



Advertise Date: 7/27/2018

**Lee County Board of County Commissioners
DIVISION OF PROCUREMENT MANAGEMENT**

**Invitation to Bid (B)
Construction**

Solicitation No.:	B180422TJM		
Solicitation Name:	Ten Mile Canal Dredging		
Open Date/Time:	8/27/2018	Time:	2:30 PM
Location:	Lee County Procurement Management 1500 Monroe Street 4th Floor Fort Myers, FL 33901		
Procurement Contact:	Tara McMahon	Title	Procurement Analyst
Phone:	(239) 533-8881	Email:	tmcmahon@leegov.com
Requesting Dept. Natural Resources			

Pre-Bid Conference:

Type: No meeting scheduled at this time
Date/Time: **N/A**

All solicitation documents are available for download at
www.leegov.com/procurement

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**FUNDED IN PART OR IN WHOLE BY:
U.S. Department of Agriculture
Natural Resources Conservation Service NRCS-ADS-093**



Advertisement Date: 7/27/2018

Notice to Bidder**Invitation to Bid #B180422TJM Ten Mile Canal Dredging****Invitation to Bid (B) Construction**

Lee County, Florida, is requesting bids from qualified individuals/firms for
Ten Mile Canal Dredging

Then and there to be publicly opened and read aloud for the purpose of selecting a vendor to furnish all necessary labor, services, materials, equipment, tools, consumables, transportation, skills and incidentals required for Lee County, Florida, in conformance with solicitation documents, which include technical specifications and/or a scope of work.

Those individuals/firms interested in being considered for this solicitation are instructed to submit, in accordance with specifications, their Bids, pertinent to this project prior to

2:30 PM August 27, 2018

to the office of the **Procurement Management Director, 1500 Monroe Street, 4th Floor, Fort Myers, Florida 33901**. The Invitation to Bid shall be received in a sealed envelope, prior to the time scheduled to receive Bid(s), and shall be clearly marked with the solicitation name, solicitation number, bidder name, and contact information as identified in these solicitation documents.

The Scope of Work/Specifications for this solicitation is available from www.leegov.com/procurement. Bidders who obtain Scope of Work/Specifications from sources other than www.leegov.com/procurement are cautioned that the solicitation package may be incomplete. The County's official bidders list, addendum(s) and information must be obtained from www.leegov.com/procurement. It is the bidder's responsibility to check for posted information. The County may not accept incomplete Bids.

There will be no Pre-Bid Conference for this solicitation.

It has been determined that the specifications and scope of work within this solicitation are adequate to describe the product or services being requested. A pre-bid conference and site visit has not been scheduled for this solicitation. Questions regarding this solicitation are to be directed, in writing, to the individual listed below using the email address listed below or faxed to (239) 485 8383 during normal working hours.

Tara McMahon tmcmahon@leegov.com

Sincerely,

Laurie Victory on behalf of
Laurie Victory, CPPB
Procurement Manager

*WWW.leegov.Com/Procurement is the County's official posting site

Terms and Conditions

INVITATION TO BID (B)

CONSTRUCTION

1 DEFINITIONS

- 1.1 **Addendum/Addenda:** A written change, addition, alteration, correction or revision to a bid, proposal or contract Agreement/Contract. Addendum/Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope change to the solicitation.
- 1.2 **Approved Alternate:** Solicitation documents may make reference of specific manufacturer(s) or product(s). These references serve only as a recommendation and a guide to minimum quality and performance. The references are not intended to exclude approved alternatives of other manufacturer(s) or product(s).
- 1.3 **Bid/Proposal Package:** A bid/proposal is a document submitted by a vendor in response to some type of solicitation to be used as a basis for negotiations or for entering into a contract.
- 1.4 **Bidder/Responder/Proposer:** One who submits a response to a solicitation.
- 1.5 **County:** Refers to Lee County Board of County Commissioners.
- 1.6 **Due Date and Time/Opening:** Is defined as the date and time upon which a bid or proposal shall be submitted to the Lee County Procurement Management Division. Only bids or proposals received prior to the established date and time will be considered.
- 1.7 **Liquidated Damages:** Damages paid usually in the form of monetary payment, agreed by the parties to a contract which are due and payable as damages by the party who breaches all or part of the contract. May be applied on a daily basis for as long as the breach is in effect.
- 1.8 **Procurement Management:** shall mean the Director of Lee County's Procurement Management Department or designee.
- 1.9 **Responsible:** A vendor, business entity or individual who is fully capable to meet all of the requirements of the bid/proposal solicitation documents and subsequent contract. Must possess the full capability including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.
- 1.10 **Responsive:** A vendor, business entity or individual who has submitted a bid or request for proposal that fully conforms in all material respects to the bid/proposal solicitation documents and all of its requirements, including all form and substance.
- 1.11 **Solicitation:** An invitation to bid, a request for proposal, invitation to negotiate or any document used to obtain bids or proposals for the purpose of entering into a contract.

2 ORDER OF PRECEDENCE

- 2.1 In resolving conflicts, errors, and discrepancies, the order of precedence of the bid document is as follows
 - 2.1.1 Florida State Law as applied to Municipal Purchasing in accordance with Title XIX, "Public Business", Chapter 287 "Procurement of Personal Property and Services."
 - 2.1.2 Lee County Procurement Management Manual and Ordinances
 - 2.1.3 Change Order
 - 2.1.4 Agreement
 - 2.1.5 Addenda
 - 2.1.6 Special Provisions
 - 2.1.7 General Conditions, if any
 - 2.1.8 Supplemental Conditions and Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
 - 2.1.9 Technical Specifications
 - 2.1.10 Drawings/Plans, if any
 - 2.1.11 Figure Dimensions, if any
 - 2.1.12 Scale Dimensions (Large Scale Drawings supersede Small Scale Drawings)
 - 2.1.13 Terms and Conditions

3 RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES

- 3.1 It shall be the responsibility of the bidder to assure compliance with all other federal, state, or county codes, rules, regulations or other requirements, as each may apply. Any involvement with the Lee County shall be in accordance with but not limited to:
 - 3.1.1 Lee County Procurement Management Manual
 - 3.1.2 Pursuant to FL § Section 119.071, Public Records, General exemptions from inspection or copying of public records. Sealed bids, proposals or replies received by the agency pursuant to a solicitation are exempt from public records request (s. 119.07(1) and s. 24(a), Art. I, of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals or final replies, whichever is earlier.
 - 3.1.3 FL § 215 regarding scrutinized companies and business operations.
 - 3.1.4 FL § 218 Public Bid Disclosure Act.
 - 3.1.5 Florida State Law as applied to Municipal Purchasing in accordance with Title XIX, "Public Business", Chapter 287 "Procurement of Personal Property and Services."
 - 3.1.6 FL § 337.168 Confidentiality of official estimates, identities of potential bidders, and bid analysis and monitoring system.
 - 3.1.7 FL § Section 607.1501(1) states: A foreign corporation may not transact business in the State of Florida until it obtains a certificate of authority from the Department of State.
- 3.2 **Local Business Tax Account:** As applicable, anyone providing merchandise or services to the public within the jurisdiction of Lee County must obtain a Lee County business tax account to operate unless specifically exempted.
- 3.3 **License(s):** Bidder should provide, at the time of the opening of the bid, licenses required for this product and/or service.

