified surveys. Refer to Technical Specifications Section TS-6.2. Within a reasonable time thereafter, the City, Contractor and Engineer shall make an inspection of the Work (or designated portion thereof) to determine the status of completion. If the City and Engineer do not consider the Work (or designated portion) substantially complete, the Engineer shall notify Contractor in writing giving the reasons therefore. If the City and Engineer consider the Work (or designated portion) substantially complete, the Engineer shall prepare and deliver to Contractor a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion) which shall fix the date of Substantial Completion for the entire Work (or designated portion thereof) and include a tentative punchlist of items to be completed or corrected by Contractor before final payment. The City shall have the right to exclude Contractor from the Work and Project Site (or designated portion thereof) after the date of Substantial Completion, but the City shall allow Contractor reasonable access to complete or correct items on the tentative punchlist.

20.2. Upon receipt of written certification by Contractor that the Work is completed in accordance with the Contract Documents and is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Engineer will make such inspection and, if he finds the Work acceptable and fully performed under the Contract Documents, he shall promptly issue a final Certificate for Payment, recommending that, on the basis of his observations and inspection, and the

Contractor's certification that the Work has been completed in accordance with the terms and conditions of the Contract Documents, that the entire balance found to be due Contractor is due and payable. Neither the final payment nor the retainage shall become due and payable until Contractor submits: all survey information and supporting data establishing payment or satisfaction of all obligations, such as receipt, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by the City. The City reserves the right to inspect the Work and make an independent determination as to the Work's acceptability, even though the Engineer may have issued his recommendations. Unless and until the City is completely satisfied, neither the final payment nor the retainage shall become due and payable.

21. WARRANTY

21.1. Contractor shall obtain and assign to the City all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the project. Contractor warrants to the City that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to the City that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within one (1) year after final completion, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from the City. Contractor shall also be responsible for any pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the City is entitled as a matter of law.

22. TESTS AND INSPECTIONS

22.1. The City of Naples, its respective representatives, agents and employees, and governmental agencies with jurisdiction over the Project shall have access at all time to the Work, whether the work is being performed on or off of the Project Site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide Engineer with timely notice of readiness of the Work for all required inspections, tests or approvals.

22.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the

Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish Engineer the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the Engineer and The City of Naples.

22.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the Engineer, such Work must, if requested by Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from Engineer, such Work must, if requested by Engineer, be uncovered for Engineer's observation and be replaced at Contractor's sole expense. The City's will conduct noise monitoring during construction. The City will provide a background decibel level that is not to be exceeded by more than five (5) decibels.

22.4. The City shall charge to Contractor and may deduct from any payments due Contractor all engineering and inspection expenses incurred by the City in connection with any overtime work. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday or holidays.

22.5. Neither observations nor other actions by the Engineer not inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

23. DEFECTIVE WORK

23.1. Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by Engineer, Contractor shall as directed, either corrects all defective Work, whether or not fabricated, installed or completed, or if the defective Work has been rejected by Engineer, remove it from the site and replace it with undefective Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold the City harmless for same.

23.2. If the City or Engineer consider it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at the City's or Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection or tests as the Engineer may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such

uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and the City shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension to the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

23.3. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, Engineer may order contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Engineer to stop the Work shall not give rise to any duty on the part of the City or Engineer to exercise this right for the benefit of Contractor or any other party.

23.4. Should the City determine, at its sole opinion, it is in the City's best interest to accept defective Work, the City may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the City's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the City accepts such defective Work after final payment, Contractor shall promptly pay the City an appropriate amount to adequately compensate the City for its acceptance of the defective Work.

23.5. If Contractor fails, within a reasonable time after the written notice from the City or Engineer, to correct defective Work or to remove and replace rejected defective Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, the City may, after seven (7) days written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, the City may exclude Contractor from any or all of the Project Site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Project Site and incorporate in the Work all materials and equipment stored at the Project Site or for which the City has paid Contractor but which are stored elsewhere. Contractor shall allow the City and its respective representatives, agents, and employees such access to the Project Site as may be necessary to enable the City to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of the City in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential

costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court costs and all costs of repair and replacement or work of others destroyed or damaged by Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the City of The City's rights and remedies hereunder.

24. SUPERVISION AND SUPERINTENDENTS

24.1. Contractor shall plan, organize, supervise, schedule, monitor, direct and control the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the contract documents. Contractor shall be responsible to see that the finished work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without prior written notice to the Engineer except under extraordinary circumstances. The superintendent shall be Contractor's representative at the Project Site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as finding as if given to the Contractor. The City shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause. SEE

25. PROTECTION OF WORK

25.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor or any one for whom Contractor is legally liable for is responsible for any loss or damage to the Work, or other Work or materials of the City or the City's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

25.2. Contractor shall not load or permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

25.3. Contractor shall not disturb any benchmark established by the Engineer with respect to the Project. If Contractor, or its subcontractors, agents or anyone for whom Contractor is legally liable, disturbs the Engineer's benchmark, Contractor shall immediately notify the City and Engineer. The Engineer shall reestablish the benchmark and Contractor shall be liable for all costs incurred by the City associated therewith.

26. EMERGENCIES

26.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project Site or adjacent thereto, Contractor, without special instructions or authorization from the City or Engineer is obligated to act to prevent threatened damage, injury or loss. Contractor shall give Engineer written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that after the occurrence of the emergency any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the Engineer determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

27. USE OF PREMISES

27.1. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project Site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project Site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

28. SAFETY

28.1. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

28.1.1 All employees on the work and other persons and/or organizations who may be affected thereby;

28.1.2 All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project Site; and

28.1.3 Other property on Project Site or adjacent thereto, including trees, shrubs, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the Contract Documents.

28.2. Contractor shall comply with all applicable code laws, ordinances, rules and regulations of any public body having jurisdiction for the safety or persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by the City has occurred.

28.3. Contractor shall designate a responsible representative at the Project Site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to The City.

28.4 Any machinery (including, but not limited to excavators, pumps, dumpsters, etc.) being used on a floating barge, must properly secured to the deck to prevent accidental overboard loss.

29. PROJECT MEETINGS

29.1. Prior to the commencement of Work, the Contractor shall attend a preconstruction conference with the Engineer and others as appropriate to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the Engineer or the City with respect to the Project, when directed to do so. Contractor shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by the City or Engineer.

30. TRAFFIC CONTROL PLAN

30.1. A traffic control plan to support the Contractor's operations shall be submitted at least 72 hours prior to commencing work that shall conform to the Florida Department of Transportation's "Manual on Traffic Control and Safe Practices" which shall be obtained by the Contractor at his expense.

