

# **Port Royal Canal Dredging Project**

## **Construction Contract Documents City of Naples**

**June 2013**



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# Port Royal Habitat Island and Canals

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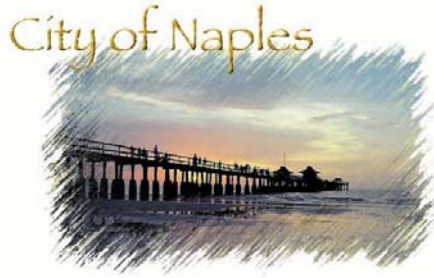
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# Section I Invitation to Bid

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

<b>NOTIFICATION DATE:</b>	<b>TITLE</b>	<b>NUMBER:</b>	<b>OPENING DATE &amp; TIME:</b>
<b>06/25/13</b>	<b>PORT ROYAL CANAL DREDGING PROJECT</b>	<b>045-13</b>	<b>07/26/13 2:00 PM</b>
<b>PRE-BID DATE, TIME AND LOCATION:</b>			
A mandatory pre-proposal bid meeting will be held on July 10, 2013 at 10:00 AM at the Street & Stormwater Department 295 Riverside Circle, Naples, FL 34102			
<b>NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL:</b>			
<b>MAILING ADDRESS:</b>			
<b>CITY-STATE-ZIP:</b>			
<b>PH:</b>		<b>EMAIL:</b>	
<b>FX:</b>		<b>WEB ADDRESS:</b>	
<b>AUTHORIZED SIGNATURE</b>		<b>DATE</b>	
		<b>PRINTED NAME/TITLE</b>	
<p>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.</p> <p style="text-align: center;"><b>FEI/EIN Number</b> _____</p>			
<b>Please initial by all that apply. I acknowledge receipt / review of the following addendum.</b>			
____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.

**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 8<sup>th</sup> 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:** \_\_\_\_\_

## SPECIAL CONDITIONS

**A. TERMS OF CONTRACT**

The resulting contract will commence on award and be in effect until completion of the project.

**B. PROHIBITION OF CONTACT**

Under no circumstances should any prospective organization or individual, or anyone acting for or on behalf of a prospective organization or individual, seek to influence or gain the support of any member of the City Council, public official or City staff favorable to the interest of any prospective organization or individual.

Likewise, contact with City Council, any public official or city staff against the interests of other prospective organization (s) and or individual(s) is prohibited. Any such activities will result in the exclusion of the prospective organization or individual from consideration by the City.

**C. REFERENCES**

Bidder must submit a minimum of three references on the form provided.

**D. STATEMENT OF NO BID**

If you will not be bidding on this producer/service, please help us by completing and returning the Statement of No Bid.

**E. BID FORMAT**

The Contract, if awarded, will be awarded on the basis of material and equipment illustrated and described on the Drawings or specified in the Specification. If a substitution or an “or equal” item is proposed, Bidder must submit this information to the City of Naples Purchasing Department ten (10) days prior to the Bid Date for evaluation as an acceptable substitution or an “or equal” item. If the substitution or the “or equal” item is accepted, the City of Naples will issue an Addendum to all Bidders listing the allowable substitution or the “or equal” item. The cost of changes in related work, additional drawings which may be required to illustrate or define the substitute or “or equal” equipment and its relationship to the other parts or portions of the Work shall be paid by the Contractor. No change will be made in the amount of time in which to complete the Work or in the liquidated damages.

**F. BID PERFORMANCE & PAYMENT BONDS**

**A Bid Security Bond shall be submitted with the final bid**, if the total bid is greater than \$125,000.00, in an amount equal to at least five percent (5%) of the total amount of the final bid, or the equivalent in the form of a certified check or money order made payable to the City of Naples, Florida. Upon the award of the bid to the successful proposer, both bid performance bond and the payment bond will be required in the amount of one hundred percent (100%) of the price specified in the contract. **Also proof of insurance from the successful proposer is required at the time of award as well.**

**G. 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 TO ENSURE AN ANSWER IS PROVIDED PRIOR TO CLOSING.**

**Direct all questions to:**  
**Gerald “Jed” Secory, MBA / CPPO / CPM**  
**Purchasing Manager**  
City of Naples, Purchasing Division  
735 8<sup>th</sup> Street South  
Naples, Florida 34102  
PH: (239) 213-7100 FX: (239) 213-7105  
[jsecory@naplesgov.com](mailto:jsecory@naplesgov.com)



## 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"> <li>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.</li> </ul>	
<ul style="list-style-type: none"> <li>Include any required drawings; descriptive literature; qualifications; schedules; product compliance / exceptions; alternatives; questionnaire; references, forms, tabs, pricing/cost; and any information required of the proposer identified in the text of the bid.</li> </ul>	
<ul style="list-style-type: none"> <li>Include any delivery information.</li> </ul>	
<ul style="list-style-type: none"> <li>Complete and include this form with your bid document. Do not forget to have an authorized individual sign in the appropriate pages.</li> </ul>	
<ul style="list-style-type: none"> <li>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.</li> </ul>	
<ul style="list-style-type: none"> <li>Bid proposal / document needs to be received by the <b>OPENING DATE &amp; TIME</b> indicated on the bid cover page. The mailing envelope must be addressed to:  City of Naples  Purchasing Division  735 8<sup>th</sup> Street South  Naples, Florida 34102</li> </ul>	
<p>The mailing envelope should be sealed and marked with:</p> <p style="padding-left: 40px;"> <b>BID Number</b>  <b>BID Title</b>  <b>BID Opening Date</b> </p>	

**ALL COURIER DELIVERED PROPOSALS MUST HAVE THE BID 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.*



## BID PROPOSAL FORM

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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 180 calendar days of execution of contract. 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.

## PROPOSAL FORM

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The Bidder agrees to execute a contract with the City within 14 days of Notice of Award by the City. In all cases, the Work described herein must be completed within 180 days of the executed contract.

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

## VENDOR CERTIFICATION

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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.

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Vendor's Signature

## SUBCONTRACTOR STATEMENT

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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).

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Subcontractor: \_\_\_\_\_

Address: \_\_\_\_\_

Type of Work (Check One):    Subcontract                       Equipment Rental

Specialty or Equipment Supplied: \_\_\_\_\_

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Dollar Amount/Percent of Work: \_\_\_\_\_ / \_\_\_\_\_ percent.

Insurance provided by:            Subcontractor             Prime Contractor

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Subcontractor: \_\_\_\_\_

Address: \_\_\_\_\_

Type of Work (Check One):    Subcontract                       Equipment Rental

Specialty or Equipment Supplied: \_\_\_\_\_

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Dollar Amount/Percent of Work: \_\_\_\_\_ / \_\_\_\_\_ percent.

Insurance provided by:            Subcontractor             Prime Contractor

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Subcontractor: \_\_\_\_\_

Address: \_\_\_\_\_

Type of Work (Check One):    Subcontract                       Equipment Rental

Specialty or Equipment Supplied: \_\_\_\_\_

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Dollar Amount/Percent of Work: \_\_\_\_\_ / \_\_\_\_\_ percent.

Insurance provided by:            Subcontractor             Prime Contractor

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**PORT ROYAL HABITAT CANAL DREDGING PROJECT  
BID SCHEDULE**

Item No.	Description of Item	Unit	Est. Quantity	Unit Price	Total
1	Mobilization	LS	1		
2	Layout and Post-Construction Surveys	LS	1		
3	Canal Excavation and Conveyance				
3a	Canal Excavation and Conveyance (Design Depth)	CY	16,795		
3b	Canal Excavation and Conveyance (Four Inch Overdredge Allowance)	CY	3,615		
4	Dewatering	LS	1		
5	Environmental Compliance, Turbidity Control and Testing	LS	1		
6	Site Restoration of City Yard (Dewatering Site)	CY	20,410		
7	Demobilization	LS	1		
<b>Base Bid Sub-Total (Items 1-7)</b>					
8	Base Bid Unforeseen Conditions (5% of Sub-Total Above)	LS	1		
<b>Base Bid Total (Items 1-8)</b>					
Bid Option	Description of Item	Unit	Est. Quantity	Unit Price	Total
A	Hauling and Disposal of Excavated Material				
A1	Hauling and Disposal of Excavated Material at the Collier County Landfill	CY	20,410		
A2	Bid Option A Unforeseen Conditions (5% of Sub-Total Above)	LS	1		
<b>Bid Option A Total</b>					
Bid Option	Description of Item	Unit	Est. Quantity	Unit Price	Total
B	Stockpile Excavated Sediment at the City Yard				
B1	Create Stockpile(s) and Protect from Erosion for Storage	CY	20,410		
B2	Bid Option A Unforeseen Conditions (5% of Sub-Total Above)	LS	1		
<b>Bid Option B Total</b>					

SUBMITTED ON \_\_\_\_\_, 2013

Name of Bidder \_\_\_\_\_

Signature \_\_\_\_\_

Name (typed) \_\_\_\_\_

Title \_\_\_\_\_

# PORT ROYAL HABITAT CANAL DREDGING PROJECT

## BID SCHEDULE

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Note: The equipment and procedures to be used by the Contractor for dredging and dewatering must be detailed below. Unit 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.