4 BID – PREPARATION OF SUBMITTAL

- 4.1 **Sealed Bid:** Submission must be in a sealed envelope/box, and the outside of the submission must be marked with the following information (Sealed Bid Label Form is attached for your use):
 - 4.1.1 Marked with the words "Sealed Bid"
 - 4.1.2 Bid Number
 - 4.1.3 Bid Title
 - 4.1.4 Bid Due Date
 - 4.1.5 Name of the firm submitting the bid
 - 4.1.6 Contact e-mail and telephone number
- 4.2 **Bid submission shall include:**
 - 4.2.1 Provide two (2) hard copies. Mark each: one "Original", one "Copy"
 - 4.2.2 Provide one (1) electronic CD ROM or flash drive set of the entire submission documents.
 - 4.2.3 Electronic submission document is to be one single Adobe PDF file in the same order as the original hard copy.
 - 4.2.4 Limit the color and number of images to avoid unmanageable file sizes.
 - 4.2.5 Use rewritable CD ROM and do not lock files.
- 4.3 **Submission Format:**
 - 4.3.1 Required Forms: complete and return **all** required forms. If the form is not applicable please return with "Not Applicable" or "N/A" in large letters across the form.
 - 4.3.2 Failure to submit required or requested information may result in the bidder being found non-responsive.
 - 4.3.3 Execution of Bid: All documents must be properly signed by corporate authorized representative, witnessed, and where applicable corporate and/or notary seals affixed. All Bids shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the bids shall be initialed.
 - 4.3.4 If a cost/bid schedule was provided in Microsoft Excel format, the returned completed schedule should be included as a Microsoft Excel File on the CD ROM or Flash drive.
 - 4.3.5 The submission should not contain links to other web pages.
 - 4.3.6 Include any information requested by the County necessary to analyze your bid, i.e., required submittals, literature, technical data, financial statements.
 - 4.3.7 Bid Security/Bond(s), as applicable (Construction projects)

- 4.4 **Preparation Cost:** The Bidder is solely responsible for any and all costs associated with responding to this solicitation. No reimbursement will be made for any costs associated with the preparation and submittal of any bid, or for any travel and per diem costs that are incurred by any Bidder.

5 RESPONSES RECEIVED LATE

- 5.1 It shall be the Bidder's sole responsibility to deliver the bid submission to the Lee County Procurement Management Division prior to or on the time and date stated. All references to date and time herein reference Lee County, FL local time.
- 5.2 Any bids received after the stated time and date will not be considered. The bid shall not be opened at the public opening. Arrangements may be made for the unopened bid to be returned at the bidder's request and expense.
- 5.3 The Lee County Procurement Management Division shall not be responsible for delays caused by the method of delivery such as, but not limited to; internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.

6 BIDDER REQUIREMENTS (unless otherwise noted)

- 6.1 **Responsive and Responsible:** Only bids received from responsive and responsible bidders will be considered. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other necessary action, such as background checks, to determine ability to perform is satisfactory, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicates an inability for the bidder to perform.
- 6.1.1 Bids may be declared "non-responsive" due to omissions of "Negligence or Breach of Contract" on the disclosure form. Additionally, bidders may be declared "not responsible" due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the bidder to assure good faith performance. This determination may be made by the Procurement Management Director, after consulting with the County Attorney.
- 6.1.2 Additional sources may be utilized to determine credit worthiness and ability to perform.
- 6.1.3 Any bidder or sub-contractor that will have access to County facilities or property may be required to be screened to a level that may include, but is not limited to fingerprints, statewide criminal. There may be fees associated with these procedures. These costs are the responsibility of the bidder or sub-contractor.
- 6.2 **BID--Past Performance:** Bidders past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) may be reviewed. Poor or unacceptable past performance may result in bidder disqualification.
- 6.3 Submission packages, unless otherwise noted, will be considered only from bidders normally engaged in the provision of the services specified here in. The bidder shall have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to Lee County. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other action necessary to determine ability to perform satisfactorily, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicated an inability of the bidder to perform.

7 PRE-BID CONFERENCE

- 7.1 A pre-bid conference will be held in the location, date, and time specified on the cover of this solicitation. The cover will also note if the pre-bid conference is Non-Mandatory or Mandatory. All questions and answers are considered informal. All prospective bidders are encouraged to obtain and review the solicitation documents prior to the pre-bid conference so they may be prepared to discuss any questions or concerns they have concerning this project. All questions must be submitted formally in writing to the procurement staff noted on the first page of the bid document. A formal response will be provided in the form of an addendum (see "County Interpretation/Addendums" for additional information.) A site visit may follow the pre-bid conference, as applicable.
- 7.2 **Non-Mandatory:** Pre-bid conferences are generally non-mandatory, but it is highly recommended that prospective bidders participate.

- 7.3 **Mandatory:** Failure to attend a mandatory pre-bid conference will result in the bid being considered **non-responsive**.

8 COUNTY INTERPRETATION/ADDENDUMS

- 8.1 Each Bidder shall examine the solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the solicitation shall be **submitted in writing prior to 5:00 PM at least eight (8) calendar days prior to the date when the submission is due**.
- 8.2 Response(s) will be in the form of an Addendum posted on www.leegov.com/procurement. It is solely the bidder's responsibility to check the website for information. No notifications will be sent by Lee County Procurement Management Division.
- 8.3 All Addenda shall become part of the Contract Documents.
- 8.4 The County shall not be responsible for oral interpretations given by any County employee, representative, or others. Interpretation of the meaning of the plans, specifications or any other contract document, or for correction of any apparent ambiguity, inconsistency or error there in, shall be in writing. Issuance of a written addendum by the County's Procurement Management Division is the only official method whereby interpretation, clarification or additional information can be given.

9 QUALITY GUARANTEE/WARRANTY (as applicable)

- 9.1 Bidder will guarantee their work without disclaimers, unless otherwise specifically approved by the County, for a minimum of twelve (12) months from the date of final completion.
- 9.2 Unless otherwise specifically provided in the specifications, all equipment and materials and articles incorporated in the work covered by this contract shall be new, unused and of the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warranties will begin from the date of final completion.
- 9.3 Unless otherwise specifically provided in the specifications, the equipment must be warranted for twelve (12) months, shipping, parts and labor. Should the equipment be taken out of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service at no additional charge to the County.
- 9.4 If any product does not meet performance representation or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed, the vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials, if in its judgment the item reflects unsatisfactory workmanship or manufacturing or shipping damage. The vendor shall refund, to the County, any money which has been paid for same.

10 SUBSTITUTION(S)/APPROVED ALTERNATE(S)

- 10.1 Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If a bidder wishes to make a substitution in the specifications, the bidder shall furnish to the County, **no later than ten (10) business days prior to the bid opening date**, the name of the manufacturer, the model number, and other identifying data and information necessary to aid the County in evaluating the substitution. Such information is submitted through the Procurement Management Division. Any such substitution shall be subject to County approval through the issuance of a written addendum by the County's Procurement Management Division. Substitutions shall be approved only if determined by the County to be an **Approved Alternate** to the prescribed specifications.
- 10.2 A bid containing a substitution is subject to disqualification if the substitution is not approved by the County. Items bid must be identified by brand name, number, manufacturer and model, and shall include full descriptive information, brochures, and appropriate attachments. Brand names are used for descriptive purposes only. An **Approved Alternate** product or service may be used.