31. HOURS OF WORK

31.1. All dredge activity will be conducted during daylight hours from one half-hour after sunrise to one half-hour before sunset. Hours of work may be altered at any time at the discretion of the City. No work may be conducted on Sundays, New Year's Day,

Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day without written approval from the City of Naples Building department. No work may occur at night per FDEP standard manatee regulations.

32. TAX EXEMPTION

32.1. The City of Naples is exempt from the payment of sales or use tax. The tax exemption certificate number is: 21-07.

33. INDEMNIFICATION AND INSURANCE

33.1. Contractor agrees to save harmless, indemnify and defend Owner from any and all claims, losses, penalties, demands, judgments, and costs of suite (including the costs of any appeals), including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, property damage, direct or consequential damages, or economic loss, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of Owner. This provision is intended to apply even if the injury or damage is caused in whole or in part by any act, omission or default of the Owner or their consultants, agent's officers and employees. Owner and Contractor agree the first \$100.00 of the Contract Amount paid by Owner to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of Owner by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's execution of the Agreement.

33.2. The Contractor's obligation to indemnify and defend the owner under paragraph 32.1 of this contract shall not be limited in any way by the agreed upon contract price as shown in this contract or the Contractor's limit of, or lack of, sufficient insurance protection.

33.3. Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in the Insurance Requirements of the Agreement. Further, the Contractor shall at all times comply with all of the terms, conditions, requirements and obligations set forth under these requirements.

34. ASSURANCES WITH REGARD TO OWNER'S EMPLOYEES (City Construction Agreement)

34.1. Contractor agrees not to employ or offer to employ any Elected Officer or City Managerial Employee who in any way deals with, coordinates on, or assists with, the

construction services provided in this Agreement, for a period of two (2) years after termination of all provisions of this Agreement.

34.2. If Contractor violates the provisions of paragraph 33.1 above, Contractor shall be required to pay damages to Owner in an amount equal to any and all compensation which is received by the former Elected Officer or City Managerial Employee from or on behalf of the Contractor, or an amount equal to the former Elected Officer's or City Managerial Employee's last two (2) years of gross compensation from Owner, whichever is greater.

34.3. For purposes of this section, the terms "Elected Officer" shall mean any member of the City Council and "City Managerial Employee" shall mean the City Manager, Assistant City Manager, City Clerk and any City Department Head or Director.

35. ASSURANCES WITH REGARD TO THIRD PARTIES

35.1. Contractor agrees not to provide services for compensation to any other party other than Owner on the same subject matter, same project, or scope of services with approval from the City Council of Owner.

35.2. Except as otherwise provided in this Agreement, Contractor agrees not to disclose or use information not available to members of the general public and gained by reason of Contractor's contractual relationship with Owner for the special gain or benefit of Contractor, or for the special gain or benefit of any other person or entity.

35.2. The Contractor agrees to keep active construction equipment at the project site. At no time shall the Contractor demobilize equipment being actively used on this project for use on another project in which the Contractor is hired by a third party. No equipment may be removed for other work that will cause delay to the East Naples Bay Dredging Project.

THE CITY OF NAPLES IS AN EQUAL OPPORTUNITY EMPLOYER

SECTION III

SUPPLEMENTARY CONDITIONS TO THE STANDARD SPECIAL PROVISIONS

The numbering of the items listed below refers to the applicable paragraph of the Standard General Conditions which is modified by these Supplementary Conditions.

SC-9.1 Daily reports will be provided directly to the Engineer within 24 hours of the daily completed activity. If the report is not provided to an onsite representative of the Engineer, the copy may be sent by facsimile to the Engineer's office at 813-636-8583 or email (bryan.flynn@atkinsglobal.com)

Contract time will commence to run on the day the Contractor receives the fully executed agreement.

SC-17.1 The City has provided regulatory permits from the Florida Department of Environmental Protection and the U.S. Army Corps of Engineers. All other regulatory approvals such as local building permits shall be the responsibility of the Contractor. Contractor shall be responsible for notification of the Coast Guard according to Coast Guard Regulations concerning marine construction activities.

SC-25.2 Contractor shall not load or permit any part of any structure to be loaded in any manner that will endanger the structure. Structure would include but not be limited to seawalls, bulkheads, navigation aids/markers, docks, pilings, stormwater drains, pipes, infrastructure, marine vessels, and roadways.

SECTION IV
TECHNICAL SPECIFICATIONS
FOR EAST NAPLES BAY DREDGING PROJECT

TS-1.0	Scope of Work
TS-2.0	Preconstruction Meeting and Submittals
TS-3.0	Order of Work
TS-4.0	Layout of the Work
TS-5.0	Obstruction of Channel
TS-6.0	Record Drawings
TS-7.0	Site Conditions
TS-8.0	Site Preparation
TS-9.0	Notice to Mariners
TS-10.0	Miscellaneous
TS-11.0	Environmental Protection
TS-12.0	Permits
TS-13.0	General Construction Notes from Construction Drawings
TS-14.0	Safety Notes
TS-15.0	Dewatering Site Construction Notes
TS-16.0	Dredge Construction Notes
TS-17.0	Standard Manatee Construction Conditions
TS-18.0	Video/Environmental/Vibration Monitoring Requirements
Appendix A	FDEP and USACE Permits
Appendix B	Construction Drawings (22"x34")
Appendix C	Geotechnical Reports

TS-1.0 Scope of Work.

TS-1.1 The Work consists of furnishing all labor, materials, and equipment, and performing all tasks necessary for the dredging and rock removal from Golden Shores, Oyster Bay, and Royal Harbor canal systems within the canals of East Naples Bay in Naples Florida. The material to be dredged is primarily rock. The canal system consists of a manmade canals and tributaries to East Naples Bay. The amount of material to be dredged is summarized in the following Table TS1:

EAST NAPLES BAY DREDGE VOLUMES

-5.4' NGVD DESIGNED DREDGE DEPTH	
Rock Volume	1,400 yd ³

Table TS1. East Naples Bay Dredge Volumes

****Note: Dredging will only occur to -5.4' NGVD, although the permit allows excavation to -6.5' NGVD.**

It is anticipated that the dredging will be done by mechanical means, however alternative dredging methodologies may be used if approved by the City and the Engineer of Record. A temporary dewatering area is provided off of Riverside Circle for Contractor's use, with the final disposal of the material to be at the Collier County landfill.

More generally, the Work consists of the following:

1. Removal of a total of approximately 1,400 cubic yards of rock from the areas shown in the plan set. Removal of the rock shall be limited to a depth of -5.4 feet NGVD.
2. Construction, maintenance and restoration of temporary dewatering basins for the temporary holding and drying of sediment and rock removed from the canals prior to final disposal at the Collier County landfill are to be located at the Naples Pulling Park facility located west of Gordon River and east of Riverside Circle on City-owned property.
3. No private dredging shall be conducted in conjunction with this work.