Describe the equipment to be used excavate and transport the sediment from the canals to the dewatering site (equipment type, size, production rates, etc.): \_\_\_\_\_

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Describe the quality control procedures and computer software to be implemented for establishing and maintaining horizontal positioning and vertical accuracy during the excavation of the canals: \_\_\_\_\_

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Describe your proposed dewatering and turbidity control procedures. Will a polymer/flocculent be used?:

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Describe the proposed sequencing for the Work: \_\_\_\_\_

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Describe prior experience dewatering fine sediments:

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Please provide any additional comments you may have:

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## BIDDER'S STATEMENT OF QUALIFICATION

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Name of Bidder: \_\_\_\_\_

Address of Office Responsible for Supervision of this Bid: \_\_\_\_\_

Person to Whom Questions should be Addressed: \_\_\_\_\_

Licenses Held by Bidder: \_\_\_\_\_

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### 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 [ ] Performance Bond [ ] Payment Bond [ ]

Address of Surety: \_\_\_\_\_

Bonding Capacity of Bidder: \$ \_\_\_\_\_

Available Bonding Capacity of Bidder: \$ \_\_\_\_\_

## BIDDER'S STATEMENT OF QUALIFICATION

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### REFERENCES:

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

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Project: \_\_\_\_\_

Total Dollar Amount: \$ \_\_\_\_\_

Owner: \_\_\_\_\_

Address of Owner: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Is Project Complete: Yes [ ] No [ ]

Name/Address of Surety: \_\_\_\_\_

Bond Amount: \$ \_\_\_\_\_

Engineer/Architect: \_\_\_\_\_

Address of Engineer: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone No. \_\_\_\_\_

Project Description: \_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

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Project: \_\_\_\_\_

Total Dollar Amount: \$ \_\_\_\_\_

Owner: \_\_\_\_\_

Address of Owner: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Is Project Complete: Yes [ ] No [ ]

Name/Address of Surety: \_\_\_\_\_

Bond Amount: \$ \_\_\_\_\_

Engineer/Architect: \_\_\_\_\_

Address of Engineer: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone No. \_\_\_\_\_

Project Description: \_\_\_\_\_

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\_\_\_\_\_

Project: \_\_\_\_\_

Total Dollar Amount: \$ \_\_\_\_\_

Owner: \_\_\_\_\_

Address of Owner: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Is Project Complete: Yes [ ] No [ ]

Name/Address of Surety: \_\_\_\_\_

Bond Amount: \$ \_\_\_\_\_

Engineer/Architect: \_\_\_\_\_

Address of Engineer: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone No. \_\_\_\_\_

Project Description: \_\_\_\_\_

\_\_\_\_\_

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Project: \_\_\_\_\_

Total Dollar Amount: \$ \_\_\_\_\_

Owner: \_\_\_\_\_

Address of Owner: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Is Project Complete: Yes [ ] No [ ]

Name/Address of Surety: \_\_\_\_\_

Bond Amount: \$ \_\_\_\_\_

Engineer/Architect: \_\_\_\_\_

Address of Engineer: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone No. \_\_\_\_\_

Project Description: \_\_\_\_\_

\_\_\_\_\_

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Project: \_\_\_\_\_

Total Dollar Amount: \$ \_\_\_\_\_

Owner: \_\_\_\_\_

Address of Owner: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Is Project Complete: Yes [ ] No [ ]

Name/Address of Surety: \_\_\_\_\_

Bond Amount: \$ \_\_\_\_\_

Engineer/Architect: \_\_\_\_\_

Address of Engineer: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone No. \_\_\_\_\_

Project Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## BIDDER'S EQUIPMENT SCHEDULE

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### EQUIPMENT SCHEDULE 1: DREDGE PLANT AND EQUIPMENT

This schedule shall include equipment owned and/or operated by the Bidder and by any Subcontractor responsible for more than five percent (5%) of the total work. Indicate on the form below if the equipment is owned or operated by the Bidder or Subcontractor. Attach additional sheets if necessary.

Item	Number	Type	Capacity	Owner/Operator

NOTES: In preparing the above tabulation, the Bidder shall insert the following information under the appropriate heading, using a separate line for each major item and additional pages, if necessary.

- A. Number: For dredges, give identifying number of name.
- B. Type: Under this heading, give descriptions. For pipeline dredges, show inside diameter of discharge pipe, horsepower of pump engine, and type of power.
- C. Production: Under this heading, state the estimated productivity of the dredge plant in cubic yards per day when working materials similar to those which is anticipated will be encountered in the performance of the work.
- D. Location: Present location and estimated sailing time to project site.
- E. Booster Plants: Give number and size of plant and equipment schedule.
- F. Pipeline: Give sizes and lengths for floating, submerged, shore, etc.
- G. Electronic Monitoring (Positioning) Equipment: State the manufacturer's name, description of equipment, and methods of interfacing (if required) and accuracy.

## BIDDER'S EQUIPMENT SCHEDULE

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### EQUIPMENT SCHEDULE 2: LAND-BASED EQUIPMENT

The Bidder is requested to state below the number and types of equipment proposed for use in the Project. This schedule shall include equipment owned and/or operated by the Bidder and by any Subcontractor responsible for more than five percent (5%) of the total work. Indicate on the form below if the equipment is owned or operated by the Bidder or a Subcontractor.

Item	Number	Type	Capacity	Owner/Operator
Trucks	_____	_____	_____ cy	_____
Trucks	_____	_____	_____ cy	_____
Trucks	_____	_____	_____ cy	_____
Dozers	_____	_____	_____ cy	_____
Dozers	_____	_____	_____ cy	_____
Dozers	_____	_____	_____ cy	_____
Others	_____	_____	_____	_____
Others	_____	_____	_____	_____
Others	_____	_____	_____	_____

**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 work hereunder within 180 consecutive calendar days from said date.



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 120 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 180 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.

6. No additional work or extras shall be done unless the same shall be duly authorized by appropriate action by the party of the Second Party.

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:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Contractor

By

\_\_\_\_\_  
\_\_\_\_\_  
Title

Seal:  
City of Naples  
By \_\_\_\_\_

\_\_\_\_\_  
Title

Approved as to form:

Seal:

\_\_\_\_\_  
City Attorney

## PERFORMANCE BOND

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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

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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 therefore.

- 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.
  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 \_\_\_\_\_, 2013, 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.

**CONTINUED ON NEXT PAGE**

**PAYMENT 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



## **INSURANCE REQUIREMENTS**

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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 “nonowned 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."

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 (SSP)**

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## Section II: Standard Special Provisions (SSP)

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## SECTION II

### STANDARD SPECIAL PROVISIONS

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#### **1.0 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 non-validity 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.

## **2.0 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 in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the Engineer. 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.

### **3.0 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.

### **4.0 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.

## **5.0 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.

**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 material/men, 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.

## **6.0 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 un-liquidated obligations of Contractor whether relating to or arising out of this Agreement or any other agreement between Contractor and the Engineer.

## **7.0 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.

## **8.0 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 Contractors expense a special performance guarantee or other surety with respect to any substitute.

## **9.0 DAILY REPORTS, AS-BUILTS AND MEETINGS**

**9.1.** Unless waived in writing, the Contractor shall complete and submit to the Engineer on a weekly basis a daily log of the Contractors 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 Agreement and during the five (5) year period noted above; provided however, such activity shall be conducted only during normal business hours.

## **10.0 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 material/men, 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 of 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.

#### **11.0 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.

## **12.0 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.

## **13.0 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.

#### **14.0 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 herewith, it shall promptly notify the Engineer in writing.

## **15.0 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.

## **16.0 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.

## **17.0 PERMITS, LICENSES AND TAXES**

**17.1.** Dredging permits from FDEP and USACE will be obtained by the City of Naples; all other permits, fees, licenses, etc are the responsibility of the contractor.

## **18.0 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.

## **19.0 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.

## **20.0 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. 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 thereof. 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 punch list 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 punch list.

**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.

## **21.0 WARRANTY**

**21.1.** Contractor shall obtain and assign to the City all express warranties given to Contractor or any subcontractors by any material/men 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.

## **22.0 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 Engineer's onsite inspector 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.

### **23.0 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 un-defective 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 belimited 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.

## **24.0 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.

## **25.0 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.

## **26.0 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 of 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.

## **27.0 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.

## **28.0 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 of 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.

## **29.0 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.

## **30.0 TRAFFIC CONTROL PLAN**

**30.1.** A traffic control plan to support the Contractor's operations shall be submitted at least seventy two (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.

### **31.0 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.

### **32.0 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.

### **33.0 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.

**34.0 ASSURANCES WITH REGARD TO OWNER’S EMPLOYEES**

**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.

**35.0 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.

THE CITY OF NAPLES IS AN EQUAL OPPORTUNITY EMPLOYER

# **Section III Supplemental Conditions to Standard Special Provisions (SC)**

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## Section III: Supplemental Conditions to Standard Special Provisions (SC)

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## SECTION III

### SUPPLEMENTAL CONDITIONS TO THE STANDARD SPECIAL PROVISIONS

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These Supplementary Conditions amend or supplement the Standard Special Provisions (SSP) of the Construction Documents. All provisions which are not so amended or supplemented remain in full force and effect. Article 36 is supplemental and in addition to the Standard Special Provisions.

#### SSP-3.0 INVESTIGATIONS AND UTILITIES

##### Add the following:

**SC-3.4 Subsurface and Physical Conditions.** The indications of physical conditions on the Construction Drawings and in the Subsurface Soil Investigations (Appendix C of the Contract Documents) are the result of site investigations by topographic and hydrographic surveys, jet probes and core borings conducted by the Engineer in March through August 2012. When the indicated physical conditions are the result of site investigations by core borings, the locations thereof are shown on the Construction Drawings. While the Engineer's core borings results may be considered *representative* of subsurface conditions at their respective locations and vertical reaches, local variations of subsurface materials in this region are to be expected. The confirmation of all geotechnical, topographic and hydrographic conditions shall be the responsibility of the Contractor. Data and information furnished or referred within the Contract Documents for the Contractor's information. The City and Engineer shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

#### SSP-4.0 SCHEDULE

##### Amend the first sentence of SSP-4.2 as follows:

The Progress Schedule shall be updated bi-weekly (every other week) by the Contractor.

**Add the following:**

**SC-4.3** The Contractor shall initiate Work within twenty-one (21) days of Issuance of the Notice to Proceed.

**SC-4.4** All construction activities shall be substantially complete within one hundred and twenty (120) days of the issuance of the Notice to Proceed. Final completion of all work shall be within one hundred eighty (180) days of the issuance of the Notice to Proceed. The Contractor must have sufficient manpower and equipment available to ensure project completion by these dates.

**SSP-5.0 PROGRESS PAYMENTS**

**Add the following:**

**SC-5.7 Payment Procedures.**

- A. *Progress Payments:* Progress Payments shall be made (not more than once per month) in accordance with Paragraph 5 of the Standard Special Provisions. Progress payments to the Contractor shall be based upon percent completion.
  