11 NEGOTIATED ITEMS

- 11.1 Any item not outlined in the Scope of Work/Specifications may be subject to negotiations between the County and the successful bidder.
 - 11.2 After award of this bid the County reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion.
 - 11.3 At contract renewal time(s) or in the event of significant industry wide market changes, the County may negotiate justified adjustments such as price, terms, etc., if in its sole judgment, the County considers such adjustments to be in their best interest.
- 12 ERRORS, OMISSIONS, CALCULATION ERRORS (as applicable)**
- 12.1 **Calculation Errors:** In the event of multiplication/addition error(s), the unit price shall prevail. Written prices shall prevail over figures where applicable. All bids will be reviewed mathematically and corrected, if necessary, using these standards, prior to further evaluation.
- 13 CONFIDENTIALITY**
- 13.1 Bidders should be aware that all submissions provided are subject to public disclosure and will **not** be afforded confidentiality, unless provided by Chapter 119 FL §.
 - 13.2 If information is submitted with a bid that is deemed “Confidential” the bidder must stamp those pages of the submission that are considered confidential. The bidder must provide documentation as to validate why these documents should be declared confidential in accordance with Chapter 119, “Public Records,” exemptions.
 - 13.3 Lee County **will not reveal engineering estimates or budget amounts for a project** unless required by grant funding or unless it is in the best interest of the County. According to FL § 337.168: A document or electronic file revealing the official cost estimate of the department of a project is confidential and exempt from the provisions of s. 119.07(1) until the contract for the project has been executed or until the project is no longer under active consideration.
- 14 BID -- CONFLICT OF INTEREST**
- 14.1 **Business Relationship Disclosure Requirement:** The award hereunder is subject to the provisions of Chapter 112, Public Officers and Employees: General Provisions, Florida Statutes. All bidders must disclose with their submission the name of any officer, director or agent who is also an employee of the Lee County or any of its agencies. Further, all bidders must disclose the name of any County employee who owns directly or indirectly, an interest of five percent (5%) or more in the bidder’s firm or any of its branches.
- 15 ANTI-LOBBYING CLAUSE (Cone of Silence)**
- 15.1 Following FL § Section 287.057(23), Upon the issuance of the solicitation, prospective proposers/bidders or any agent, representative or person acting at the request of such proposer/bidder shall not have any contact, communicate with or discuss any matter relating in any way to the solicitation with any Commissioner, Evaluation Review Committee, agent or employee of the County other than the Procurement Management Director or their designee. This prohibition begins with the issuance of any solicitation, and ends upon execution of the final contract or when the solicitation has been cancelled. **If it is determined that improper communications were conducted, the Bidder/Proposer maybe declared non-responsible.**
- 16 DRUG FREE WORKPLACE**
- 16.1 Lee County Board of County Commissioners encourages Drug Free Workplace programs.
- 17 DISADVANTAGED BUSINESS ENTERPRISE (DBE)**
- 17.1 The County encourages the use of Disadvantaged Business Enterprise Bidder(s) as defined and certified by the State of Florida Department of Transportation (DBE).
 - 17.2 As requested in the required forms the Bidder is required to indicate whether they and/or any proposed sub-contractor(s) are Disadvantaged Business Enterprises (DBE). Lee County encourages the utilization and participation of DBEs in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested certified Disadvantaged Business Enterprise (DBE) firms as

well as other minority-owned and women-owned firms, as defined and certified by the State of Florida Office of Supplier Diversity (Minority), are encouraged to respond.

18 ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

- 18.1 The bidder agrees to comply, in accordance with FL § 287.134, 504 of the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990 (ADA), the ADA Amendments Act of 2008 (ADAAA) that furnishing goods or services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- 18.2 The bidder will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, disability or marital status. The bidder will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, disability or marital status.
- 18.3 The bidder will include the provisions of this section in every sub-contract under this contract to ensure its provisions will be binding upon each sub-contractor. The bidder will take such actions in respect to any sub-contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.
- 18.4 An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at <http://www.dms.myflorida.com>) 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 vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

19 SUB-CONTRACTOR

- 19.1 The use of sub-contractors under this solicitation requires prior written authorization from the County representative.

20 BID - PROJECT GUIDELINES (as applicable)

- 20.1 The County has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and or Requirements which shall service as a guide to the bidder(s) in conforming to the provision of goods and/or services to be provided pursuant to this Agreement/Contract:
 - 20.1.1 No amount of work is guaranteed upon the execution of an Agreement/Contract.
 - 20.1.2 Rates and all other negotiated expenses will remain in effect throughout the duration of the Agreement/Contract period.
 - 20.1.3 This contract does not entitle any bidder to exclusive rights to County Agreement/Contracts/contracts. The County reserves the right to perform any and all available required work in-house or by any other means it so desires.
 - 20.1.4 In reference to vehicle travel, mileage and man-hours spent in travel time, is considered incidental to the work and not an extra compensable expense.
 - 20.1.5 Lee County reserves the right to add or delete, at any time, and or all material, tasks or services associated with this Agreement/Contract.
 - 20.1.6 Any Single Large Project: The County, in its sole discretion, reserves the right to separately solicit any project that is outside the scope of this solicitation, whether through size, complexity or the dollar value.

21 BID – TIEBREAKER

- 21.1 Whenever two or more Bids, which are equal with respect to price, quality and service, are received for procurement of commodities or contractual services, from Responsive and Responsible Bidders, the following steps shall be taken to establish the Award to the lowest Bidder. This method shall be used for all ties.

- 21.1.1 Step 1 - Local Bidder: Between a Local Bidder, and a non-Local Bidder, a Contract Award, or the first opportunity to negotiate, as applicable, shall be made to the Local Bidder. **If local preference is prohibited by the funding source then step 2 will replace step 1.**
- 21.1.2 Step 2 - Drug Free Workplace: At the conclusion of step 1, if all is equal, the Bidder with a Drug Free Workplace program shall be given preference over a Bidder with no Drug Free Workplace program. The Contract Award, or the first opportunity to negotiate, as applicable, shall be made to the Bidder with the Drug Free Workplace program.
- 21.1.3 Step 3 - Coin Flip: At the conclusion of Step 1 and Step 2, if all is equal, the Contract Award, or the first opportunity to negotiate, as applicable, the final outcome shall be determined by the flip of a coin.
- 21.2 When the tie has been broken pursuant to the above procedures, the Contract Award, or the first opportunity to negotiate, as applicable, shall be furnished to the prevailing Bidder.
- 21.3 If an Award or negotiation is unsuccessful with the initial Bidder, Award or negotiations may commence with the next highest Bidder, utilizing the tiebreaker steps above to make the determination of next lowest Bidder, if necessary.

22 WITHDRAWAL OF BID

- 22.1 No bid may be withdrawn for a period of **180 calendar days** after the scheduled time for receiving submissions. A bid may be withdrawn prior to the solicitation opening date and time. Withdrawal requests must be made in writing to the Procurement Management Director, who will approve or disapprove the request.
- 22.2 A bidder may withdraw a submission any time prior to the opening of the solicitation.
- 22.3 After submissions are opened, but prior to award of the contract by the County Commission, the Procurement Management Director may allow the withdrawal of a bid because of the mistake of the bidder in the preparation of the submission document. In such circumstance, the decision of the Procurement Management Director to allow the submission withdrawal, although discretionary, shall be based upon a finding that the bidder, by clear and convincing evidence, has met each of the following four tests:
 - 22.3.1 The bidder acted in good faith in submitting the bid,
 - 22.3.2 The mistake in bid preparation that was of such magnitude that to enforce compliance by the bidder would cause a severe hardship on the bidder,
 - 22.3.3 The mistake was not the result of gross negligence or willful inattention by the bidder; and
 - 22.3.4 The mistake was discovered and was communicated to the County prior to the County Commission having formally awarded the Agreement/Contract.

23 PROTEST RIGHTS

- 23.1 Any bidder that has submitted a formal response to Lee County, and who is adversely affected by an intended decision with respect to the award, has the right to protest an intended decision posted by the County as part of the solicitation process.
- 23.2 “Decisions” are posted on the Lee County Procurement Management Division website. Bidders are solely responsible to check for information regarding the solicitation. (www.leegov.com/procurement)
- 23.3 Refer to the “Bid/Proposal Protest Procedure” section of the Lee County “Contracts Manual” for the complete protest process and requirements. The Manual is posted on the Lee County website or may be obtained by contacting the Procurement Management Director.
- 23.4 In order to preserve the right to protest, a written “**Notice Of Intent To File A Protest**” **must be filed with the Lee County Procurement Management Director by 4:00 PM on the 3rd working day after the decision** affecting your rights is posted on the Lee County website.
 - 23.4.1 The notice must clearly state the basis and reasons for the protest.
 - 23.4.2 The notice must be physically received by the Procurement Management Director with-in the required time frame. No additional time will be granted for mailing.
- 23.5 To secure the right to protest a “**Protest Bond**” and written “**Formal Protest**” document must be filed **within 10 calendar days** after the date of “*Notice of Intent to File a Protest*” is received by the Procurement Management Director.

- 23.6 **Failure to follow the protest procedures requirement within the time frames as prescribed herein and established by the Lee County Board of County Commissioners, Florida, shall constitute a waiver of the right to protest and bar any resulting claims.**

24 AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES

- 24.1 This opportunity is also made available to any government entity. Pursuant to their own governing laws, and subject to the Agreement/Contract of the vendor, other entities may be permitted to make purchases at the terms and conditions contained herein. Lee County Board of County Commissioners will not be financially responsible for the purchases of other entities from this solicitation.