An as-built survey was conducted by Morgan & Eklund, Inc. on behalf of the City of Naples during August/December 2012 and is the basis for the preparation of the construction plans. The Contractor will be responsible for conducting the final post-

dredge surveys (As-built). The contractor will be responsible for stake-out and any interim surveys that may be required to verify grades during dredging and for pay requests. All surveys will be conducted by a licensed surveying firm with demonstrated experience in bathymetric data collection. Surveys shall be certified by a Licensed Professional Surveyor and Mapper registered in the State of Florida.

TS-1.2 This Work must be completed according to the plans and these specifications within the time specified in the contract and within compliance with the conditions of the Department of Environmental Protection (DEP), Corps of Engineers (COE), Coast Guard, and all local permits including permits from the City of Naples, Florida.

TS-1.3 The Contractor is solely responsible for all construction means, methods, techniques, and procedures including construction layout and staking, and the sequence of the work other than as specified under Section TS-3.0, Order of Work.

TS-2.0 Pre-Construction Meeting and Submittals.

TS 2.1 Prior to commencement of construction, Contractor shall meet with the Engineer and the City. Contractor's designated resident superintendent, as required under the General Terms and Conditions, shall be present at the pre-construction meeting, and Contractor shall submit to Engineer, for the City's approval, an Operations Plan which shall describe in detail, as a minimum, the Contractor's proposed:

1. Order of Work,
2. Anticipated schedule, including an estimated start and completion date for sediment and rock removal from each canal.
3. Vessels and heavy equipment to be used,
4. Water transportation for the City and Engineer for access to Construction activities,
5. Specific method of dredging and disposal of dredged material from the canal system. Details will include staging of any equipment, procedures for removing the sediment and rock from the canal system, transport of material to the temporary holding area, and final transport to the Collier County landfill.
6. Number of, and qualifications of, personnel to be used during construction,
7. Quality control during construction to ensure compliance with water quality standards,
8. Quality assurance that the material has been removed to the design depth in compliance with regulatory requirements.
9. Any subcontractors,
10. A form to be used for reporting daily operations. This form shall include a place to record the number of personnel on the job, equipment at the site, Work completed during the reporting period (including Stations worked between), weather and sea conditions, the extent of and reason for any delays, and any instructions received from the City or the Engineer.

TS-2.2 Contractor shall designate a competent resident superintendent to be on site who will be responsible for seeing that the Work is in compliance with the contract documents.

TS-3.0 Order of Work.

The order of Work shall generally be: preparation of staging/dewatering areas, dredging of the canal system, which includes removal of both sediment and rock, ongoing maintenance of the staging/dewatering areas and transport of material to Collier County landfill when suitable. The order of work will be subject to change based on priorities of the City.

TS-4.0 Layout of the Work.

TS 4.1 The Contractor shall complete the layout (initial stake out) of the work per the construction plans. The stake out shall include laying out the project by placing vertical stakes or buoys every 50 ft. in alignment with the dredge footprint in order to present outline of the bottom width of the canal. The Contractor may elect to only stake out a portion of the job initially to reduce the impact to the local boaters. The Contractor shall furnish such stakes, buoys, equipment, tools, and qualified personnel as may be for maintaining such staking as necessary for completion of the Work. It is the Contractor's responsibility to retrieve the stakes from the canals when the canal has been deemed complete.

TS 4.2 The Contractor shall be responsible for continuously maintaining the position of the dredge or excavating equipment within the prescribed dredging limits. Contractor shall continuously monitor tide levels and depth of digging to insure that the designed depth of -5.4 feet NGVD is not exceeded. The Contractor shall have adequate personnel on site with ability of setting accurate control for continual dredge operations.

TS 4.3 The following horizontal dredging limits shall apply unless amended for a site specific location in writing by the Engineer:

- 1) **Ends of Canals:** No dredging shall occur within 20 feet of the shoreline at the end of any of the canals as part of the City of Naples' portion of the East Naples Bay Dredging Project. This would include the shoreline as measured at 0 feet NGVD at seawalls, revetments or embankments at the ends of the canals.
- 2) **Seawalls along Canals:** No dredging shall occur within 10 feet of any seawall under the East Naples Bay Dredging Project. In cases where dredging is shown along side slopes within 10 feet of a seawall, a box cut located more than 10 feet from the seawall may be done no deeper than the dredge limit of -5.4 feet NGVD to achieve the same amount of dredging at that station.

- 3) **Piling and Boat Slips**: No dredging shall occur within 10 feet of any fixed boat slip or mooring pile under the City of Naples' portion of the East Naples Bay Dredging Project. In cases where dredging is shown along side slopes within 10 feet of a boat slip or mooring piling associated with a boat slip a box cut located more than 10 feet from the boat slip or mooring piling may be done no deeper than the than the dredge limit of -5.4 feet NGVD to achieve the same amount of dredging at that station.

TS-5.0 Obstruction of Channel

The Contractor shall be required to conduct the Work in such manner as to minimize obstruction to navigation. In cases where the Contractor's equipment or operations obstruct navigation or endanger the passage of vessels, said equipment or operations shall be moved as soon as practical on the approach of any vessel to such extent as may be necessary to afford safe passage. Upon the completion of the Work, the Contractor shall promptly remove his equipment, including ranges, stakes, buoys and other markers placed by him under the contract in navigable waters. It is the intent of the scheduling required at the Pre-Construction Meeting (TS 2.0) to allow for coordination with the Property Owners Associations of Golden Shores, Oyster Bay, Royal Harbor and the City of Naples to provide advance notice to property owners within the canal system to minimize boat traffic in the area of Work during the time scheduled.

TS-6.0 Record Drawings and As-Built Surveys.

TS-6.1 During the course of construction, the Contractor shall record all information required to complete a set of Record Shop Drawings. Information to be included on the Record Shop Drawings shall be recorded on one working set of construction drawings during the course of the Work, and shall include actual structure dimensions and elevations. If field changes are made to modify the Work in any way, such field changes shall be documented on the Record Shop Drawings by dimension, detail and date. The working set of construction drawings shall be kept at the site and available for review by the City and the Engineer during the progress of the Work. Prior to Substantial Completion of the Work, the Contractor shall transfer the information to a final Project Record set of reproducible drawings, and submit the drawings to the City through the Engineer, along with a certification as to the accuracy and completeness of the drawings. Prior to final payment, the Record Shop Drawings shall be revised by the Contractor to reflect any changes which have occurred.