- B. *Payment for Mobilization:* All costs connected with the mobilization of all of the Contractor's plant and equipment shall be paid for at the lump sum price for this item. To qualify for the mobilization payment, the Contractor must dredge and convey to the dewatering site at least 400 cubic yards of sediment from the Port Royal canals, the intent of which is to demonstrate that all equipment is onsite and operating at capacity consistent with the Contractor's Work Plan. The Engineer may revise the minimum quantity to qualify for mobilization based upon the Contractor's projected daily production rates and Work/Sequencing Plan as reported in his bid. Retainage shall not be withheld from the Contractor's mobilization payment.

In the event the Engineer considers that the amount in this item does not bear a reasonable relation to the cost of the Work in this Contract, the Engineer may require



the Contractor to produce data to justify the cost. Failure to justify such cost to the satisfaction of the Engineer shall result in payment of actual mobilization costs, as determined by the Engineer at the completion of mobilization, and payment of the remainder of this item in the final payment under this Contract.

- C. *Payment for Layout and Post-Construction Surveys:* Shall be paid for on a percent complete basis less retainage based on the percent completion of Bid Item 3 Canal Excavation.
  
- D. *Payment for Canal Excavation:* Shall be paid for on a percent complete basis less retainage as verified by the Engineer. The basis for payment shall be the pre-construction surveys and the post-construction acceptance dredge surveys, at 100 ft intervals along the dredge area. The procedures for acceptance surveys are defined in Section 7 of the General Specifications.
  
- E. *Payment to Dewatering:* Shall be paid for on a percent complete basis less retainage based on the percent completion of Bid Item 3 Canal Excavation.
  
- F. *Payment for Hauling and Disposal of Dredged Sediment:* Shall be paid for on a percent complete basis less retainage as verified by the Engineer. The Contractor shall weigh each truckload of sediment to verify the quantities of sediment transported. The Contractor shall submit copies of weight tickets to the Engineer daily. Weighing methods and documentation of weighing are subject to approval by the County and Engineer. Failure to supply all the information requested on the weight tickets may be cause for non-payment.
  
- G. *Payment for Environmental Compliance, Turbidity Control and Testing:* Shall be paid for on a percent complete basis based on the percent completion each month of Bid Item 3 Canal Excavation.

- H. Payment for Demobilization:* The Contractor shall be eligible for payment of demobilization upon the successful completion of all canal excavation, dewatering and disposal activities as verified by the Engineer and shall be issued with the Contractor's final payment issued in accordance with Paragraph 7 of the Standard Special Provisions.
- I. Retainage:* Ten percent (10%) of each approved progress payment shall be withheld by the City, pending satisfactory completion of all work tasks described in these Contract Documents. The retainage will be released with the final payment issued in accordance with Paragraph 7 of the Standard Special Provisions. Retainage shall not apply to the Mobilization payment.
- J. Final Payment:* Upon final completion and acceptance of the Work in accordance with Section 7 of the Standard Special Provisions, the City shall pay the remainder of the Contract Price as recommended by Engineer.

#### **SSP-9.0 DAILY REPORTS, AS-BUILTS AND MEETINGS**

**Delete Paragraph 9.1 in its entirety and insert in its place:**

**SC-9.1** The Contractor shall be required to prepare and submit daily, by email, a Daily Quality Control Report on a standard form approved by the Engineer before the initiation of construction activities. This report shall include, but not be limited to, a description of:

- A description of any weather conditions which adversely affect the work;
- The number of Contractor's and Sub-Contractor's personnel present and working at the Project Site, by sub-contract and trade;
- The hours of operation by the Contractor's and Sub-contractor's personnel;
- All equipment present at the Project Site, description of equipment use and designation of time equipment was used (specifically indicating downtime);
- Description of work being performed at the Project Site, including work completed that day in reference to the nearest baseline stations as designated on the plans;
- A summary of any delays or unusual or special occurrences at the site;

- Materials received at the Project Site;
- A list of all visitors to the Project Site;
- Any problems that may impact either the cost, quality or schedule of the Work;
- Environmental site conditions;
- Turbidity Monitoring and Control Report and
- Daily Dredging and Attendant Report (summarizing the daily operations and production for the dredge)

**Add the following:**

**SC-9.4 Progress Meetings.** Progress meetings will be scheduled on a weekly basis during construction. The Contractor's Superintendent, major Sub-Contractors and Engineer shall be required to attend these meetings.

**SSP-10.0 CONTRACT TIME AND TIME EXTENSIONS**

**Add the following:**

**SC-10.6 Weather Days.** The City, through the Engineer's recommendation, shall approve and grant reasonable Contract Time extensions for delays resulting from weather conditions which, in the Contractor's opinion, may make operations hazardous or may make violations of the environmental conditions specified in the construction permits probable, provided that in the judgment of the Engineer, the time extension is justified. Contract Time extensions shall be granted for the presence of endangered species as specified in the construction permits. The Contractor shall notify the Engineer immediately upon suspension of any or all work that may result in a delay, for which the Contractor may request a time extension. The Contractor must provide a written request for an extension of contract time within forty-eight hours of event occurrence. Upon written receipt for an extension of Contract Time, the Engineer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgment of the Engineer, is justified. Contract Time extensions shall not be granted for Contractor's failure to abide by the requirements of the construction permits or the requirements of these Contract Documents.

**SC-10.7** An increase in Contract Times does not mean that the Contractor is due an increase in Contract Price. Only compensable time extensions will result in an increase in Contract Price.

#### **SSP-11.0 CHANGES IN WORK**

**Add the following:**

**SC-11.2** The Contractor is hereby advised that contract quantities for unit price items may be adjusted by the City through the Engineer without renegotiation of unit cost.

#### **SSP-17.0 PERMITS, LICENSES AND TAXES**

**Delete Paragraph 17.1 in its entirety and insert in its place:**

**SC-17.1** The Contractor shall comply with all conditions stipulated in the project permits. The Project permits include:

- FDEP Environmental Resource Permit No. 11-0312776-001 (issued)
- Permit Modification to FDEP Environmental Resource Permit No. 11-0312776-001 (issued)
- USACE Permit No. SAJ-2012-01027 (pending)
- City Resolution No. 11-13008

Copies of the Project permits obtained by the City are provided in Appendix B of the Contract Documents. The existing ERP permit is included in Appendix B. Copies of outstanding regulatory permits will be issued as Addendums to the Bid Documents upon permit issuance.

**SC-17.2** The Contractor shall obtain and pay for all other construction permits and licenses from the agencies having jurisdiction, including the furnishing of insurance and bonds if required. This includes a building permit from the local government as well as any and all environmental and roadway permits and business licenses required for dewatering and transport debris offsite. The enforcement of such requirements under this contract shall not be made the basis for claims for additional compensation.

**SSP-24.0 SUPERVISION AND SUPERINTENDENCE**

**Add the following:**

**SC-24.2** The Contractor’s superintendent shall be present at the site of the work at all times while work is in progress and shall be available by phone for emergencies 24 hours per day, 7 days per week.

**SC-24.3** The Contractor shall designate, in writing to the Engineer and City, a superintendent and any necessary assistants satisfactory to the Engineer and City to receive the City’s and Engineer’s instructions.

**ADD THE FOLLOWING:**

**SC-36.0 PRE-CONSTRUCTION SUBMITTALS**

The following documents shall be submitted for review by the Engineer and City at the times indicated as described throughout the Contract Documents:

Document ID	Bid	Award*	Reference Specification
List of Sub-Contractors			Invitation to Bid
List of Equipment			Invitation to Bid
Construction Methodology Statement			Invitation to Bid
Critical Path Schedule			SSP-4
Letter Appointing the Superintendent			SC-24.3
Qualifications Statement			GS-2
Construction Work Plan			TS-1.0
Schedule of Values			SC-5.7
Site Access and Staging Plan			TS-1.1
Construction Sequencing and Sediment Management Plan			TS-1.2
Dewatering and Turbidity Control Plan			TS-1.3
Shop Drawings, Product Specs			TS-1.4-1.5
Quality Control & Assurance Plan			TS-1.6
Submerged Pipeline Plan			TS-1.7
Environmental Protection Plan			TS-1.8

Document ID	Bid	Award*	Reference Specification
Dive Plan (if applicable)			TS-1.9
Hurricane & Severe Storm Plan			GS-11.2
Performance and Payment Bond and Insurance Certificates			Invitation to Bid

\*Documents required upon Award are due within 10 days of notification to the Contractor by the City of contract award.

## **Section IV General Specifications (GS)**

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## Section IV: General Specifications (GS)

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## SECTION IV

### GENERAL SPECIFICATIONS

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#### **1.0 SCOPE**

- 1.1** The Work covered by the descriptions found in this section, detailed throughout the Contract Documents and Specification Sections, is generally described as (i) excavation of between 16,795 CY (to design depth) and 20,410 CY (inclusive of a four inch overdredge) from six distinct areas within the Port Royal Residential Canal system to the design elevation specified in the Construction Drawings, (ii) conveyance and dewatering of the excavated material to an upland dewatering site and (iii) hauling and disposal of the dewatered material at an upland site.
- 1.2** The Contractor shall furnish all plant, labor, equipment, supplies and material and perform all operations in connection with completing the Work within the lines, grades and cross-sections within the lines, grades, and cross-sections specified in these Documents and on the Construction Drawings. The Contractor shall pay for all work items described in these Specifications and Contract Documents unless otherwise noted.
- 1.3** The Contractor shall have the opportunity to contract separately with individual property owners within the Port Royal residential canal system for individual private dredging beyond the scope of the City's project. All private dredging by the contractor by separate contract must not adversely affect the Contractor's ability to complete the City's work within the prescribed timeframe. No allowance for time extensions will be provided to the Contractor for private dredging. The private property owner and Contractor are responsible for procuring all regulatory permits required for private canal dredging. The City's dredge permits do not provide for private dredging. In conducting private dredging, the contractor and private property owner shall hold the City employees and the Engineer and its employees harmless from any personal or property damage, or environmental violation from any local, state or federal regulatory agency.