25 CONTRACT ADMINISTRATION

25.1 **Designated Contact:**

- 25.1.1 The awarded bidder shall appoint a person(s) to act as a primary contact for all County departments. This person or back-up shall be readily available during normal working hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.
- 25.1.2 Lee County requires the awarded bidder to provide the name of a contact person(s) and phone number(s) which will afford Lee County access 24 hours per day, 365 days per year, of this service in the event of major breakdowns or natural disasters.

25.2 **BID – Term:** (unless otherwise stated in the Scope of Work or Detailed Specifications)

- 25.2.1 Unless otherwise stated in the scope of work, specifications, or **Special Provisions** the default **contract term shall be one (1) year with three (3), one (1) year renewals for a total of four (4) years upon mutual written agreement of both parties.**
- 25.2.2 The County reserves the right to renew this Agreement/Contract (or any portion thereof) and to negotiate pricing as a condition for each.
- 25.2.3 The County's performance and obligation to pay under this contract, and any applicable renewal options, is contingent upon annual appropriation of funds.

25.3 **BID – Basis of Award:**

- 25.3.1 The bid is awarded under a system of sealed, competitive bidding to the lowest responsive and responsible bidder.
- 25.3.2 In the event the lowest responsive and responsive bid for a project exceeds the available funds the County may negotiate an adjustment of the bid price with the lowest responsive and responsive bidder, in order to bring the total cost of the project within the amount of available funds.
- 25.3.3 The County reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof. The County reserves the right to reject any and all bids or to waive any minor irregularity or technicality in the bids received. Award will be made to the lowest responsive and responsive bidder(s) within the category chosen for basis of award.
- 25.3.4 The County reserves the right to award to one or multiple bidders at the discretion of the requesting authority and approval of the Procurement Management Director.

25.4 **Agreement/Contracts/Contracts:**

- 25.4.1 The awarded bidder will be required to execute an Agreement/Contract as a condition of award. A sample of this document may be viewed on-line at <http://www.leegov.com/procurement/forms>.

25.5 **Records:**

- 25.5.1 **Retention:** The bidder shall maintain such financial records and other records as may be prescribed by Lee County or by applicable federal and state laws, rules and regulations. Unless otherwise stated in the specifications, the bidder shall retain these records for a period of five years after final payment, or until they are audited by Lee County, whichever event occurs first.
- 25.5.2 **Right to Audit/Disclosure:** These records shall be made available during the term of the contract as well as the retention period. These records shall be made readily available to County personnel with reasonable notice and other persons in accordance with the Florida General Records Schedule. Awarded Bidder/Proposer(s) are hereby informed of their requirement to comply with FL §119 specifically to:
- 25.5.2.1 Keep and maintain public records required by the County to perform the service.

- 25.5.2.2 Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided or as otherwise provided by law.
- 25.5.2.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- 25.5.2.4 Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

25.5.3 Public Record: **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, <http://www.leegov.com/publicrecords>.**

25.5.4 Ownership: It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications and all data prepared or obtained by the successful bidder in connection with its services hereunder, include any documents bearing the professional seal of the successful bidder, and shall be delivered to and become the property of Lee County, prior to final payment to the successful bidder or the termination of the Agreement/Contract. This includes any electronic versions, such as CAD or other computer aided drafting programs.

25.6 **Termination:**

- 25.6.1 Any Agreement/Contract as a result of this solicitation may be terminated by either party giving **thirty (30) calendar days advance written notice**. The County reserves the right to accept or not accept a termination notice submitted by the vendor, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.
- 25.6.2 The Procurement Management Director may immediately terminate any Agreement/Contract as a result of this solicitation for emergency purposes, as defined by the Lee County Purchasing and Payment Procedures Manual (Purchasing Manual), (also known as Appendix "D" "AC-4-1.pdf".)
- 25.6.3 Any bidder who has voluntarily withdrawn from a solicitation without the County's mutual consent during the contract period shall be barred from further County procurement for a **period of 180 days**. The vendor may apply to the Board for a waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by the Procurement Management Department.
- 25.6.4 The County reserves the right to terminate award or contract following any of the below for goods or services over \$1,000,000:
 - 25.6.4.1 Contractor is found to have submitted a false certification as provided under FL § 287.135 (5);
 - 25.6.4.2 Contractor has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (FL §215.473);
 - 25.6.4.3 Contractor has engaged in business operations in Cuba or Syria (FL § 215.471);
 - 25.6.4.4 Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel. (FL § 215.4725)

- 25.6.4.5 The County reserves the right to review, on a case-by-case basis, and waive this stipulation if it is deemed to advantageous to the County.

26 WAIVER OF CLAIMS

- 26.1 Once this contract expires, or final payment has been requested and made, the awarded bidder shall have waived any claims against the County concerning this contract. After that period, the County will consider the bidder to have waived any right to claims against the County concerning this Agreement/Contract.

27 LEE COUNTY PAYMENT PROCEDURES

- 27.1 Unless otherwise noted, all vendors are requested to mail an original invoice to:
Lee County Finance Department
Post Office Box 2238
Fort Myers, FL 33902-2238
- 27.2 All invoices will be paid as directed by the Lee County payment procedure unless otherwise stated in the detailed specifications for this project.
- 27.3 Lee County will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, proposer, or bidder for the preparation of these specifications.
- 27.4 Lee County is generally a tax exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All bidders should include in their bids, all sales or use taxes, which they will pay when making purchases of material or sub-contractor's services.

28 SAFETY DATA SHEETS (SDS) (as applicable)

- 28.1 In accordance with Chapter 443 of the FL §, it is the vendor's responsibility to provide Lee County with Safety Data Sheets on bid materials, as may apply to this procurement.

29 DEBRIS DISPOSAL (as applicable)

- 29.1 Unless otherwise stated, the bidder shall be fully responsible for the lawful removal and disposal of any materials, debris, garbage, vehicles or other such items which would interfere with the undertaking and completion of the project. There shall not be an increase in time or price associated with such removal.

30 SHIPPING (as applicable)

- 30.1 Cost of all shipping to the site, including any inside delivery charges and all unusual storage requirements shall be borne by the bidder unless otherwise agreed upon in writing prior to service. It shall be the bidders responsibility to make appropriate arrangements, and to coordinate with authorized personnel at the site, for proper acceptance, handling, protection and storage (if available) of equipment and material delivered. All pricing to be F.O.B. destination.
- 30.2 The materials and/or services delivered under the bid shall remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

31 BOND/SURETY (CONSTRUCTION)

- 31.1 Bonding/Surety is required for construction projects over \$100,000.00 unless otherwise noted.
- 31.2 **Bid Bond/Security:** The bidder/vendor shall submit **not less than 5% of proposed dollar amount** (including applicable alternates) as bid security. One **ORIGINAL** Bid Bond/Security is to be submitted to the County with Bid Submission. The Bid Security of the bidder/vendor will be retained until the bidder/vendor has executed the contract, whereupon the Bid security may be returned. The bid Security of the bidder/vendor whom the County believes to have a reasonable chance of receiving the award may be retained by the County until the effective date of the Agreement/Contract, whereupon Bid Securities furnished by the bidder/vendor may be returned. The following types of Bid Security are acceptable:
- 31.2.1 **A Certified Check or a Cashier's Check** in the stated dollar amount of not less than 5% of proposed dollar amount. Any Certified Check or Cashier Check submitted in lieu of a Bid Bond Shall be drawn

on a solvent bank or trust company, made payable to Lee County Board of County Commissioners and shall have all necessary documentary revenue stamps attached (if required by law); or

- 31.2.2 **A Bid Bond** may be submitted on a Lee County paper Bid Bond Form. Must be signed by all required parties, of not less than 5% of proposed dollar amount (including Alternate(s) as applicable) shall accompany each submission. The Bid Bond shall be issued by a duly authorized surety authorized to do business and in good standing with the Florida Department of state.

- 31.3 **Payment and Performance Bond:** In accordance with F.S. 255.05 and Lee County Ordinance 95-2-102, a Public Payment and Performance Bond is to be issued in a sum equal to one-hundred (100%) percent of the total awarded contract amount by a surety company considered satisfactory by Lee County and otherwise authorized to transact business in the State of Florida shall be required from the successful bidder/vendor. This shall insure the faithful performance of the obligations imposed by the resulting contract and protect the County from lawsuits for non-payment of debts incurred during the successful bidder/vendor performance under such Contract.