TS-6.2 Following the completion of the dredging of all the canals, the Contractor shall provide final as-built surveys using the same stations as shown on the plans. These surveys shall be used as a basis for determining project completion on a canal by canal basis and shall be used to comply with the as-built plan submittal to the Florida

Department of Environmental Protection and United States Army Corps of Engineers. The Contractor shall furnish three sets of signed and sealed as-built surveys upon completion. All post-dredge surveys shall be conducted by a licensed surveying firm, with demonstrated experience in bathymetric data collection. Post-dredge surveys including estimates of dredge volumes shall be certified by a Licensed Professional Surveyor registered in the State of Florida. This survey will be used for payment, certification, and Final Acceptance. Contractor payments will be made based upon the lump sum price for material removed within the design template only, based upon the post-dredge survey. The contractor will not be compensated for material removed outside the dredge template.

TS-7.0 Site Conditions.

TS-7.1 The Work in the canal systems of Golden Shores, Oyster Bay, and Royal Harbor is referred to as the "East Naples Bay Dredging Project" on the east side of Naples Bay. The area of work is therefore exposed to weather conditions which at times may include storms and rough sea conditions necessitating temporary suspension of marine construction operations. Additionally, the work area may be subject to wakes generated by vessels in Naples Bay. The Contractor is responsible for being familiar with these conditions and to take them under consideration in the cost of the Work, and to take appropriate precautions to insure that partially completed work is not subject to displacement or damage due to natural site conditions or boat wakes. Should any such damage or displacement of partially completed work occur, the Contractor is responsible for repairing any such damage or displacement of partially completed Work at no additional cost to the City.

TS-7.2 A geotechnical investigation of the subsurface conditions in the canal systems has been completed and the results are included in the Appendix. Rock cores shown on the plan set were conducted by an engineer registered in the State of Florida. Contractor shall perform other additional such investigations that Contractor deems necessary.

TS-7.3 Information and data furnished or referred to herein are for the Contractor's information, however, it is expressly understood that the City and Engineer shall not be responsible for any interpretation or conclusion drawn there from by the contractor. It is the Contractor's responsibility to be familiar with local conditions that may in any manner affect performance of the Work.

TS-8.0 Site Preparation.

TS-8.1 During the stockpiling of material removed from the canal system, all sand and rock material placed on the temporary dewatering site will be placed within the areas designated on the plans. Silt fence shall be erected by the Contractor along the entire perimeter of the disposal basins prior to disposal of material in the basins to avoid the

placement or spreading of sediment into the wetland vegetation along the northern and eastern perimeter of the temporary disposal site.

TS 8.2 Upon completion and acceptance of the dredging, the Contractor shall restore the dewatering areas to their preconstruction condition. Prior to restoration of the dewatering areas the Contractor shall meet with the City and the Engineer on site to discuss the specifics of the site restoration. The City reserves the right to keep the dewatering areas for use for other City work if deemed necessary at that time, and if so shall that work shall be removed from the Contractor's contractual obligation with the City.

TS-9.0 Notice to Mariners.

The Contractor shall be responsible for notifying the Coast Guard in sufficient time to allow for publication of a Notice to Mariners. The local Coast Guard is:

Commander (OAN)
7th Coast Guard District
Brickel Plaza, Federal Bldg., Room 406
909 S.E. First Avenue
Miami, Florida 33131-3050
Attn: (LNM)

The Contractor shall obtain approval from the U.S. Coast Guard for all buoys, markers, and other dredging aids prior to installation. Dredging aids, lights or targets shall not be placed or colored in a manner that they will obstruct or be confused with navigation aids.

TS-10.0 General.

TS-10.1 The work is to be completed within the area shown on the plans. If additional area is required for storage of equipment or materials, arrangements for such storage facilities shall be the responsibility of the Contractor.

TS-10.2 Special measures shall be taken to prevent bilge pumpage or effluent, chemicals, fuels, oils, greases, and bituminous materials from entering the water.

TS-10.3 Disposal of any materials, wastes, effluent, trash, garbage, oil, grease, chemical, etc., in and adjacent to the Project Site shall not be permitted. If any waste materials are dumped in unauthorized areas the Contractor shall remove the material and restore the area to the original condition. If necessary, contaminated ground shall

be excavated, disposed of as directed by the Engineer of Record, and replaced with suitable fill material.

TS-11.0 Environmental Protection.

TS-11.1 Contractor shall exercise due caution so as not to damage existing native vegetation and oysters along the shoreline within and around the Project Sites, access ways, and staging areas. Any native vegetation or oysters outside of the dredge template damaged by Contractor during the course of the Work shall be restored by Contractor at Contractor's expense.

TS-11.2 In order to ensure that manatees are not adversely affected by the construction activities as described in these specifications, the Contractor is required to strictly adhere to the State Department of Environmental Protection and the Corps of Engineers permit conditions which identify specific requirements for the protection of Manatees. Refer to Specific Conditions 19-23 of FDEP Environmental Resource Permit 11-0295486-001 included with these documents as Appendix A. State and federal permits and permit conditions for this project are a part of the contract documents.

TS-11.3 The Contractor shall comply with all requirements set forth by regulatory agency permits, including water quality and registration with Florida Department of Environmental Protection as required by Chapter 373, Part 4; Rule 62-302, F.A.C. and Section 401 of the Clean Water Act, 33 U.S.C. 1341. Contractor shall further be fully responsible for complying with all local, state, and federal rules, regulations, ordinances, and statutes applicable to the dredging, transporting, and disposal of material under this Contract.

TS-12.0 Permits.

TS-12.1 Contractor is responsible for obtaining the local City of Naples Building Permit, including any application fees associated with the City Building Permit and shall comply with all conditions of Federal, State and Local permits including those listed below.

1. Florida Department of Environmental Protection.
2. U.S. Army Corps of Engineers
3. U.S. Coast Guard.

TS-13.0 General Construction Notes.

13.1. All elevations refer to the National Geodetic Vertical Datum (1929).

13.2. Mean Low Water (MLW) is equal to -0.4feet National Geodetic Vertical Datum of 1929 (NGVD 29) for this project area according to benchmarks published on Florida Department of Environmental Protection Land Boundary Information Systems (LABINS) website.

13.3. The Contractor shall make their own determination of the quantities of work required to complete the construction shown on the plans. The Contractor shall also make their own assessment of the site and the work required prior to bidding and any discrepancies, errors or omissions, shall be brought to the attention of the City representative before the bid due date.

13.4. The Contractor is responsible for verifying the location of all underground utilities or other objects prior to commencing work at the site. Any utilities or other items damaged during construction shall be repaired at no cost to the City. Contact "Sunshine" at 1-800-432-4770.

13.5. All areas or items that are damaged or disturbed by the Contractor shall be restored to their original or better condition at no cost to the City.

13.6. The Contractor shall check plans for conflicts and discrepancies prior to construction. The Contractor shall notify the Engineer of Record of any conflict before performing any work in the affected area.

13.7. The Contractor is responsible for repairing any damage to existing facilities, above or below ground, which may occur as a result of the work performed by the Contractor at no cost to the City.