## **2.0 CONTRACTOR QUALIFICATIONS**

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

## **3.0 CONSTRUCTION ACCESS, STAGING AND TRANSPORT OF MATERIALS**

**3.1** The Contractor is responsible for complying with all permits, laws, and regulations regarding weight limits for bridges and roads utilized for transport. The Contractor is likewise responsible for complying with all applicable traffic, safety, and speed laws. The Contractor shall notify, and coordinate with, local law enforcement and highway agencies regarding transport activities, which shall be undertaken for the work.

**3.2** Contractor shall propose the plan of work and access and staging areas to be utilized to the Engineer and City within ten (10) days of the Notice of Award. The plan shall include a description of the routes and areas he intends to use to transport and store material and equipment during construction. The plan shall also describe how the Contractor intends to access the project site and work areas. All transport routes, storage areas, and access areas are subject to the approval of the City. The final work plan and staging areas will be negotiated with the City prior to commencement of the Work.

- 3.3** All temporary vehicle access routes required for the construction of this project must be removed upon project completion, and the areas affected must be restored to their original condition before final acceptance of the Work.
- 3.4** The Contractor is responsible for any arrangements and fees associated with the use of vessel loading and mooring facilities at no additional cost to the City.
- 3.5** Expenses incurred by the Contractor relating to any pertinent road use and delivery expenses or loading fees shall be paid by the Contractor. All necessary transportation easements, accesses, and permission must be obtained by the Contractor prior to mobilizing equipment to the site.
- 3.6** The Contractor shall provide and maintain all signs, barricades, warning signals, and flagmen to safeguard pedestrian and vehicular traffic in the project area as required by Federal, State, and local regulations (if applicable). Any costs associated with this requirement shall be included in the total project cost, and shall not be specifically reimbursed.

#### **4.0 PLANT FOR CANAL EXCAVATION**

- 4.1 General.** All excavation of the channel shall be performed in accordance with the approved work plans and requirements specified herein and as shown on the Drawings. Excavation of the channel may be conducted using either hydraulic (cutterhead or dustpan) dredge equipment or mechanical (i.e. barge mounted clamshell) means as approved by the Engineer.
- 4.2 Dredge Plant Capacity.** The Contractor agrees to keep on the job sufficient dredging plant and equipment which shall meet the requirements of the work. The plant shall be maintained in an operating condition capable of safely and efficiently performing the work as set forth in the Contract Documents in a timely manner. The plant shall be

subject to inspection by the Engineer at all times. Following completion of mobilization, no reduction in the capacity of the plant employed on the work shall be made except by written permission of the Engineer. The measure of the "capacity of the plant" shall be its actual performance on the work to which these specifications apply. The plant shall be equipped (at a minimum) with GPS positioning equipment to ascertain dredge location at all times.

#### **4.3 Hydraulic Dredge Plant.**

4.3.1 The hydraulic dredge shall have a discharge line with an internal diameter of not less than eight (8) inches and a minimum dredge pumping requirement consistent with the nature of the project. The City and Engineer do not guarantee the Contractor that compliance with minimum dredge size requirements will result in satisfactory completion of the Work as described in these Contract Documents. The Contractor shall provide dredge performance, production, draft, and positioning equipment details to the Engineer as part of the Work Plan. If booster pumps are proposed in the Work Plan, the Contractor shall provide characteristic curves for each pump, along with the rated horsepower (HP) of each pump drive, maximum revolutions per minute (RPM) of the pump and the diameter of the impeller and its eye. The anticipated average daily production rate, in cubic yards, shall be clearly specified in the Work Plan submitted with the Contractor's bid.

4.3.2 All pipelines for hydraulic machines must be kept in good condition at all times and any leaks or breaks along their length must be promptly and properly repaired. Adequate floating pipeline shall be provided to allow maneuverability in the dredge areas, and all floating line and pipe connections shall be capable of withstanding the forces of the sea state to which they will be exposed.

4.3.3 All pipelines must be either fully submerged (i.e., bottom resting) or floating at all times. Contractor is responsible for marking both submerged and floating

pipelines and other equipment and maintaining these marks for the duration of the project. Gordon Pass, the inland navigable channel and adjacent waters are frequented by recreational and commercial vessel traffic on a daily basis and the Contractor shall take appropriate measures to ensure safety of all vessels traversing the project site.

- 4.3.4 All pipelines and other equipment must remain a minimum of twenty-five (25) ft from documented submerged environmental resources (i.e. seagrass). Pipeline plan shall be included in the Work Plan and is subject to approval of the Engineer, City and Regulatory Agencies.

#### **4.4 Mechanical Dredge Plant.**

- 4.4.1 The mechanical dredge shall have a clamshell bucket (or similar configuration) of not less than 3 CY capacity consistent with the nature of the project. The City and Engineer do not guarantee the Contractor that compliance with minimum bucket size requirements will result in satisfactory completion of the Work as described in these Contract Documents. The Contractor shall provide dredge performance, production, draft, and positioning equipment details to the Engineer as part of the Work Plan. Further, the anticipated average daily production rate, in cubic yards, shall be clearly specified in the Work Plan submitted with the Contractor's bid.
- 4.4.2 The Contractor shall provide specific details describing the transport and placement of the sediment excavated by mechanical means in the Work Plan.
- 4.4.3 The Contractor shall provide specific details describing the dredge/barge position and relocation methods (i.e. anchor/winch system, tug, movable sub system, etc.) in the Work Plan.

#### **4.5 Support Vessels.**

- 4.5.1 Crew boats, fuel barges and all other necessary work boats as required for the efficient operation of the dredge shall be provided by the Contractor. All scows must be maintained in a seaworthy condition, the coamings repaired, and the pickets provided with proper doors or appliances to prevent leakage of material.
  
- 4.5.2 All marine equipment shall be capable of operating in the sea-state conditions of Gordon Pass and Naples Bay. The Contractor shall have all appropriate U.S. Coast Guard (USCG) certifications for the equipment to be used and all USCG regulations must be strictly adhered to.
  
- 4.5.3 Caution must be exercised by the Contractor when moving plant and equipment to not damage or otherwise impact adjacent seagrass resources.

#### **5.0 OBSTRUCTION OF NAVIGABLE WATERWAYS**

The Contractor will be required to conduct the work in such manner as to obstruct navigation as little as possible, and in case the Contractor's plant or support vessels so obstructs the navigable waters as to make difficult or endanger the passage of any vessels, said plant or vessels shall be promptly moved on the approach of any vessel to such an extent as may be necessary to afford a practicable passage. Upon completion of the work the Contractor shall promptly remove his plant, including ranges, buoys, piles, and other marks placed by him under his contract in navigable waters or on shore.

#### **6.0 NOTICE TO MARINERS**

Prior to the commencement of work, the Contractor shall notify the Commander, Seventh Coast Guard District, of his intended operations and request that it be published in the Local Notice to Mariners. This notification must be given in sufficient time so that it appears in the Notice to Mariners at least two weeks prior to the commencement of the work. A copy of the notification shall be provided to the Engineer and City prior to commencement of work.

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

**7.0 CANAL EXCAVATION QUANTITIES**

**7.1 General.** The maximum estimated quantity of sediment to be removed from within the specified excavation limits shall be, for bidding and payment purposes, is 20,410 cubic yards. While a one foot overcut allowance has been permitted, the Contractor’s pay volume will be limited to a maximum of 100% of this volume dredge quantity based upon the design depth plus four inches.

Canal	Design Dredge Volume (CY)	Maximum Pay Dredge Volume (CY)
Cutlass Cove	1,650	1,940
Doubloon Bay	1,520	1,790
Harbor Head	3,520	4,325
Galleon Cove	5,045	6,195
Champney Bay and Doubloon Bay	5,060	6,160
<b>Total</b>	<b>16,795</b>	<b>20,410</b>

- Notes: 1. Galleon Cove volume is inclusive of approximately 65 CY of oyster shell requiring removal.  
 2. Maximum pay volume assumes 100% overdredge of four inches below the design elevation.

7.1.1 The total computed quantities of material required to be removed within the specified limits of the cross-sections are based on the pre-construction surveys performed by the Engineer at 100 ft baseline stations. The Contractor is required to remove a minimum of 95% of the maximum pay dredge volume by canal based upon the pre-construction surveys performed by the Engineer.

7.1.2 The basis of measurement of quantities for payment shall be the comparison of the pre-construction surveys, dated March 2012 as shown on the Contract Drawings, and the post-construction acceptance surveys of the dredging. Quantities will be calculated based on the average end area method for volume computations at 100 ft baseline stations surveyed.

7.1.3 To meet the minimum excavation requirement, the Contractor's vertical accuracy of the surveying equipment shall be considered. For example if the required design depth is 7' and the surveyor is using equipment with a plus or minus 2" tolerance, the post-construction surveys shall show excavation to a minimum depth of 7'2" to ensure that the design depth was reached in all locations.

7.1.4 The Engineer shall be notified a minimum of forty-eight (48) hours in advance of each acceptance canal survey to allow for observation by a representative of the Engineer, unless waived by the Engineer. The Contractor may call for post-construction acceptance surveys on completed canals as follows:

- Cutlass Cove
- Doubloon Entrance
- Doubloon Bay
- Champney East and South
- Champney North
- Galleon Cove
- Harbor Head (two acceptance surveys permitted, each survey shall include not less than 500 linear ft of completed work)

7.1.5 A box cut will be allowed on the 1V:5H side slopes (1V:3H for Cutlass Cove) within the canal dredge areas provided that the amount of additional cut is equal to or greater than the amount of undercut.



7.1.6 The Contractor may elect to independently conduct pre-construction surveys to be used for payment. These surveys must be performed in accordance with the requirements for the acceptance surveys, be performed in the presence of the Engineer and be performed by a professional surveyor licensed in the State of Florida.

**7.2 Deduction for Non-Conforming Work.** The City will not pay for material excavated from areas unauthorized by this Contract. Excavation of such areas is a violation of the regulatory permits and may result in Contractor fines. If it is determined that the Contractor has excavated outside of the approved excavation areas or below the allowable excavation limit, the quantity of material excavated from these areas will be computed and subtracted directly from the pay quantity.

**7.3 Debris.** Debris, such as stumps, rock fragments, roots, logs, trash, etc. and any other objects except archeological or historical resources which exist within the project area or are unearthed during dredging operations, shall be removed, transported and disposed of at the Collier County Landfill and should be expected to be encountered during the dredge operations and will not constitute a change of condition to the contract.