- 31.3.1 A public Payment and Performance bond must be properly executed, by the Surety Company and successful bidder/vendor, and recorded with the Lee County Clerk of Court, within **seven calendar days** after notification by Lee County of the approval to award the Contract.

- 31.3.2 A **Clean Irrevocable Letter of Credit or Cash Bond** may be accepted by the County in lieu of the Public Payment and Performance Bond.

- 31.4 Only Lee County form(s) may be accepted. Forms are available at <https://www.leegov.com/procurement/forms>.

- 31.5 **Personal Checks are not acceptable to Lee County as a Bid Security.**

- 31.6 **Surety:** In order to be acceptable to the County, a Surety Company issuing Evidence of Bondability, Bid Guaranty Bonds or 100% Public Payment and Performance Bonds or Letters of Credit called for herein shall meet and comply with the minimum standards set forth in as part of the Contract Documents. The surety company shall be authorized to do business and in good standing with the Florida Department of State. All such bonds shall be issued or countersigned by a local producing agent who is a Florida resident with satisfactory evidence of its authority to execute the bond being submitted.

32 INSURANCE (AS APPLICABLE)

- 32.1 Insurance shall be provided by the awarded bidder/vendor. Prior to execution of the Agreement/Contract a certificate of insurance (COI) complying with the bid documents shall be provided by the bidder/vendor.

End of Terms and Conditions Section

INSURANCE GUIDE



Major Insurance Requirements

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the Vendor's interest or liabilities. The following are the required minimums the Vendor must maintain throughout the duration of this Contract. The County reserves the right to request additional documentation regarding insurance provided.*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, and contractual liability exposures with minimum limits of:
 - \$1,000,000 per occurrence
 - \$2,000,000 general aggregate
 - \$1,000,000 products and completed operations
 - \$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:
 - \$1,000,000 combined single limit (CSL) or
 - \$500,000 bodily injury per person
 - \$1,000,000 bodily injury per accident
 - \$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by Chapter 440, Florida Statutes, encompassing all operations contemplated by this Contract or Agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers' Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:
 - \$500,000 per accident
 - \$500,000 disease limit
 - \$500,000 disease – policy limit

*The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies," in which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the Contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:
 - a. The certificate holder shall read as follows:

Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902
 - b. *“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials”* will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the Contract.
2. If applicable, it is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.

End of Insurance Guide Section

SPECIAL PROVISIONS

These are conditions that are in relation to this solicitation only and have not been included in the County's standard Terms and Conditions or the Scope of Work.

GENERAL CONDITIONS ITEMS 21

21. BID – TIEBREAKER

21.1 Whenever two or more Bids, which are equal with respect to price, quality and service, are received for procurement of commodities or contractual services, from Responsive and Responsible Bidders, the following steps shall be taken to establish the Award to the lowest Bidder. This method shall be used for all ties.

21.1.1 ~~Step 1 – Local Bidder: Between a Local Bidder, and a non Local Bidder, a Contract Award, or the first opportunity to negotiate, as applicable, shall be made to the Local Bidder.~~ **If local preference is prohibited by the funding source then step 2 will replace step 1. Not Applicable to this project.**

TIME OF COMPLETION

The Contractor is allowed to conduct dredge and disposal operations during day light hours from sunrise to sunset, including Saturdays and Sundays but excluding Holidays, at Contractor's discretion, provided that Contractor complies with all applicable labor laws.

The time of completion of the Contract shall be 120 days for Substantial Completion and 150 days for Final Completion. Substantial Completion is defined as Work completed and ready for its intended use and shall include all dredge and disposal construction activities. Final Completion is defined as all Work and construction activities having been completed under this Contract.

MINIMUM REQUIREMENTS/RELATED PROJECT EXPERIENCE

Company Minimum Qualifications Requirements

Provide the following Company Qualification Requirements on Form 9A:

The Bidder must have at least five years of experience in dredging construction with upland disposal of dredge spoil material. The Bidder must have successfully completed a minimum of four (4) dredging projects similar to this project, specifically dredging within the influence of tidal currents with varying sediments ranging from silt to coarse grain sand, within the past 10 years as a prime or subcontractor. For each of the four (4) projects include a statement of the actual amount of work executed by the Bidder's own employees. **Do not include work sublet to others.**

Project Manager Minimum Qualifications Requirements

Provide the following Project Manager Minimum Qualifications on Form 9B:

The Bidder's construction on-site project manager / superintendent designated for this project must have at least five (5) years in dredging construction with upland disposal of dredge spoil material. The project manager / superintendent must have successfully completed a minimum of three (3) dredging projects similar to this project, specifically dredging within the influence of tidal currents with varying sediments ranging from silt to coarse grain sand, within the past 10 years. **Do not include work sublet to others.**

SPECIAL PROVISIONS (CONTINUED)

PRE- CONSTRUCTION CONFERENCE / SUBMITTALS

Prior to commencing Work, a Pre-Construction Conference will be held. Seven days prior to the conference, the Contractor shall submit for review and approval by the County:

- (a) A telephone list specifying the name, address, phone number of all subcontractors or suppliers to be used on this project. If the Contractor proposes to subcontract the survey Work the Contractor shall include the registration number of the surveyor. The telephone list shall also include emergency telephone numbers. The Contractor shall include a twenty-four (24) hour emergency telephone or beeper number for the County's use, which the Contractor shall update as necessary throughout the project.
- (b) The Contractor shall request in writing changes in subcontractors or suppliers. No change in subcontractors or suppliers shall be made without written consent from the County.
- (c) Provide a copy of the haul routes intended for use. The Contractor shall not use bridges that are posted with weight restrictions, which may be exceeded in weight by equipment and materials.
- (d) Provide the Maintenance of Traffic (MOT) Plan.
- (e) Provide the list of equipment the Contractor proposes to utilize on this project.
- (f) Provide a paper copy and an electronic copy of the Construction Schedule prepared using Microsoft Project® or other County approved software.
- (g) Provide a copy of daily quality control plan including report forms and inspection documents that will be submitted to the County daily.

The Contractor shall furnish to the County at the preconstruction meeting a quality control plan outlining the procedures, instructions and reports that will be used. This document shall include, at a minimum, the following:

- (a) Structure of the quality control organization;
- (b) Number and qualifications of the responsible personnel;
- (c) Methods and documentation to assure quality control;
- (d) Health and Safety plan and inspection procedures;
- (e) Copy of daily quality control report forms and inspection documents that will be submitted to the County daily. A sample report form is attached; and,
- (f) Storm Emergency Plan.

Once approved, no change will be allowed without the written approval of the County. The Contractor shall also provide, on a monthly basis, an update to the Construction Schedule reflecting changes made as a result of weather, breakdowns, or unanticipated delays, as a means of better monitoring this project. The proposed production schedule shall be submitted a minimum of one (1) week prior to submitting the monthly invoices, as required under the Special Provisions for Monthly Estimates, for approval by the County. Invoices may be rejected if the schedule is not included.

SPECIAL PROVISIONS (CONTINUED)

HEALTH AND SAFETY PLAN

The Contractor shall develop and maintain a written Health and Safety Plan which allows the Work to be performed in compliance with all applicable laws, ordinances, rules, and regulations of any government agency having jurisdiction over the safety of personnel or property. This includes maintaining compliance with the Code of Federal Regulations, Title 29, Occupational Safety and Health Administration, all applicable Health and Safety Provisions of the State of Florida, and all applicable Health and Safety Provisions of EM 385-1-1 (2003) U.S. Army Corps of Engineers Safety and Health Requirements Manual.

The Contractor shall conduct a daily inspection program to assure that the requirements of the Health and Safety Plan are being fulfilled. Inspections shall include the nature of deficiencies observed, corrective action taken or to be taken, location of inspection, date, and signature of the person responsible for its contents. The results of the inspections shall be recorded on Daily Reports and kept at the Work Area at all times. The County is not responsible for the adequacy of the Contractor's Health and Safety Plan.