13.8. It is the Contractor's responsibility to become familiar with the permit and inspection requirements of the various governmental agencies. The Contractor shall obtain all necessary permits prior to construction and schedule inspections according to agency instruction.

13.9. All specifications and documents referred to shall be of latest revisions and/or latest edition unless otherwise noted.

13.10. The Contractor is responsible for maintaining horizontal and vertical accuracy during dredging.

13.11. All work performed shall comply with the regulations and ordinances of the various governmental agencies having jurisdiction over the work.

13.12. Repair and replacement of all private and public property affected by this work shall be restored to a condition of equal to, or better than existing conditions unless specifically exempted by the plans.

13.13. Contractor shall provide a dust management plan to the Engineer of Record and the City for approval prior to initiating construction. Approval of the plan shall not

obligate the engineer or the City in any way and shall not alleviate the Contractor's responsibility to control fugitive dust.

13.14. Construction traffic shall not impede the safe and efficient use of Riverside Circle and surrounding roadways. Contractor shall follow FDOT Standard Indices 600 and 604 for maintenance of traffic during construction of the temporary construction access connection.

13.15. Contractor shall be responsible for the timely removal of any fugitive dust, sand or debris which may be caused by his actions from the right of way of Riverside Circle or The Naples Landings.

13.16. Record drawings: The City shall be responsible for having a registered land surveyor to record information on a set of the approved plans concurrently with construction progress following final inspection. One (1) set of the final record drawings shall be submitted to the engineer of record. Record drawings shall comply with the requirements in the scope of work.

13.17. Engineer of Record is the engineer responsible for the design of the project.

PBS&J, 4030 West Boy Scout Blvd St. Suite 700
Tampa, Florida 33607
Phone: 800-477-7275, Fax: 813-636-8583
(bryan.flynn@atkinsglobal.com)

13.18. Engineer of record is the engineer hired to observe construction.

13.19. Other contact information will be provided as necessary.

13.20. Contractor shall not occupy private land outside of any easements or rights of way unless a written authorization has been signed by the property owner and provided to the City. It shall be the Contractor's responsibility to provide these agreements prior to construction, if required. Prior to the use of private lands, the Contractor shall submit a copy of the agreement(s) to the City. In the event that the Contractor uses private property for any purpose without first having the necessary approvals from the property owner or provided the necessary agreement to the City, the City will direct the Contractor to immediately cease using such property. Prior to application for final payment, the Contractor shall provide documentation from the owner of each piece of private property for which an agreement for use was provided, or for which the City has issued written notification to the Contractor, that each owner is satisfied with the manner in which the Contractor has restored the property. Final payment of or reduction in retainage shall not be paid until such documentation is received by the City.

13.21. Under no circumstances will use of explosives or excavation of rock be permitted.

13.22. Material removed from beyond the dredging limits as specified on the Contract Drawings shall be considered excessive dredging for which payment will NOT be made. The Contractor shall be responsible for all federal, state, and local regulatory permits, implications, violations and/or fees as a result of excessive dredging.

13.23. Any dredged materials deposited at locations other than as designated or approved by the City shall be considered misplaced material and shall NOT be paid for until the Contractor, at their expense, removes and re-deposits such misplaced material to the approved disposal site. This required removal and redeposit of the misplaced material and any necessary disposal site restoration work shall not be the basis for a time extension or additional compensation under this Contract.

13.24. Debris, such as stumps, rocks, rock fragments, roots, logs, trash, vegetation, etc. and any other objects except archeological or historic resources that exist within the project area or are unearthed during the dredging operations, shall be removed, transported, and disposed of at the County Landfill and should be expected to be encountered during the dredge operations and will not constitute a change of condition to the contract/agreement. Removal and disposal of debris will to be sole responsibility of the Contractor in its entirety. If archeological or historic resources are encountered the Contractor shall notify the City immediately and stop work until directed to restart. Removal and disposal of debris and obstructions shall not be provided for separately for payment. All costs associated with the required disposal of debris shall be included in the Contract Price for dredging. These specifications are not an all-inclusive reference of debris types, which may be encountered during this dredging.

13.25. Contractor shall be responsible for the removal of any sediment material that accumulates in the dredged channel after initial establishment of the initial channel at no additional cost, and prior to Final Acceptance.

13.26. The City has performed a feasibility level survey that is included in the Contract Drawings. This survey was used to calculate an estimated quantity of material to be dredged. This quantity is considered an estimate and is not the basis for payment to the Contractor. The contract will be awarded on a lump sum basis. In-situ volumes are approximate and presented here for estimation purposes only. The contractor is responsible for verifying the amount of work required to complete the job in its entirety to the elevations specified. Final payment will be made based upon completion of the dredge template to -5.4 ft NGVD 29. The contractor will not be compensated for material removed outside the dredge template.

13.27. The City obtained a pre-construction survey completed in August/December 2012 from its design consultant. This survey was used to calculate an estimated quantity of City material to be dredged or excavated. Total estimates of rock are based on in-situ volumes; no fluff or swell factor has been applied. Quantities presented below

are considered estimates of the actual quantity to be removed. The actual quantity of material removed may vary from these estimates. In-situ volumes are approximate and presented here for estimation purposes only. The Contractor is responsible for verifying the amount of work required to complete the job in its entirety to the elevations specified.

13.28. Compensation will be made for a 0.5 ft allowable overdredge from the design template elevation of -5.4 ft. (NGVD 29). Final payment will be made based upon the lump sum price for volume of material removed within the design template only. The contractor will not be compensated for material removed outside the design template.

13.29. The contractor shall include the cost of fuel for all work to be completed under the line items in the bid tabulation. The price of fuel will be fixed on the date of submittal for the duration of the project. If fuel prices go up in the timeframe of the contract, no consideration will be given to the Contractor for the change in cost of fuel for operation of dredging equipment, support vessels, vehicles or trucking to the landfill.

13.30. Dredged material that is not rock will be dewatered, dried, stockpiled, and transported to the designated disposal site at the Collier County Landfill. Furthermore, the dewatered material may be visually inspected and/or chemically tested at the discretion and cost of the City. Based upon any material inspection or testing, the City may require the Contractor to perform additional mixing of dredged material and/or require additional drying time for the material at no cost to the City.

Contractor shall coordinate delivery of rock and sediment to the Landfill with Collier County Waste Management Supervisor – Fernando Casey (239) 776-5565 (cell). It should be noted that the Collier County Landfill sometimes places limits on the quantity of material that can be delivered daily due to weather and capacity conditions. Any delays caused by Landfill timing shall be at no cost to the City.