## **8.0 SEDIMENT DEWATERING AND DISPOSAL**

The Contractor shall convey excavated material from the canals to an upland dewatering site ("City Yard") located at 50 Riverside Circle, a distance of approximately four (4) miles from the Port Royal canals. Once dewatered, the Contractor shall lawfully dispose of the sediment at the Collier County Landfill. The City may direct the Contractor to leave behind and grade a portion of the excavated sediment at the dewatering site. In this event, a deductive change order to the contract will be issued to account for the lack of hauling costs incurred by the Contractor.

## **9.0 PROTECTION OF EXISTING STRUCTURES**

The Contractor shall be responsible for determining and documenting the pre-construction condition of existing structures and shoreline treatments (e.g. seawalls, revetments, docks) and assessing the vibration and dredging impact distance. The Contractor shall take all appropriate measures to prevent damage to any existing structures during construction and performing a post-construction verification inspection of those structures previously inspected. The Contractor shall assume all responsibility for damages to existing structures within and bordering the Project boundaries as a result of construction activities. This includes, but is not limited to, damages as a result of equipment impact and construction due to operation of equipment close to existing structures.

## **10.0 LAYOUT OF WORK**

**10.1 General.** Survey control monumentation and baseline stations have been established by the Engineer. The control monuments are shown on the Construction Drawings with a table to identify the coordinates and elevation of each control point. These control point coordinates are reported horizontally in State Plane Coordinates (NAD 83/07), Florida East Zone and vertically referenced to the North American Vertical Datum of 1988 (NAVD88). From these control points, the Contractor shall establish any intermediate benchmarks and additional horizontal control required for the completion of the work prior to commencing dredging. The Contractor shall employ a licensed professional surveyor to establish such additional control. The Contractor shall provide benchmark locations, coordinates, and elevations in plans to be delivered to the Engineer prior to commencement of construction. The Contractor shall immediately contact the Engineer if any discrepancies are discovered in any of the information presented concerning all control monumentation. If the Contractor does not contact the Engineer, it is understood that the Contractor agrees with all information presented in the Construction Drawings related to monumentation elevation and control information.

- 10.2** From the benchmarks, control data, and elevations established by the Engineer and Contractor, the Contractor shall complete the layout of work and shall be responsible for all measurements that may be required for the execution of the work, subject to modifications that the Engineer may require to meet changes in conditions at the work site.
- 10.3** The Contractor shall furnish, at his own expense, such stakes, templates, platforms, equipment, tools and material, and all labor as may be required in laying out any part of the work from the benchmarks, control data, and elevations established. All grade stakes shall be steel pipe that can be pulled intact after filling. It shall be the responsibility of the Contractor to protect and maintain all permanent and temporary benchmarks, stakes and other markers established by the Engineer and Contractor throughout the construction of the project unless authorized to remove them by the Engineer. If the benchmarks or temporary markers are destroyed or damaged by the Contractor prior to their authorized removal, at the Engineer's discretion the benchmarks or temporary markers shall be replaced and the cost deducted from any amounts due or to become due to the Contractor. All temporary markers and stakes placed by the Contractor must be removed upon completion of the project.

## **11.0 PHYSICAL DATA**

- 11.1** Data and information furnished or referred to below are for the Contractor's information. The City and Engineer shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.
- 11.2** The indications of physical conditions on the Construction Drawings and in the Appendix C are the result of site investigations by topographic surveys (March 2012), by jet probes (April 2012), by core borings (August 2012) and by biological survey (August 2012). When the indicated physical conditions are the result of site investigations by jet probes and core borings, the locations thereof are shown on the Construction Drawings. While the Engineer's core borings results may be considered *representative* of subsurface conditions

at their respective locations and vertical reaches, local variations of subsurface materials in this region are to be expected. The confirmation of all geotechnical, biological and topographic conditions shall be the responsibility of the Contractor. The material recovered from the Engineer's core borings is available for inspection by prospective bidders at Erickson Consulting Engineers, 7201 Delainey Court, Sarasota, Florida, 34240 during the entire bid period (by appointment), and prospective bidders are urged to examine the material.

**11.3** Water levels in the project area are primarily affected by tidal fluctuations of the Gulf of Mexico. The project area is also subject to storm surges due to hurricanes, tropical storms and extratropical storms. The closest published NOS tidal benchmark data exist approximately 0.5 miles from the project site (benchmark ID #872-5110).

**11.4** The project area is subject to tropical storms and hurricanes from June through November, and to windy and rainy weather, including severe electrical storms and other sudden and locally severe meteorological occurrences that approach hurricane conditions, during any time of the year. The Contractor shall maintain full-time monitoring of the available local marine weather broadcasts, and avail themselves of such other local and national weather forecasting services as may be available. It shall be the Contractor's responsibility to obtain information concerning rain, wind, and wave conditions that could influence dredging and habitat island construction operations. References are made to the following sources that contain climatological and meteorological observations and data.

- Summary of Synoptic Meteorological Observations: North American Coastal Marine Areas Atlantic and Gulf Coasts. Produced by Naval Weather Service, US Department of Commerce. Distributed by National Technical Information Service

- Atlas of Pilot Charts, North Atlantic Ocean. Prepared by the Defense Mapping Agency, United State Government. Available from the Navigation Center, Miami, Florida, USA (305) 358-1414
- Software is available based on the NOS tide tables that predict the tides and tidal currents in the project vicinity at discrete time intervals during the day. These packages can be obtained at a low cost. One such product is available from Nautical Software, Inc. in Beaverton, Oregon, USA, (503) 579-1414
- Services exist that provide email or telefax weather forecasts and sea conditions on a daily basis. One such service is Oceanweather, Inc. at [www.oceanweather.com](http://www.oceanweather.com)

## **12.0 HURRICANE AND SEVERE STORM PLANNING**

**12.1** The project area is subject to severe weather conditions such as hurricanes, tropical storms, tornados, strong winds, heavy rains, lighting, and the like. It is the Contractor's responsibility at all times to: (1) monitor current and developing weather conditions and (2) to develop and implement appropriate contingency plans to ensure proper storage of materials, supplies, and equipment, and to secure the Project site so as not to endanger public health and safety, environmental resources or public and private property.

**12.2** Within ten (10) days of Notice of Award, the Contractor shall submit a Hurricane and Severe Storm Plan for review and acceptance. This plan shall include but not be limited to the following:

- Types of storms anticipated (winter storm, hurricane, and tornado)
- Time intervals before storms when action will be taken and details of the actions taken
- List of the equipment to be used on the job and its ability to handle adverse weather

- List of safe harbors and the distance from the work area to these harbors, the time required to move the equipment to these harbors, and equipment to be utilized to make this move to the safe harbor
- Methods of securing equipment not to be removed
- Plan of evacuation to include interim measures, i.e., immediate reaction plans to be taken for all storm occurrences, particularly sudden/flash storms
- Operating procedures to be undertaken when critical dredge equipment fails during sudden and severe adverse weather conditions, to include breaking of spuds, swing wires, anchor wires or other equipment

### **13.0 PRESERVATION OF HISTORICAL, ARCHEOLOGICAL AND CULTURAL RESOURCES**

If any shipwreck, artifact, or other objects of antiquity that may have scientific or historical value, or may be of interest to the public are discovered, located and/or recovered, the Contractor shall immediately notify the Engineer so that the appropriate authorities may be notified and a determination made as to their significance and what, if any, special disposition of the finds should be made. The Contractor shall cease all activities that may result in the destruction of these resources and shall prevent employees from trespassing on, removing, or otherwise damaging such resources.

### **14.0 SITE OBSERVATION**

**14.1** The Engineer shall observe the establishment of horizontal control work (survey layout, ranges, station flags, shore-based control for GPS/RPS, etc.) and vertical control work (tide staff gauges), upland cross sections, construction elevations top/invert, maximum/minimum elevations of dredged materials within disposal area(s), etc.), but the presence of the Engineer's representative shall not relieve the Contractor of his responsibility for proper execution of work in accordance with the specifications. The Contractor will be required:

- To furnish, on the request of the Engineer, the use of such boats, boatmen, laborers, and material forming a part of the ordinary and usual equipment and

crew of the dredging plant as may be reasonably necessary in observing the work.

- To furnish, on the request of the Engineer, suitable transportation from all points on shore designated by the Engineer to and from the various pieces of plant.

**14.2** Should the Contractor refuse, neglect, or delay compliance with these requirements, the specific facilities may be furnished and maintained by the Engineer and the cost thereof will be deducted from any amounts due or to become due the Contractor.

### **15.0 CONSTRUCTION OFFICE**

The Contractor shall maintain a construction office in the general vicinity of the project work area for the duration of the project. This office shall be open and attended at least during working hours as specified in SSP-31 of these Contract Documents.

### **16.0 ALTERNATE CONSTRUCTION METHODS AND DESIGNS**

The Contractor's bid shall be based on the Contract Documents. However, the Contractor is free to propose additional or alternate construction methods and designs, as long as they satisfy the technical, functional, and aesthetic requirements established in these Contract Documents. Any Contractor proposal for alternate or additional construction methods or designs shall be presented to the Engineer and City for consideration and approval. Contractor's submittal shall include drawings and specifications of sufficient detail and clarity to satisfy the Engineer of the validity of the alternate proposal. The City is under no obligation to accept alternative designs or methods submitted by the Contractor.

# Section V Technical Specifications

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## Section V: Technical Specifications

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## SECTION V

### TECHNICAL SPECIFICATIONS

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#### 1.0 CONTRACTOR WORK PLAN

The Contractor shall prepare and submit a Construction Work Plan within ten (10) calendar days after the contract award. The Work Plan is subject to approval by the Engineer and City.