PRIVATE PROPERTY

The Contractor shall not occupy private land outside of the Work area unless the Contractor obtains expressed consent by the property owner. In the event the Contractor uses private property for any purpose without first having obtained the necessary approvals from the property owner or provided the necessary agreement to the County, the County will direct the Contractor in writing to immediately cease using such property. Prior to commencement of Work the County requires that any agreement between the Contractor and the property owner for the use of private lands be furnished in writing and approved by the County prior to use.

At a minimum, the written agreement should also contain the lot legal description and street address and the names, addresses, and telephone numbers for both the legal lot owner and the Contractor. The written agreement must also provide times for completion, erosion control measures and how the Contractor will completely restore to the owner's satisfaction and how the owner will approve of the Work. This includes restoring to the previous grades, sodding all barren areas and provisions and assurances for watering.

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

TRANSPORTATION FACILITIES

The Contractor shall make their own investigation of available roads, waterways, or other means of conveyance for transportation, bridge load limits, barges, roads, and other road or waterside conditions affecting the transportation of all equipment to the site.

UTILITIES

Water and Sewer

The responsibility shall be upon the Contractor to provide and maintain, at the Contractor's expense, an adequate supply of water and sewer facilities for their use for construction, and to install and maintain necessary supply connections and piping for same, but only at such locations and in such manner as may be approved by the County. Before final acceptance, temporary connection and piping installed by the Contractor shall be removed in a manner satisfactory to the County.

SPECIAL PROVISIONS (CONTINUED)**Electricity**

All electric current required by the Contractor shall be furnished at the Contractor's expense. All temporary lines shall be furnished, installed, connected, and maintained by the Contractor in a workmanlike manner satisfactory to the County and shall be removed by the Contractor in like manner at the Contractor's expense prior to completion of the construction.

Notifications

It shall be the responsibility of the Contractor to acquaint themselves with the exact location of existing underground structures and utilities and to avoid conflict with all existing facilities. The Contractor shall be responsible for notifying, in writing and in advance of construction activities, all government and private agencies and entities that may have an area of responsibility, jurisdiction or involvement for any items of Work being constructed, or who will assume responsibility for the items after construction. This list of agencies and entities shall include, but is not limited to:

- (a) Florida Power and Light
- (b) Embarq / Century Link / Sprint
- (c) Comcast / Time Warner
- (d) Lee County Utilities

Any expense of utility repair or other damage due to Contractor's operations shall be borne by the Contractor. Protection of all utilities shall be the responsibility of the Contractor who shall provide adequate protection to maintain proper service. The Contractor is to include within the Contractor's line item bid prices, the costs to protect, and/or support, all underground utilities which may be in conflict with the construction of this project. Attention is called to the Florida Underground Facility Damage Prevention and Safety Act defined in Florida Statute 240. This act provides for a "One Call Toll Free" telephone number to be used by all parties doing excavation, demolition or other underground construction.

Damage to Existing Facilities

Where existing facilities are damaged, they shall be immediately repaired in conformance with the best standard practice, or according to the specifications of the County of the utility or structure. If the County elects to make such repairs with their own forces, the Contractor shall make sure that specific arrangements are made to protect the County from all damages. Where such conflicts are unavoidable, every effort shall be made to construct the Work so as to cause as little interference as possible with the services rendered by the utility or structure disturbed.

In no case shall the Contractor move equipment on adjacent private property without first securing the County's permission. The Contractor shall restore all damages to surface and underground facilities resulting from their construction operations to a condition equal to, or better than, the original condition.

Areas adjacent to the construction that are damaged shall be repaired at the Contractor's expense. Restoration of adjoining areas shall be equal to or better than original condition and to the satisfaction of the County. Protection of personal property, utilities, structures, docks, and seawalls, shall be the responsibility of the Contractor who shall provide adequate protection to maintain proper service.

SPECIAL PROVISIONS (CONTINUED)

PROGRESS PAYMENTS

The Contractor shall submit Applications for Payment in accordance with the Contract Documents. Applications for Payment will be processed by the County as provided in the Contract Documents. All progress payments will be on the basis of the progress of the Work completed, and covered by the schedule of values established in the Contract Documents.

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

The acceptance of the Work shall include a determination by the County that the Work has been constructed in accordance with the Contract Documents. The County reserves the right to withhold additional monies until the Work has been constructed properly, or until any damages to private or public property have been adequately repaired as determined by the County.

LIQUIDATED DAMAGES

The County shall issue a Notice of Substantial Completion to the Contractor when it has determined that the Work identified in the Contract has been substantially completed and that the Work is completed and ready for its intended use. The County shall provide the Contractor with a punch list within five (5) calendar days after the Notice of Substantial Completion is issued. The punch list will identify the remaining items that must be addressed to the satisfaction of the County by the Contractor to meet his obligations under the Contract. The Contractor shall complete the items on the punch list to the satisfaction of the County within the contract period and prior to submittal of the application for final payment. Any costs incurred by the County (i.e., inspection time) after the Contract Time shall be charged to the Contractor. The County and the Contractor hereby agree that time is of the essence on this Contract and the County will suffer damages if the Work is not substantially completed within the Contract Time, plus any extensions thereof allowed by Change Order. It is further recognized and agreed by the County and the Contractor that the determination of the exact value of the damages the County would suffer due to a delay in the Substantial Completion of the Work would be a difficult, time consuming and costly process. It is therefore hereby agreed by the County and the Contractor that it is in their mutual interest to establish a figure of \$1,500.00 as Liquidated Damages (but not as a penalty) to be paid by the Contractor to the County for each calendar day that Substantial Completion is delayed beyond the Contract Time. It is mutually agreed by the County and the Contractor that neither shall make any claim to increase or reduce the amount to be paid under Liquidated Damages as the result of any calculation of actual damages suffered by County as the result of a delay in the Substantial Completion of the Work.

SPECIAL PROVISIONS (CONTINUED)

DIFFERING SITE CONDITIONS

The Contractor shall within twenty-four (24) hours of discovery, and before the conditions are disturbed, give written notice to the County of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this Contract, or (2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract.

The County shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the Work under this Contract, whether or not changed as a result of the conditions, an equitable adjustment of Contract Price or Contract Time or both may be made under this clause and the Contract modified in writing accordingly. Under no circumstances, however, shall an adjustment in Contract Price be made for delay caused by materially differing or unknown site conditions.

No request by the Contractor for an equitable adjustment to the Contract under this clause shall be allowed, unless the Contractor has given the written notice required.

No request by the Contractor for an equitable adjustment to the Contract for differing site conditions shall be allowed if made after final payment under this Contract.

Should differing subsurface or physical condition be encountered, the Contractor will move to an alternate Work Area within the limits of the Project to continue dredging activities. This discovery does not allow the Contractor to suspend dredging activity or may not justify an extension of Contract Time. The Contractor is required to pursue the Work in a continuous manner and is advised of the Contract Time within this document.

ENGINEER'S APPROVAL OF WORK

By approving any payment, the Engineer shall not thereby be deemed to have represented that they made exhaustive or continuous on-site inspection to check the quality or the quantity of the Work, or that they have reviewed the means, methods and techniques, sequences, and procedures of construction, or that they have made any examination to ascertain how or for what purpose the Contractor has used the money paid or to be paid to them on account of the Contract price.

The Engineer may have a representative on site at different times to observe operations of the Contractor. The presence of the Engineer or their designated representative shall not relieve the Contractor of responsibility for the proper execution of the Work in accordance with the specifications or permits applicable to the Work.

CONTRACTOR'S PLANT AND EQUIPMENT

The Contractor agrees to keep on the job sufficient plant and equipment to meet the requirements of the Work. The plant and equipment shall be in satisfactory operating condition and capable of safely and efficiently performing the Work as set forth in the specifications and the plant shall be subject to access by the County at all times. The plant and equipment shall be listed on the Bid Form "Plant and Equipment Schedule" and submitted by the Contractor with their Bid. The plant listed on the Plant and Equipment Schedule is the minimum which the Contractor agrees to place on the job unless otherwise determined by the County and its listing thereon is not to be construed as an AGREEMENT on the part of the County that adequate for the performance of the Work.