13.31. Before transporting sediment from the dewatering site, the material must meet the paint-filter test. (EPA Method 9095B). To ensure this standard is met, a sediment sample must be taken by the Contractor from within the stockpile and placed in a paint filter. If any portion of the material passes through and drops from the filter within the 5 minute test period, the material is deemed to contain free-liquids and is not dry enough for transport.

13.31. Dewatered dredge material will be inspected by the City and/or Collier County Waste Management personnel at the dewatering site and provided it passes the paint filter test, the County has indicated that it will be used as daily cover at the Collier County Landfill. Rock removed from the canals will be inspected by the City and/or Collier County Waste Management and will be used for road base material at the Collier Landfill. Collier County has indicated that there will be no tipping fees assessed on the

dewatered sediment but a \$25/truck fee will be assessed for rock material received at the Collier Landfill.

13.32. Excavated material shall be hauled in sealed trucks, sealed trailers, or other vehicles, which are constructed tightly enough to prevent leakage or spillage onto streets. Contractor will be responsible for cleaning up such leakage and spillage immediately.

13.33. The Contractor shall provide the City and Engineer with an acceptable QA/QC dredge performance monitoring program prior to the City issuing a notice to proceed. The QA/QC program shall present the Contractor's methods for determining how the appropriate dredge depths were achieved in accordance with the plans prior to conducting a post-dredge survey.

13.34. The Contractor shall coordinate with the City and/or Engineer regarding scheduling surveys (interim and post-dredge) and how work completed meets the standards set in the Contractor's QA/QC plan. The surveys will be compared against the pre-construction survey and design template for certification of completion and payment. The post-dredge surveys will meet minimum technical standards and be signed and sealed by a Registered Land Surveyor (RLS) or Professional Surveyor & Mapper (PSM) in the State of Florida with experience in conducting bathymetric surveys. Surveys shall be conducted using survey-grade single beam survey echosounder linked to a RTK-GPS or DGPS receiver for horizontal control that utilizes the nearest Coast Guard Radio Beacon for corrections. Surveys will be referenced horizontally to NAD 83, Florida East Zone, US feet and referenced vertically to NGVD 29, US feet. Survey transect lines will be conducted at 10' intervals within the designated work areas. Survey points shall be collected at a minimum of 5' intervals along each transect line.

13.35. If the results of the post-dredge surveys indicate that design depths have not been reached or excessive over-dredging has occurred, the Contractor shall be responsible for corrective action and any additional cost to re-survey shall be the responsibility of the Contractor. The required re-survey will be performed at the Contractor's expense shall be a certified by a Registered Land Surveyor (RLS) or Professional Surveyor & Mapper (PSM) in the State of Florida. All electronic data collected by the Contractor's surveyor shall be provided to the City in electronic format. This includes x-y-z data, data point descriptions, digital terrain model (DTM) and (XML), CAD files and PDF files of the survey.

13.36. If the City and/or Engineer determine that the contractor has dredged too much material beyond the overdredge template and in violation of the permit requirements (too deep, too wide). The contractor may be required to backfill to the overdredge template in order to meet the permit requirements. Backfilling will not be compensated for by the City and is the sole responsibility of the Contractor.

13.37. Mobilization will be paid as a percent of completion. At 10% completion of work, 25% of the mobilization will be paid. At 25% completion of work, an additional 25% of the mobilization amount will be paid (total 50%), and at 50% completion of work the remaining 50% the mobilization amount will be paid (total 100%).

13.38. Demobilization will be paid upon final completion and acceptance.

13.39. City of Naples Ordinance Section 16-291 limits construction activities in residential areas to Monday through Saturday between 7:00 a.m. to 6:00 p.m. No work may be conducted on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day. The Contractor must obtain a permit and approval from the City of Naples Building Department to request alternative working hours.

TS-14.0 Safety Notes.

14.1. It shall be the sole responsibility of the Contractor to comply and enforce all applicable safety regulations. The information herein has been provided for the Contractor's information only and does not imply that the owner, owner's engineer, or engineer of record will inspect and/or enforce safety regulations.

14.2. During the construction and/or maintenance of the project, all safety regulations are to be enforced. The Contractor shall be responsible for the control and safety of personnel. Labor safety regulations shall conform to the provisions set forth by OSHA in the Federal Register of the Department of Transportation.

14.3. Ensure that these vest/garments be worn whenever the workers are within 15 feet of the edge of the travelway. Workers operating machinery or equipment in which loose clothing could become entangled during operation are exempt from this requirement. Such exempt workers will be required to wear orange shirts or jackets. Require Contractor personnel to wear reflective orange vest/garment during nighttime operations.

14.4. Type V PFDs and hardhats must be worn on dredge barges and support vessels at all times.

TS-15.0 Dewatering Site Construction Notes.

15.1. Contractor shall provide location, specs, procedures and permits for the dewatering site to the City and Engineer of Record for review prior to mobilization.

15.2. Contractor shall install a FDOT approved silt around the entire dewatering area. The Contractor is responsible for maintaining this silt fence at all times.

15.3. Contractor shall implement and maintain those measures necessary to prevent, control and abate any erosion of the ground surface or shoreline banks caused by the Work. The use of best management practices such as straw bales, erosion screens and

turbidity screens shall be used for this portion of the Work. The Contractor shall construct or install temporary and permanent erosion and sedimentation control features as required. Erosion and sediment control measures such as berms, dikes, drains, sediment traps, sedimentation basins, grassing, mulching, straw bales, and silt fences shall be maintained until completion of the Work.

TS-16.0 Dredge Construction Notes.

16.1. All work will be completed in accordance with the plans, all permit conditions and specifications.

16.2. All work will be completed within designated dredge areas and to designated dredge depths.

16.3. All dredge activity will be conducted during daylight hours from one half-hour after sunrise to one half-hour before sunset.

16.4. The Contractor shall strictly adhere to all manatee regulations. (See TS-17.0)

16.5. The Contractor will observe a ten (10) foot buffer around all docks, natural resources, seawalls and structures.

16.6. Areas where natural resources (seagrass, oysters, etc.) are present will be protected with turbidity barriers maintained throughout the project. Turbidity curtains will also be placed across the mouth of each canal when work is being conducted.

16.7. Turbidity control measures will be properly maintained in compliance with Federal and State Water Quality Standards. If turbidity levels exceed water quality standards, dredging activity will cease until levels return to the acceptable range. Water quality will be monitored by the Contractor at the sites located on Sheet C-801 in the construction drawings. Should turbidity be measured more than 29 NTU's above background, work will cease until turbidity has fallen to an acceptable background level. Contractor is responsible for collecting turbidity readings each day at the proper times and locations. A copy of the report must also be sent to the City/Engineer by 10AM the following day, and weekly reports each Monday to the FDEP for the prior week of work.