The Work Plan shall include at a minimum:

- Letter appointing the project superintendent
- List of Equipment (including size and production rates)
- List of Sub-Contractors
- Critical Path Schedule
- Written description of construction means and methods for each major work component
- Site Access and Staging Plan
- Sediment Disposal Haul Routes
- Construction Sequencing and Sediment Management Plan
- Dewatering and Turbidity Control Plan
- Material and equipment delivery schedules
- Contractor's Quality Control Plan (details and methods including surveys, dredge position control, testing and tolerance control)
- Traffic Control Plan
- Pipeline plan (if dredging by hydraulic means)
- Environmental Protection Plan
- Dive Plan (if applicable)

**1.1 Site Access and Staging Plan.** The Site Access and Staging Plan shall include at a minimum:

- Identification of all proposed site access routes and staging areas

- Areas to be disturbed by site access and staging (i.e., vegetation, sidewalks, barriers, fences, utilities, etc.)
- Itemized list of restoration efforts of disturbed site features
- Anticipated permit and approvals required for requested site access and staging areas

**1.2 Construction Sequencing and Sediment Management Plan.** The Contractor shall submit a construction sequencing plan describing the sequence of each major work component as it relates to the Critical Path Schedule. The Contractor's sequencing plan shall provide a clear, detailed description of the dredge sequence.

**1.3 Dewatering and Turbidity Control Plan.** The Contractor shall prepare and submit a Dewatering and Turbidity Control Plan for review and approval by Engineer and City. The Construction Drawings provide a typical dewatering pond layout. The City and Engineer do not guarantee the Contractor that the use of the dewatering pond layout, as shown, will result in satisfactory completion of the Work as described in these Contract Documents. The Contractor shall contain the dewatering efforts within the boundaries as shown on the Construction Drawings but the final layout of the dewatering pond(s) is at the discretion of the Contractor. The Contractor shall devise a dewatering plan based on his investigations of the site and proposed construction means, methods and sequencing. The Contractor shall submit as part of the dewatering plan all dewatering calculations, anticipated dredge production rates and associated settling times, polymer selection (if applicable) and shop drawings for the proposed dewatering pond(s). The Contractor must also provide for Turbidity Control to meet the permit and Contract Document requirements.

**1.4 Materials.** The Contractor shall submit a notarized certification from the manufacturer(s) indicating that the material(s) utilized meet the project specifications for review and approval by the Engineer. Materials shall be ordered only after the required submittals and shop drawings have been received and approved. All materials proposed by the Contractor

are subject to approval by the Engineer. Approval by the Engineer shall not relieve the Contractor from the responsibility of procuring the appropriate materials to meet these design and performance intent of these Contract Documents.

**1.5 Shop Drawings.** The Contractor shall submit the shop drawings to Engineer for approval. The Engineer shall be allowed ten (10) working days for review and approval.

1.5.1 Approval by the Engineer covers general design of details only, and if any change is made, which would cause members not to fit, or would not give sufficient strength, the Contractor shall call the Engineer's attention to the fact at once, in writing, so that corrections may be made. If the Contractor fails to do this, the sole responsibility shall rest upon the Contractor.

1.5.2 Any error or omission on the Contractor's drawings, even though approved, shall not relieve the Contractor from the responsibility of performing the work in accordance with the specifications.

1.5.3 Any details not sufficiently shown on the Construction Drawings will be furnished to the Contractor by the Engineer upon request.

**1.6 QA/QC Plan.** The Contractor shall prepare and submit a Quality Assurance and Quality Control (QA/QC) Plan including the site layout, excavation positioning control, progress survey schedule and required testing. Records of verification, testing, inspections and the survey data shall be provided as scheduled and specified. Inspection of the work to ensure conformance with the contract documents shall at a minimum include:

- excavation procedures, quantities, staking and surveys
- correct alignment, location and elevation of excavation plant
- construction to required elevations and dimensions
- performance and submittal of required quality control testing
- removal of all stakes, alignment ropes and equipment employed during the work

**1.7 Pipeline Plan.** If hydraulic dredging is proposed, the contractor will be required to submit a temporary pipeline plan to show the intended routes and avoidance of impacts to sub-surface biological features. The pipeline plan shall also include proposed measures for anchoring and marking the pipeline. The pipeline plan is subject to approval by the regulatory agencies.

**1.8 Environmental Protection Plan.** The Contractor shall submit a written Environmental Protection Plan to the Engineer. The Environmental Protection Plan shall include but not be limited to the following:

- Oil Spill Contingency Plan
- Environmental monitoring procedures for the protection water, land and air resources
- Procedures to be implemented in order to provide environmental protection and to comply with applicable laws and regulations.

The Contractor shall provide written assurance that immediate action will be taken to correct pollution of the environment due to accident, natural causes or failure to follow the procedures set out in the Environmental Protection Plan.

The Contractor shall identify the person responsible for implementing the Environmental Protection Plan. The Contractor's responsible person shall have the responsibility and authority to act for the Contractor in all environmental protection matters and shall report directly to the Contractor's top management.

**1.9 Dive Plan.** All diving performed under this contract shall be in strict accordance with the rules and regulations prescribed by the U.S. Navy Diving Manual: 0910-LP-708-8000; 29 CFR Part 1910, Subpart T; 29 CFR Part 1915; the EM 385-1-1, Section 30; and ER 385-1-86. The Contractor shall submit a Dive Plan if underwater divers are to be utilized in the execution

of the Work. The Dive Plan shall include, at a minimum, the equipment, work methods and safety procedures to be used.

## **2.0 AS-BUILT DATA AND DRAWINGS**

**2.1** Red-line as-built drawings must be maintained onsite at all times denoting the project components completed to-date.

**2.2** The Contractor shall be required to submit a certified as-built drawing upon Project completion showing the post-excavation bathymetry and topography for the canal excavation areas and the dewatering/staging site. In addition, a full topographic and bathymetric survey at a grid spacing not to exceed 100 ft shall be conducted following construction. The as-built drawing shall be submitted on 24x36 inch sheets to a scale approved by the Engineer unless otherwise approved. The Contractor shall be required to submit four certified hard-copies of the as-built drawings in addition to the electronic CAD file in \*.dwg format.

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

## **3.0 ORDER OF WORK**

As described in TS-1, the contractor shall propose a construction sequencing plan to meet the Project's design intent and specifications. The Contractor's sequencing plan is subject to approval by the Engineer.

## **4.0 SURVEY**

**4.1 Layout of Work.** As described in GS-9, the Contractor shall use a professional surveyor to establish horizontal and vertical control from the Engineer's baseline prior to the commencement of excavation.

**4.2 Progress Surveys.** During canal excavation operations, the Contractor shall conduct progress surveys not less than once daily to ensure compliance with the regulatory permits and Contract Documents. The results of the surveys shall be reported on the Daily QC report.

**4.3 Acceptance or “Pay” Surveys.**

4.3.1 Acceptance or “pay” surveys shall be conducted by a professional surveyor licensed in the State of Florida, in the presence of the Engineer. The Engineer shall be notified a minimum of forty-eight (48) hours in advance of each acceptance survey to allow for observation by a representative of the Engineer, unless waived in writing by the Engineer.

4.3.2 The Contractor shall conduct canal acceptance surveys, at a spacing of 100 feet along the established centerline and at the canal dredge terminuses and shall include transects at all points of intersection for both the centerline and canal toes. Soundings shall be taken at a maximum interval of ten (10) feet in the transverse or cross-section direction. In addition, a single longitudinal profile survey along the canal baseline is required for each canal with soundings at a maximum interval of ten (10) ft. Acceptance surveys shall extend a minimum of twenty (20) ft beyond the excavation areas.

4.3.3 All bathymetric data for the canals shall be collected utilizing Hypack Hydrographic Data Collection Software interfaced with RTK GPS and digital fathometer unless otherwise approved by the Engineer.

4.3.4 All data shall be tied to the Florida State Plane Coordinate System, NAD 83/07 horizontal datum and NAVD88 vertical datum.

4.3.5 All topographic and hydrographic data shall meet or exceed FDEP and USACE standards and requirements.

## **5.0 CANAL EXCAVATION**

**5.1 Scope.** The Work to be performed under this section includes furnishing all labor and equipment and performing all operations in connection with the excavation of between 16,795 CY (to design depth) and 20,410 CY (inclusive of a four inch overdredge) from six distinct areas within the Port Royal Residential Canal system to the design elevation specified in the Construction Drawings.

**5.2 General.** All excavation of the canals shall be performed in accordance with the approved Work Plan and requirements specified herein and as shown on the Construction Drawings. Excavation of the canals may be conducted using either hydraulic (cutterhead or dustpan) dredge equipment or mechanical (i.e. barge mounted clamshell) means as approved by the Engineer.

**5.3 Sediment Characteristics.** As described in Appendix C, based upon prior geotechnical investigations, the dredged material can be generally classified into one of three sediment categories: (i) Class I Sediment - sediment with less than or equal to 20% fines, (2) Class II Sediment - sediment with 20%-60% fines and (3) Class III Sediment – sediment with greater than 60%. General sediment characteristics are provided as grain size distribution curves in Appendix C. Appendix C also contains the results of the jet probe and vibratory core boring investigation of the canal dredge areas. The sediment descriptions provided therein are based on the site investigations performed by the Engineer and describe only those materials obtained from those investigations. The Contractor is solely responsible for any interpretations or conclusions drawn there from.

**5.4** Inclusive in the dredge quantity estimates is approximately 65 CY of oyster shell located at the entrance to Galleon Cove as shown on the Construction Drawings. All oyster shell excavated must be properly disposed of at a lawful upland site.



**5.5** As described in General Specification 7.4, a box cut will be allowed on the 1V:5H side slopes (1V:3H for Cutlass Cove) within the canal dredge areas.

**5.6 Dredge Elevation Control.** The Contractor is required to have positioning equipment and report the location of dredge plant twice daily when operating. The Contractor is required to calibrate the equipment as required by the manufacturers' recommendations. Proof of calibrations may be requested by the Engineer on a weekly basis. The horizontal location of the dredge is to be reported with a probable range of error not to exceed 10 feet and furnished daily with the Daily QC Report. A drawing indicating the track of the dredge in relation to the canal boundaries shall be included with the daily reports.

5.6.1 The Contractor shall have, maintain, and use a depth recorder capable of determining the excavation depth (i.e., vertical position of the cutterhead, bucket, etc.) at all times for each piece of dredging equipment. Vertical accuracy for dredge depth monitoring shall be +/- 1.0 ft, and referenced to NAVD88.