SPECIAL PROVISIONS (CONTINUED)

The Contractor shall maintain a minimum production rate of 150 cubic yards per day. This will ensure the Contractor completes the Work within the specified Contract Schedule. No reduction in the capacity of the plant employed on the Work shall be made except by written permission of the County. The measure of the "Capacity of the Plant" shall be its actual performance on the Work to which these specifications apply.

All hauling and excavating 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. In order that radio communication may be made with passing vessels, all vessels engaged in Work under this Contract shall monitor very high frequency (VHF) Channel 16 at all times.

CONTRACTOR'S RESPONSIBILITY AND DAILY REPORTS

The Contractor has the sole responsibility for quality control and shall provide and maintain such an effective program. The Contractor shall have qualified personnel to provide and maintain control for continual operations.

In the event that the environmental monitoring reveals a violation of standards set forth in the permit conditions and Contract Documents, the Contractor shall describe the violation in a written daily report and notify the County immediately upon detection of the violation.

The Contractor shall establish and implement a quality control program to inspect and test the Contractor's and any Subcontractor's equipment used in completing the Work.

No Work shall commence until the Contractor's quality control program is approved by the County. If, during the Work process, the quality control system is deemed by the County to be inadequate, the County may require corrective actions to rectify said deficiencies. The Contractor's quality control program shall be part of control supervision as field overhead costs and shall not be allowed to be submitted for separate payment.

SURVEYS

General

The County shall conduct the surveys to determine the quantities of Work performed. It is the responsibility of the Contractor to be present during each survey. In general, surveys shall be conducted at 50-foot intervals, baseline station points of intersection (PI's), and beginning and end stations of dredge limits as depicted on the Contract Plans. Surveys of channel centerlines may also be conducted.

The pre-construction cross sections shown on the Contract Plans are the basis of comparison for computing completed Work for payment. The excavation volumes shall be calculated using a Triangulated Irregular Network surface to surface comparison method (Civil3D or Hypack).

The County shall conduct one post-construction survey for each dredge area and to determine compliance with the Contract Documents. The Contractor shall make his own inspection of each Work area to ensure it is ready for acceptance. The Contractor shall notify the County in writing of readiness for surveying. The Contractor shall be responsible for maintaining the design elevations until the post-construction survey and acceptance by the County and ENGINEER. The County shall perform the survey of each Work area within three business days of receipt of such written notification. If the County is prevented from surveying the Work by weather, the Work shall not be deemed accepted until surveying can safely be performed and is found to be in accordance with the Contract Documents.

SPECIAL PROVISIONS (CONTINUED)

The design elevations must be complied with. If surveys find material within any portion of the Work which requires re-dredging, re-survey of the Work after re-dredging shall be at the expense of the Contractor, at a cost of \$4,000 per Work area, which shall be deducted from the amount due the Contractor.

Drawings

The County shall provide the Contractor with drawings of cross sections generally at 50-foot intervals and baseline station PI's. The County shall utilize the survey baselines shown on the Contract Plans as reference for plotting the drawings. All cross-sections shall include the data and the identifying baseline station number. All survey information submitted, and included in any depiction, shall include the date of the survey. Vertical elevations shall be in feet referenced to the North American Vertical Datum of 1988 (NAVD88). Horizontal distances shall be in feet. Locations shall be specified in Florida State Plane grid coordinates, North American Datum 1983 (NAD83). Locations of the cross sections shall be shown on the plan view drawing.

LAYOUT OF THE WORK

The County shall set two temporary benchmarks concurrent with the commencement of construction. The County shall provide the Contractor with the stationing and limits of Work in digital format prior to commencement of construction. The Contractor shall be responsible for all measurements that may be required for the execution of the Work to the location and limit marks prescribed in the Technical Specifications or on the Contract Plans, subject to such modifications as the County may require to meet changed conditions or as a result of necessary modifications to the Contract Work.

The County shall perform one construction stake-out for each dredge area as follows. Install PVC pipes at approximate 100 ft. stations and points of inflection along one side of the dredge template, at an offset to be determined in conjunction with the Contractor. Stake-outs in excess the two specified herein shall be at the expense of the Contractor, at a cost of \$3,200 per Work area.

The Contractor shall furnish, at their own expense, such stakes, templates, platforms, equipment, tools and material, and all labor as may be required to maintain the layout of the Work from the control data until the dredging has been approved by the County. The County may require that Work be suspended at any time when the location and limit marks are not reasonably adequate to permit checking of the Work. Suspension of the Work for this reason shall not serve as a basis of claim by the Contractor for an increase in price or time. Any stakes used shall be made of proper materials that can and shall be pulled and completely removed intact after the dredging has been accepted by the County. Grade stakes shall be flagged to increase visibility.

VARIATIONS IN ESTIMATED QUANTITIES

Where the quantity of a pay item in this Contract is an estimated quantity, and where the actual quantity of material placed by Contractor varies by more than twenty-five percent (25%), whether due to site conditions in the Work area as determined by a pre-construction survey, or at the discretion of County, as set forth in the Contract Documents, an equitable adjustment in the Contract unit price may be made upon demand of either party.

The equitable adjustment will be applied based upon increase or decrease in costs due solely to the variations above one hundred twenty-five percent (125%) or below seventy-five percent (75%) of the estimated quantity individually for each segment of Work.

ACCESS TO WORK

The Contractor shall provide access for the County to and from the dredge and other floating equipment on call for the purpose of observing construction activities and environmental monitoring tests. The Contractor shall furnish the use of such boats, boatmen, laborers, and material forming a part of the ordinary equipment and crew of the dredging plant as may be reasonably necessary in observing the Work.

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

PERMITS

The State of Florida Department of Environmental Protection (DEP) Permit which includes the federal authorization of the U.S. Army Corps of Engineers for the Work to be performed is included in the Contract Documents. The Contractor is responsible for securing any other permits necessary, Federal, State and/or County. The County may require a Right-of-way permit and may require other permits (i.e., building permit, temporary fill permit).

By execution of the AGREEMENT, the Contractor acknowledges receipt of permits and accepts full responsibility for compliance with these permits and all stipulations attached, for all Work covered by this document.

The Contractor shall immediately notify the County in writing of any observed non-compliance with the aforementioned Federal, State or local laws or regulations. The Contractor shall, after such notice, immediately inform the County of proposed corrective action and take such action as may be approved. If the Contractor fails or refuses to comply promptly, the County may notify appropriate permit agencies and issue an order stopping all or part of the Work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for excess costs or damages by the Contractor. Any costs incurred by the County as a result of such actions may be deducted from the Contract amount due to the Contractor.

PHYSICAL DATA

Location

The project site is located on the West Coast of Florida. Temperatures below freezing are rare. The wet season in the project area is from May through October. The hurricane season is from June through November.

Water levels in the project area are mainly affected by tidal fluctuations in the Gulf of Mexico. The project area is also subject to storm surges from hurricanes, tropical storms, and extratropical storms.

Local Climatological Data

The following publications, which include information on waves, winds, and tides, are available from the named agencies.

- (a) Gulf of Mexico Hindcast Wave Information, Wave Information Studies of U.S. Coastlines, WIS Report 18, Waterways Experiment Station, C.E.R.C. May 1989. This report presents 20-year wave hindcast summaries at various stations located along the U.S. Gulf of Mexico shoreline. The report includes wave height, period, and direction tables for the 20-year period 1956-1975, summary wave and wind roses, summary tables of mean wave heights by month and year, largest wave heights by month and year, a statistical summary of wave data, and a table of extreme wave events.

SPECIAL PROVISIONS (CONTINUED)

- (b) Hubertz, J.M., 1992: User's Guide to the Wave Information Studies (WIS) Wave Model, Version 2.0. WIS Report 27(AD A254 313), U.S. Army Corps of Engineers Waterways Experiment Station, Vicksburg, MS.
- (c) Tracy, B. A. 2002: Directional characteristics of the 1990-1999 Wave Information Studies Gulf of Mexico Hindcast, Proceedings 7th International Workshop on Wave Hindcasting and Forecasting, October 21-25, Banff, Canada.
- (d) East Coast of North and South America Tide Tables, U.S. Department of Commerce, National Oceanic and Atmospheric Administration, National Ocean Service. This publication provides daily tidal predictions at locations along the Atlantic and gulf coastlines of North and South America, including several locations on Florida's shoreline. It also provides mean and spring tide ranges and mean tide level. Some astronomical data such as time of sunrise, sunset, moonrise, and moonset is also included.