16.8. If turbidity violations occur at the turbidity curtain location site, the Contractor shall stop work until the turbidity has returned below background levels.

16.9. Final site grading plans shall be determined based on final disposal location(s) and quantities as approved by the Engineer of Record.

16.10. The Contractor will operate in a manner that will cause the least impact to waterway navigation and accommodate local traffic within reason.

16.11. Dredge barges, cables, buoys, etc. will be removed from the center of the canals at the completion of each day's work and have working marking/anchor lights to warn vessels of their location.

16.12. Damage to any property, utilities, structures or natural resources shall be repaired or replaced by the Contractor in a timely manner at the Contractor's expense.

16.13. The City will notify homeowners with a property adjacent to the dredge template prior to construction, stating that the homeowner is responsible for moving their vessel(s) or other property in the water for the duration of dredging in each canal to allow for construction activities. Should a homeowner not move their vessel or property within the allotted time, the Contractor, the City and the Engineer of Record will not be responsible for damages to personal property caused by the failure to move vessels from the canal travelway. The Contractor shall contact the City or on-site representative when a vessel has not been moved and may interfere with construction. Any lost time due to private homeowner vessel interference will be credited to the project schedule.

16.14. It is the responsibility of the Contractor to provide for all equipment ingress and egress to and from the Project work areas. The Contractor shall make an investigation of water access routes and the roads for transportation, load limits for bridges and roads, and other road conditions affecting the transportation of materials and equipment to the Work sites. The Contractor shall also investigate the availability of any staging, storage, and stock piling areas and shall make all arrangements for use of any such areas for the delivery of any materials and equipment to be used in completing the Work. This project has been commissioned by the City of Naples, Florida and use of the Naples Landings Park for temporary loading and unloading of material will be at no cost unless loading, unloading or any other activity by the Contractor interferes with the day-to-day operation of the Landings. Operations that result in conflicts with other users of the Landings will require a \$300 half day fee or a \$500 full day fee. 24-hour advance notice of the Landings use shall be given to the City of Naples Harbormaster, Roger Jacobsen, at (239) 777-8310, (rjacobsen@naplesgov.com).

16.15. Prior to the Pre-Construction Conference, the Contractor shall submit to the City a transportation plan for the transportation of material to the landfill facilities. Entry and exit (haul routes) from construction areas shall specifically approved by the City.

16.16. The traffic using the Project area is generally recreation vessels. Depending on the type and size of equipment used by the Contractor, there may or may not be ample room in the areas to be dredged to accommodate traffic without some interference with the dredging operations. The Contractor should investigate this situation and, coupled with the choice of equipment, determine what impact these conditions will have on the dredging operation.

16.17. The Contractor will be required to conduct the Work in such manner as to obstruct navigation as little as possible during normal working hours, and in the event the Contractor's equipment obstructs the channel as to make difficult or endanger the safe passage of vessels, Contractor shall make reasonable efforts to afford a practicable and safe passage. Upon the completion of the Work the Contractor shall promptly remove the dredge equipment, pipelines, etc. including buoys and other markers to

allow safe passage. In addition, the Contractor will not obstruct navigation during non-working periods, weekends, and any suspension of Work that occurs for the duration of the Project. The Contractor will also be required to remove obstructions (including turbidity curtains, once turbidity is below 29 NTUs above background) to navigation during the evening after normal working hours and will maintain close communication with the City as to traffic conditions and to any problems that arise.

16.18. Dredge/Barge operator will monitor VHF Ch. 16 at all times during operations to communicate with vessels.

16.19. Within ten (10) business days of the completion of the post-dredge survey the City will thoroughly examine the dredging portion of the Work for determination of acceptability of performance. Should any shoals, lumps, or other lack of Contract required dredging depth, width, or slope (i.e. lack of acceptable Contract performance) be disclosed by this examination, the Contractor will be required to comply with the Contract by dredging the affected surface until the condition is corrected. If re-dredging is required to correct the unacceptable Work, the dredging will NOT be paid for above the maximum payment set forth in the Contract. Final acceptance of a corrected work area shall not change the time of payment, work schedule, retained percentages of the whole or any part of the Work.

16.20. Near completion of the Project the City and Contractor will conduct a Pre-Final Inspection. In addition to the completion of post-dredge surveys, the City will inspect for demobilization and clean-up of temporary staging areas. The City will perform the Pre-Final Inspection to verify Work is complete and ready for Final Acceptance. The City Pre-Final Inspection may result in additional Work to be done. The Contractor shall ensure items are corrected before notifying the City so that a Final Inspection can be scheduled. Any items noted on the Pre-Final Inspection shall be corrected in a timely manner. Pre-Final Inspection and deficiency corrections shall be accomplished within the Project completion period.

16.21. Final Inspection will be scheduled by the City based upon the results of Pre-Final Inspection. The Contractor shall notify the City when ready for the Final Inspection and the City will schedule the inspection to be performed within ten (10) business days. The Contractor will be responsible for assuring that Work will be complete and acceptable by the final inspection date. Contractor's failure to have the Work completed by this inspection will be cause for the City to bill the Contractor for the City's additional inspection costs and possible liquidated damages.

TS-17.0 Standard Manatee Construction Conditions.

The Contractor shall comply with the following manatee protection construction conditions:

17.1. The Contractor shall instruct all personnel associated with the project of the potential presence of manatees and the need to avoid collisions with manatees. All

construction personnel are responsible for observing water-related activities for the presence of manatee(s).

17.2. The Contractor 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 of 1972, the Endangered Species Act of 1973, and the Florida Manatee Sanctuary Act.

17.3. Siltation barriers shall be made of material in which manatees cannot become entangled, are properly secured, and are regularly monitored to avoid manatee entrapment. Barriers must not block manatee entry to or exit from essential habitat.

17.4. All vessels associated with the construction project shall operate at "no wake/idle" speeds at all times while in the construction 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.

17.5. If manatee(s) are seen within 100 yards of the active daily construction/dredging operation or vessel movement, all appropriate precautions shall be implemented to ensure protection of the manatee. These precautions shall include the operation of all moving equipment no closer than 50 feet of a manatee. Operation of any equipment closer than 50 feet to a manatee shall necessitate immediate shutdown of that equipment. Activities will not resume until the manatee(s) has departed the project area of its own volition.

17.6. Any collision with and/or injury to a manatee should be reported immediately to the FWC hotline at 1-888-404-FWCC. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-232-2580) for North Florida or Vero Beach (1-772-562-3909) in South Florida.