5.6.2 The Contractor shall have, maintain, and use a recording-type tide gauge or tide board/staff in a nearby, quiescent location throughout the construction in order to observe the varying water elevations and make real time corrections to the dredging depths. The use of predicted tides is not acceptable. This gauge/board shall be placed in a location that represents the water surface elevation at the borrow site away from features or obstructions that would give an unrepresentative reading. Details of the tidal measurement method shall be submitted to the Engineer for review, amendment, and approval prior to commencement of excavation.

5.6.3 Details of the positioning and depth measurement system shall be submitted as part of the QA/QC Plan (TS-1.6).

5.6.4 Excavation Limits. The lower excavation limits of the dredge areas are defined by a "design" elevation as shown on the Drawings. In order to achieve the design elevation, the sediment material may be removed and disturbed to a depth of one (1) ft below the stated design excavation limit. This one (1) ft buffer zone ("overdredge allowance") is established to allow for unintentional disturbance of sediment below

the excavation limit. The Contractor must remove one-hundred percent (100%) of the sediment above the design depth to qualify for payment.

5.6.5 No dredging shall occur within fifteen (15) ft of shoreline, revetment, seawalls, docks, boat lifts, mooring pile or other such features. For sloping shorelines and revetments, this distance shall be measured from the MLLW depth contour.

5.6.6 Encountering Rock, Rubble or Debris in the Excavation Areas. If rock, rubble, debris or other undesirable material is encountered in the canal excavation areas, the Contractor shall immediately notify the Engineer verbally. The Contractor is responsible for obtaining any additional geotechnical information that he may require to make a sound estimate before constructing the project. Such undesirable material shall be disposed of upland in consultation with and as approved by the Engineer and City.

5.6.7 Lighting. Lighting of all water-based equipment shall meet all USCG requirements. The Contractor shall display lights on floating dredge pipelines and display day signals on vessels of more than 65 feet in length moored or anchored in a fairway or channel.

5.7 The Contractor shall be responsible for the removal of any sediment material that accumulates within the dredge template after initial excavation and prior to Final Acceptance.

## **6.0 CONVEYANCE OF EXCAVATED SEDIMENT**

**6.1 General.** The Contractor shall convey excavated material from the canals to an upland dewatering site ("City Yard") located at 50 Riverside Circle, a maximum distance of approximately four (4) miles from the Port Royal canals. The proposed method and equipment (hydraulic conveyance via a pipeline or barge transport) proposed to convey the must be specified in the Work Plan and approved by the Engineer. Should hydraulic conveyance via a pipeline occur, the Contractor shall make daily inspections of the pipeline to ensure that no leaks are present and that buoyancy has not loosened any submerged

pipeline anchors. All pipeline must be either floating on the surface or resting on the bottom (submerged). In no case will the Contractor's pipeline be allowed to fluctuate between the surface and the bottom or lie partly submerged. Where the pipeline crosses the navigation channel, the pipeline must be submerged and any anchoring devices must not project above the project depth of the navigation channel. The entire length of floating and submerged pipeline shall be marked with appropriate signs, buoys, lights and flags conforming to USCG regulations.

**6.2 Leaks and Spillage.** The Contractor is required to maintain a tight discharge pipeline at all times. All pipelines for hydraulic transport of material must be kept in good condition at all times and any leaks or breaks along the length must be promptly and properly repaired. Failure to repair leaks satisfactorily which results in an unacceptable spillage (as determined by the Engineer) will result in suspension of excavation operations without additional compensation. The Contractor will transport the Engineer to any leak repair sites for visual inspection if so requested by the Engineer.

**6.3 Misplaced Equipment or Excavated Material.** Should the Contractor, during the progress of the work, lose, dump, throw overboard, sink, or misplace any material, plant machinery, or appliance which in the opinion of the Engineer may be dangerous to or obstruct navigation or is in violation of any law, the Contractor shall recover and remove the same with the utmost dispatch. The Contractor shall give immediate notice, with description and location of such obstructions, to the Engineer, and when required shall mark or buoy such obstructions until the same are removed. Should he refuse, neglect, or delay compliance with the above requirements, such obstructions may be removed by the Engineer, and the cost of such removal may be deducted from any money due or to become due to the Contractor, or may be recovered under bond.

## **7.0 DEWATERING**

**7.1 General.** The Contractor shall conduct dewatering operations in a manner to minimize turbidity and shall conform to all water quality standards required by the permits and those prescribed by Federal, State, and Local agencies.

**7.2** All dewatering activities are to be in accordance with Section IV and Appendix II of the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual* (June 2007), the Environmental Specifications, and the Construction Drawings.

**7.3** Silt screens shall be erected by the Contractor along the perimeter of the dewatering pond(s). Particular attention should be paid by the Contractor to the protection of wetland vegetation along the northern and eastern perimeter of the temporary dewatering site.

**7.4** The Contractor shall implement and maintain those measures necessary to prevent, control, and abate any erosion of the ground surface or shoreline caused by the Work. The use of Best Management Practices such as straw bales, berms, silt screens, etc. shall be employed by the Contractor where appropriate.

**7.5** The return discharge from the island to the surrounding surface waters shall be limited to 2,000 gpm (max) to minimize turbidity. The Engineer and City do not guarantee the Contractor that his limitation will result in acceptable turbidity levels and satisfactory completion of the Work as described in these Contract Documents. The Contractor is responsible for turbidity control and compliance with all water quality standards required by the permits and those prescribed by Federal, State, and Local agencies.

**7.6** The Engineer may direct the Contractor to modify his sediment containment and flow control devices, if necessary, to control turbidity. Adjustments to the settling pond configuration, weir structure(s), etc. may be required.

**7.7** The Contractor is to inspect the effluent outfall at the dewatering site for scour on an hourly basis during active discharge. Should scour occur at the outfall, Contractor shall notify Engineer immediately and determine the remedies required to prevent scour.

**7.8** The dewatering site at the “City Yard” is an old landfill site. As such, the depth of excavation will be limited to approximately 6 to 8 inches.

**7.8 Polymer.** A polymer/flocculent may be required to aid in dewatering and settlement of the large fraction of fines found in the sediment to be excavated. The polymer type and dosing is subject to approval by the Florida Department of Environmental Protection (FDEP). The Contractor shall select a polymer mix and dosing which is custom tailored to the soil type and chemistry associated with the project in consultation with a qualified a polymer supplier and FDEP.

7.8.1 The following information will be provided to the Engineer and FDEP at least 60 days prior to the commencement of dredging:

- Name and Material Safety Data Sheet (MSDS) for the polymer / flocculant that will be used
- Description / schematic of treatment system, including maximum dosage rates
- Description of control measures in place to ensure residual polymer is not being discharged; this should include descriptions of any testing methods in place to measure residual polymer and the frequency that these measurements will be conducted
- A detailed explanation of the methodology and rationale for choosing the proposed polymer, considering the nature of the suspended solids, the volume of material to be treated, dosing rates and volumes, discharge rates and volumes, mixing (stirring) methodology, water conditions (fresh vs. saline) and location of treatment vs. discharge

- A detailed discussion of the treatment process, including equipment, intakes, discharges, stirring processes, volumes to be treated and nature of the material to be treated
- Full literature on the polymer that is proposed for use, including chemical composition of the polymer, molecular weight, residual (unreacted) monomer content and percentage of active ingredient
- Anticipated concentrations of polymer to be discharged from the treatment area
- Possible effects of product decomposition on dissolved oxygen and biochemical oxygen demand
- The degradation rate (half-life) of the proposed polymer under expected field conditions
- Toxicity bioassay data for an invertebrate and fish species and
- A Polymer Testing and Monitoring Plan including protocol and requirements for acute elutriate toxicity testing, chronic elutriate effluent toxicity testing, and on-going construction monitoring requirements

7.8.2 The Department's "Sampling and Analysis for Polymers and Other Flocculating Agents" Guide dated March 30, 2012 shall be followed during the selection, testing and protocol development.

7.8.3 The following suppliers have received site specific data and have performed site specific sampling and analysis of the excavated sediment and surface waters. The use of a polymer mix from these suppliers is not guaranteed to provide sufficient flocculation nor are they guaranteed approval from FDEP. The final polymer mix and approval by FDEP is the responsibility of the Contractor. The Contractor is not limited to the procurement of polymer from either of these two suppliers:

- BASF Corporation (Contact Dewey Hunter)  
4612 River Overlook Drive, Valrico, FL 33596
- SNF Holding Company (Contact Mike Chancey)  
Chemical Plant Road, Riceboro, GA 31323

## **8.0 TURBIDITY CONTROL**

**8.1 General.** The Contractor shall conduct excavation and dewatering operations in a manner to minimize turbidity and shall conform to all water quality standards required by the permits and those prescribed by Federal, State, and Local agencies.

**8.2 Turbidity Levels.** The Contractor shall ensure that turbidity levels do not exceed 29 nephelometric turbidity units (NTUs) above background during the execution of the Work.

**8.3 Turbidity Curtains.** The Contractor is required to install and maintain turbidity barriers as shown on the Construction Drawings and as otherwise may be required to control turbidity during construction in compliance with State Water Quality Standards and the regulatory permits. The turbidity curtains shall extend to within one (1) ft of the bottom. The Contractor shall be responsible for ensuring that the turbidity curtains are inspected daily and maintained in good working order.

**8.4 Turbidity Monitoring.** The Contractor shall conduct turbidity monitoring at four hour intervals at the excavation site(s) and dewatering site during construction activities. Background samples shall be collected at 1,200 feet up-current from the work area and outside any visible turbidity plume to provide baseline turbidity values. Compliance samples shall be collected within 5 feet outside and down-current of the work area and within the densest visible plume.

8.4.1 In situ turbidity measurements will be taken by a trained individual familiar with the proper calibration and operation of turbidimeters. The situ turbidity will be measured in NTUs. Samples shall be collected using a Kemmerer, Van Dorn or similar sampler that is designed to collect in situ water samples. All sampling shall be conducted in accordance with FDEP's Standard Operating Procedure for field turbidity measurements which can be accessed at [www.dep.state.fl.us/labs/qa/sops.htm](http://www.dep.state.fl.us/labs/qa/sops.htm).

8.4.2 Compliance and background samples shall be collected at the surface, at mid-depth in the water column and one foot above the bottom at each location, except where shallow water depths at the habitat island site permit only one sample within the water column.

8.4.3 A log shall be kept by the Contractor that includes the following:

- FDEP Permit Number
- Date, time, and location of sampling
- A statement describing the methods used in collection, handling, storage and analysis of the samples
- A scaled schematic map with the sample site shown
- Water depth
- Sample depth
- Weather, wind, and current conditions
- Approximate tide
- Turbidity data for each sample collected

The log format is subject to approval by the Engineer.

8.4.4 Samples are to be taken at a minimum of two (2) hours after continuous excavation or dewatering activity, a minimum of two (2) hours before sunrise and a minimum of two (2) hours before sunset. Samples shall be analyzed within 60 minutes of collection.

8.4.5 If the turbidity at the compliance station described above exceeds 29 NTUs above the corresponding background levels, construction activities shall cease and not resume until corrective measures have been taken and turbidity has returned to acceptable levels. If a turbidity problem persists, additional measures shall be implemented to reduce turbidity.

8.4.6 As part of the Dewatering and Turbidity Control Plan, the Contractor shall submit the details of the methodology, personnel, equipment and schedule for turbidity monitoring to the Engineer for review and approval.



8.4.7 The Contractor shall submit the turbidity monitoring form to the Engineer on a daily basis with the Contractors Quality Control Form. The Contractor shall also maintain the turbidity monitoring records onsite at all times for inspection by the regulatory agencies.

8.4.8 The Contractor shall comply with all other provisions and monitoring requirements for turbidity monitoring as specified in the regulatory permits.

## **9.0 SEDIMENT DISPOSAL**

**9.1 General.** The Contractor shall lawfully dispose of the excavated sediment and debris at the Collier County landfill or other upland site as approved by the City and Engineer.

**9.2** The City may direct the Contractor to leave behind and grade a portion of the excavated sediment at the dewatering site.

**9.3** The Contractor shall identify the disposal location and haul route(s) as part of his Work Plan.

## **10.0 ENVIRONMENTAL PROTECTION**

**10.1 General.** The Contractor shall provide all equipment, materials, and labor and perform all work required to prevent environmental pollution and damage as a result of construction operations under this Contract. For the purpose of this specification, environmental pollution and damage are defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for aesthetic, cultural and/or historical purposes. The control of environmental pollution requires consideration of air, water, and land resources. Management of visual aesthetics, solid waste, and noise are associated issues within environmental protection steps. It is the Contractor's responsibility to investigate and comply with all applicable Federal, State, and Local laws, regulations, and permits governing environmental protection.

**10.2 Permits.** The Contractor shall comply with all conditions stipulated in the project permits. The Project permits include:

- FDEP Environmental Resource Permit No. 11-0312776-001 (issued)
- Permit Modification to Environmental Resource Permit No. 11-0312776-001 (issued)
- USACE Permit No. SAJ-2012-01027 (pending)
- City Resolution No. 11-13008 (issued)

Copies of the Project permits obtained by the City are provided in Appendix B of the Contract Documents. The existing ERP permit is included in Appendix B. Copies of outstanding regulatory permits will be issued as Addendums to the Bid Documents upon permit issuance.

**10.3 Noncompliance Action.** The Engineer shall notify the Contractor and applicable regulatory agencies in writing of any observed noncompliance with the aforementioned Federal, State, or Local laws, regulations, permits, and any elements of this section of these specifications. Upon notification, the Contractor shall be required to take immediate corrective action. If the Contractor fails or refuses to comply promptly, the Engineer may issue an order stopping all or part of the Work until satisfactory corrective action has been taken.

**10.4 Protection of Historical or Archeological Resources.** If historical or archaeological artifacts are discovered at any time within the Project site, the Contractor shall immediately notify the Engineer.

**10.5 Protection of Land Resources.** The Contractor shall not remove, cut, deface, injure, or destroy vegetation and other land resources within the preservation areas. Trees, shrubs, grasses, land forms, and other landscape features to be preserved shall be identified by the Contractor by protective marking, fencing, or other protective and noticeable means. No ropes, cables, or guy wires shall be fastened to or attached to any

trees for anchorage unless specifically authorized. The Contractor shall be responsible for the replacement of any damaged or destroyed vegetation to the satisfaction of the Engineer and regulatory agencies. Failure to replace damaged or destroyed vegetation by the Contractor will result in replacement by the City and the cost of replacement shall be deducted from monies due to the Contractor.

- 10.6 Solid Waste.** Solid wastes shall be handled in environmentally sound manners, placed in containers, and discarded on regular schedules. It shall be the Contractor's responsibility to maintain all work areas to acceptable standards and to transport all solid waste off the properties and dispose of according to federal, state, and local requirements for solid waste. All debris and solid waste material shall be removed and legally disposed of at an upland site. All costs associated with disposal of debris or trash shall be the responsibility of the Contractor.
- 10.7 Chemical Waste.** Chemical waste shall be stored in corrosion-resistant containers, removed from the Work area, and disposed of in accordance with federal, state, and local regulations.
- 10.8 Other Waste.** Discarded materials, other than those which can be included in the solid waste category, shall be handled as directed by the Engineer.
- 10.9 Protection of Water Resources.** The Contractor shall keep construction activities under surveillance, management, and control to avoid pollution of surface and ground waters. Monitoring of all water resource areas affected by construction activities shall be the responsibility of the Contractor. The Contractor shall not discharge or permit discharge into canals, waterways, ditches, etc., fuels, oils, bitumens, garbage, sewage, or other materials which may be harmful to fish, wildlife, or vegetation, or that may be detrimental to outdoor recreation. The Contractor shall be responsible for investigating and complying with all applicable federal, state, and local laws and regulations

governing pollution of waters. All Work under this Contract shall be performed in such a manner that objectionable conditions will not be created in waters through or adjacent to the Project areas.

**10.10 Air Resource Protection.** The Contractor shall keep construction activities under surveillance, management, and control to avoid pollution of air resources. All activities, equipment, processes, and work operated or performed by the Contractor in accomplishing the specified construction shall be in strict accordance with the applicable air pollution standards of the State of Florida and all federal emission and performance laws and standards.

**10.11 Fish and Wildlife Resource Protection.** The Contractor shall keep construction activities under surveillance, management, and control to minimize interference with, disturbance to, and damage of fish and wildlife.

10.11.1 Marine Mammal Monitoring. All personnel involved with the project shall be instructed about the potential presence of sea turtles and manatee. The Contractor shall take all measures to ensure the safety of these marine mammals that are in the vicinity of the Contractor's equipment. These measures shall include at a minimum:

- The Contractor shall instruct all personnel associated with the project of the potential presence of manatees and sea turtles and the need to avoid collisions with these mammals. All construction personnel are responsible for observing water-related activities for the presence of marine mammals.
- 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.
- Turbidity curtains and barriers shall be made of material in which marine mammals cannot become entangled, shall be properly secured, and shall be

regularly monitored to avoid manatee entrapment. Barriers must not block manatee entry to or exit from essential habitat.

- All vessels associated with the construction project shall operate at "no wake/idle" speeds at all times while in the construction area.
- If manatee(s) or sea turtle(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 these marine mammals. These precautions shall include the operation of all moving equipment no closer than fifty (50) feet of a manatee or sea turtle. Operation of any equipment closer than fifty (50) feet from a manatee or sea turtle shall necessitate immediate shutdown of that equipment. Activities will not resume until the manatee(s) or sea turtle(s) has departed the project area (50 foot radius around the equipment) of its own volition.
- Any collision with and/or injury to a manatee or sea turtle shall 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 Vero Beach (1-772-562-3909).
- Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Awareness signs that have already been approved for this use by the Florida Fish and Wildlife Conservation Commission (FWC) must be used. One sign measuring at least 3 ft. by 4 ft. which reads *Caution: Manatee Area* must be posted. A second sign measuring at least 8 1/2" by 11" explaining the requirements for "Idle Speed/No Wake" and the shutdown of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. Please see the Florida Fish and Wildlife Conservation Commission website for information on how to obtain appropriate signs:

[http://www.myfwc.com/docs/WildlifeHabitats/Manatee\\_EducationalSign.pdf](http://www.myfwc.com/docs/WildlifeHabitats/Manatee_EducationalSign.pdf)

10.11.2 Seagrass and Oyster Reef Resources. The Contractor shall protect all seagrass, oyster reef and other environmentally sensitive resources during all phases of the work. At no time shall the Contractor be permitted to anchor, dredge, lay cables or pipe on any seagrass or other submerged resource. Dredging shall not be permitted to occur within fifty (50) ft of seagrass beds or other restriction imposed by the regulatory permits. The Contractor shall use all means necessary to prevent impacts to the submerged resources. The Contractor shall note that the regulatory agencies may levy heavy fines on those who damage seagrass or other submerged resources. Locations of seagrass resources and oyster reefs, mapped in August 2012, within the project area are provided on the Construction Drawings. The mapping of these resources by the Engineer was limited to the immediate project vicinity. The Contractor is responsible for identification and avoidance impacts to all seagrass and other marine resources within the limits of Contractor's operations.

10.11.3 Mangrove. No mangrove trimming is authorized under this Contract.

**10.12 Dust and Noise Control.** The Contractor shall be required to maintain all access roads, ingress routes, egress routes, and all other work areas within or without the Project boundaries free from dust which would cause a hazard or nuisance to others. All equipment used on this Work shall be equipped with satisfactory mufflers or other noise abatement devices. The Contractor shall conduct his operations so as to comply with all Federal, State, and Local laws pertaining to noise. The use of horns, whistles, and back-up alarms shall be held to the minimum necessary in order to ensure as quiet an operation as possible while maintaining safety on the job site.

## **11.0 SITE RESTORATION**

The Contractor shall remove all temporary construction facilities such as stockpiles of excess or waste materials, temporary equipment, staking and markers, and construction debris and return the site to the condition equal to or better than pre-construction activities. The Contractor shall repair any and all damage to the site at the Contractor's expense.