17.7. Temporary signs concerning manatees shall be posted prior to and during all construction/dredging activities. All signs are to be removed by the Contractor upon completion of the project. A sign measuring at least 3 ft. by 4 ft. which reads "Caution: Manatee Area" will be posted in a location prominently visible to water related construction crews. A second sign should be posted if vessels are associated with the construction, and should be placed visible to the vessel operator. The second sign should be at least 8-1/2" by 11" which reads "Caution: Manatee Habitat. Idle speed is required if operating a vessel in the construction area. All equipment must be shutdown if a manatee comes within 50 feet of operation. Any collision with and/or injury to a manatee shall be reported immediately to the FWC Hotline at 1-888-404-FWCC. The U.S. Fish and Wildlife Service should also be contacted in Jacksonville (1-904-232-2580) for North Florida or Vero Beach (1-772-562-3909) in South Florida."

TS-18.0 Video/Environmental/Vibration Monitoring Requirements

18.1. The Contractor shall be responsible for video monitoring requirements per the below specification:

Electronic Video verification Plan Requirements: The Contractor shall perform electronic surveillance to document the pre-condition of the entire project areas. The Contractor shall provide all material, equipment, transportation, labor and incidentals to prepare a color audio-video recording of the entire length of the proposed project prior to beginning of construction to serve as a record of pre-construction conditions.

- All electronic and written records shall become the property of City.
- Scheduling: Make recordings within 30 days prior to commencement of construction. No construction shall begin prior to review by the City and/or Engineer of the video coverage of the construction area.
- The City shall have the authority to reject all or any portion of recordings not conforming to specifications and order that it be redone at no additional charge. The Contractor shall reschedule unacceptable coverage within five days after being notified.
- Products: The total audio-video system and the procedures employed in its use shall be such as to produce a finished product that will be admissible as evidence in a legal or administrative proceeding involving the project. The video portion of the recording shall produce bright, sharp, clear pictures with accurate colors and shall be free from distortion or any other form of picture imperfection. The audio portion of the recording shall clearly produce the commentary of the camera operator and be free of distortion.
- All video recordings shall, by electronic means, display on the screen the time of day, the month, day and year of the recording, the canal designation per the construction plans and the horizontal location of the recording in relation to the project stationing. This time and date information must be continuously and simultaneously generated with the actual recording.
- Equipment: The color video camera used in the recording shall be of Industrial Grade and shall have EIA Standard NTSC type color.
- The recording shall be made with Industrial Grade recorder. The audio documentation shall be recorded in SP mode.
- The video equipment used for the recordings shall be high resolution color. The video recording cassette, card, memory chip, etc. shall be new and shall not have been used for any previous recording. The recorded video shall be compatible for playback with any American TV Standard device.
- Coverage: The recordings shall contain coverage of all surface features within the construction zone of influence. These features shall include, but not be limited to, all docks, headwalls, seawalls, retaining walls, landscaping, trees, overhead projections,

fences, spoil sites, temporary staging areas, etc. to provide accurate pre-construction documentation.

- Coverage shall be limited to one side of the project (canal) at a time and shall include all surface conditions located within the zone of influence supported by appropriate audio description.
- Panning, zoom-in and zoom-out rates shall be controlled to maintain a clear view of the object.
- Audio Content: Accompanying the video recording of each video shall be a corresponding and simultaneously recorded audio recording. This audio recording, exclusively containing the commentary of the camera operator, shall assist in viewer orientation and in the identification, or objective description of the features being shown in the video portion of the recording.
- The audio recording shall be free from any conversation between the camera operator and any other production technicians that is not pertinent to the project.
- Conditions of Recording: All recording shall be performed during times of good visibility. No recording shall be done during periods of significant precipitation, mist or fog. The recording shall only be done when sufficient sunlight is present to properly illuminate the subjects and to produce sharp, bright video recordings of those subjects.

18.2. The Contractor shall be responsible for turbidity monitoring per FDEP permit specific conditions #25 through #30. All turbidity monitoring reports must be turned in to the City and/or Engineer by 10AM the following day. Weekly monitoring reports are due to FDEP by 10AM each Monday for the previous week. The contractor must shut down if turbidity is 29 NTUs above background levels. The contractor must notify the City and/or Engineer of any violation immediately so it can be reported to FDEP. City reserves the right upon inspection, review and documentation of any violation to shut down operations (in-part or total) if any requirements are not being met by the Contractor. The City and/or Engineer may at anytime request monitoring data from the Contractor, and may elect to conduct independent monitoring at anytime.

18.3. Vibration monitoring will be the responsibility of the Contractor during rock excavation activity. The Contractor shall retain a licensed engineer or other qualified professional to conduct a pre-construction site inspection of the adjacent properties prior to commencing any rock excavation. The professional shall perform on-site seismic monitoring during construction and shall conduct a post-construction inspection. Inspection and monitoring shall consist of any property within 100 feet of the proposed activity, and shall comply with City of Naples Ordinance Section 16-291. Inspections of all potentially affected structures (homes, foundations, pools, garages, etc.) shall be completed. Two (2) seismographs attended full-time by an engineering or inspection

representative are required to be provided by the Contractor. The vibration inspector shall move the seismographs as the rock removal operation moves along the canal, and shall move alongside the canal closest to the excavating barge as the work progresses.

18.4. Prior to the Pre-Construction Conference the Contractor shall provide the City and/or Engineer with an acceptable QA/QC monitoring program prior to the City issuing a notice to proceed. The QA/QC program shall present the Contractor's methods for how the appropriate monitoring elements will be completed in accordance with the plans and specifications. The QA/QC program shall include monitoring requirements, performance thresholds, shut down guidelines, etc. (Note: particular importance will be given to the vibration monitoring program elements).

18.4. The Contractor's QA/QC plan, the contractor shall detail the level of inspection specifically to be performed on dwellings and structures within 100 feet of rock removal. Inspections will include the interior of structures; however, the City recognizes that property owners may not comply with interior inspections in a timely manner or at all. Therefore, the lack of an interior inspection prior to rock excavation will not cause the City to delay the contractor from work as long as the Contractor can demonstrate that it has made a legitimate attempt to contact the property owner. The City will provide the Contractor with property owner contact information.

Under Separate Files

Appendix A

Permits: This section contains the permits from the Florida Department of Environmental Protection and the US Army Corps of Engineers.

-FDEP Environmental Resource Permit 11-0295486-001, Issued December 30, 2010

-US Army Corps of Engineers Permit SAJ-2009-01709 (IP-LAE), Issued May 09, 2011

Appendix B

Bidders may examine the plans and specifications at the Purchasing Division and may secure a CD with electronic files from the Purchasing Division. Return of the CD is not required.

Construction Drawings (22"x34")

Appendix C

This section provides a copy of the following geotechnical reports of the sediment and rock within the East Naples Bay Dredging Project:

1. Geotechnical Services Summary – East Naples Bay Dredging Project, Tierra, Inc., May 26, 2009.
2. East Naples Bay Rock Boring and Geotechnical Investigation, PBS&J, July 20, 2009.