SALVAGED EQUIPMENT AND MATERIALS

Salvaged materials, equipment or supplies are the property of the County, and shall be cleaned and stored as directed by the County. Should the County choose not to accept these materials, they shall be removed from the Work area as soon as practical by the Contractor. The Contractor shall dispose of surplus excavated materials, which are not accepted by the County, in accordance with State and local laws in a legal manner at no additional cost to the County.

HISTORIC AND ARCHEOLOGICAL RESOURCES

If historic or archeological resources are encountered during the construction activities, the Contractor shall notify the County immediately and stop Work until directed to restart. The following requirements apply to all building construction or alteration, or land alteration activities.

If evidence of the existence of historic resources is discovered or observed at development sites or during development activities after final approval, all work shall cease in the area of effect. The Contractor or agent thereof shall notify the County within two working days. Examples of such evidence include whole or fragmentary stone tools, shell tools, aboriginal or historic pottery, historic glass, historic bottles, bone tools, historic building foundations, shell mounds, shell middens, or sand mounds. The County or State Historical Office representative shall assess the significance of the finds within three working days of notification and to mitigate any adverse effects so as to minimize delays to development activities.

If any human skeletal remains or associated burial artifacts are discovered at development sites or during development activity, all work in the area must cease, and the Contractor must immediately notify the nearest law enforcement office and notify the Director of Historical Resources. According to chapter 872, Florida Statutes, it is unlawful to disturb, vandalize, or damage a human burial.

NOTICE TO MARINERS

Should the Contractor, during operations, encounter any objects on the bottom which could be a hazard to navigation, the Contractor shall immediately notify the County as to the location of said object and prepare and submit a Notice to Mariners to U.S. Coast Guard.

SPECIAL PROVISIONS (CONTINUED)

OBSTRUCTION OF WATERWAYS

Marine traffic in the project area consists of commercial, pleasure, and small recreational vessels of all types and sizes, which can be accommodated by existing depths. The County shall not undertake to keep the waterways free from vessels or other obstructions. The Contractor shall be required to conduct the Work in such manner as to maintain navigation in the channels and adjacent waterways. Upon completion of the Work, the Contractor shall promptly remove their plant, including ranges, buoys, piles, and other marks placed by the Contractor under the Contract in navigable waters or on shore.

MARINE VESSELS AND MARINE ACTIVITIES

All marine vessels shall follow the Inland Navigation Rules which are contained in the following Federal Laws or Regulation: International Navigational Rules Act of 1977 (Public Law 95-75, 91 Stat. 308, or 33 U.S.C. 1601-1608), and, the Inland Navigation Rules Act of 1980 (Public Law 96-591, 94 Stat. 3415, 33 U.S.C. 2001-2038). These rules can be found on the Internet at

www.navcen.uscg.gov/mwv/navrules/rotronline.htm. All marine vessels shall display the lights and day shapes required by Part C- Lights and Shapes of the Inland Navigation Rules. The location, type, color, and size of the lights and day shape shall be in accordance with Annex I - Positioning and Technical Details of Lights and Shapes. Any vessel engaged in dredging is considered a "Vessel [Restricted in Her Ability to Maneuver](#)" and shall display all the lights and shapes required in Rule 27: Vessel Not Under Control.

End of Special Provisions Section

GENERAL CONDITIONS

1. Administration

The Consultant is the initial interpreter of the Contract Documents but is not the Judge between the COUNTY and the CONTRACTOR. The COUNTY reserves the right to make final decisions considering the Consultant's recommendations or interpretations of the Contract Documents. The Consultant does not have authority to obligate or commit the COUNTY to fund additional expenditures or approve extensions of time over the approved Contract time or price. However, the CONSULTANT'S interpretation as to the intent of his design shall be final and not subject to interpretation by the COUNTY'S staff.

1.1. Copies of Documents

The COUNTY shall furnish to the CONTRACTOR the number of copies specified in the Supplemental Information of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction which shall be paid by the CONTRACTOR.

1.2. Before Starting Construction

Before undertaking each phase of the Work, the CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. The CONTRACTOR shall promptly report in writing to the OWNER'S REPRESENTATIVE any conflict, error or discrepancy which the CONTRACTOR may discover or other information known to the CONTRACTOR and shall obtain a written interpretation or clarification from the OWNER'S REPRESENTATIVE before proceeding with any Work affected thereby. If the CONTRACTOR performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the OWNER'S REPRESENTATIVE, the CONTRACTOR shall assume responsibility for such performance and shall share in costs associated with correction; however, the CONTRACTOR shall not be liable to the COUNTY for failure to report any conflict, error or discrepancy in the Contract Documents, unless the CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

1.2.1. Within ten calendar days after the Effective Date of the Agreement (unless otherwise specified in the Contract Documents), the CONTRACTOR shall submit to the OWNER'S REPRESENTATIVE for review:

- 1.2.1.1. An estimated progress schedule indicating the starting and completion dates of the various stages of the Work:
- 1.2.1.2. Long lead item(s) shall be identified and scheduled accordingly.
- 1.2.1.3. A preliminary schedule of Shop Drawing submission; and
- 1.2.1.4. A preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction on form No. CMO:013. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by the CONTRACTOR at the time of submission; and specify times for Application for Payment.
- 1.2.1.5. A plan of work for maintenance of traffic, when the Contract Documents require maintenance of traffic.
- 1.2.1.6. For informational purposes, a proposed listing of sub-contractors to be used for the project.

1.2.2. **Pre-Construction Conference**

Within fifteen calendar days after the Effective Date of the Agreement, but before the CONTRACTOR starts the Work at the site, a conference attended by the CONTRACTOR, the OWNER'S REPRESENTATIVE, the COUNTY, and Others as appropriate, will be held to discuss the items, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish an understanding among the parties as to the Work.

1.2.3 **Finalizing Schedules**

At least ten calendar days before submission of the first Application for payment, a conference attended by the CONTRACTOR, the OWNER'S REPRESENTATIVE, the COUNTY, and Others as appropriate, will be held to finalize the schedules submitted. The finalized progress schedule will be acceptable to the OWNER'S REPRESENTATIVE and the COUNTY as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on the OWNER'S REPRESENTATIVE or the COUNTY responsibility for the progress or scheduling of the Work nor relieve the CONTRACTOR from full responsibility therefor. The finalized schedule of Shop Drawing submissions will be acceptable to the OWNER'S REPRESENTATIVE as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to the OWNER'S REPRESENTATIVE and the COUNTY as to form and substance.

Definitions

The following definition of terms associated with this Contract is provided to establish a common understanding between both parties to this Contract as to the intended usage, application and interpretation of such terms pertaining to this Contract.

ADDENDUM means any additional Contract provisions in writing signed and sealed by the CONSULTANT, if applicable, issued by the COUNTY prior to the receipt of Bid which clarify, correct, change or interpret the Bidding Documents or the Contract Documents.

AGREEMENT means the written agreement between the COUNTY and the CONTRACTOR covering the Work to be performed; the Agreement is a part of the Contract Documents.

BIDDER is any individual, firm, partnership, joint venture, or corporation submitting a bid for this project, acting directly or through an authorized representative.

BID is a complete and properly signed proposal to do the Work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Bidding Documents.

BID BOND is a security in the form and amount required by the COUNTY pledging that the BIDDER will enter into a Contract with the COUNTY on the terms stated in his Bid.

BID DOCUMENTS are the Invitation to Bid, the Notice to Bidders, the Invitation to Bid Terms and Conditions, sample forms, the Bid Proposal Form and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

CHANGE ORDERS are written order to the CONTRACTOR signed by the COUNTY, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract price or the Contract Time. The Contract Price and the Contract Time may be changed only by a Change Order.

A Change Order signed by the CONTRACTOR indicates his agreement therewith, including the adjustment in the Contract Price or the Contract Time.

COMPLETION (FINAL) means acceptance of the Project by the COUNTY as evidenced by its signature upon a final payment Certification and approval thereof by the Board of County Commissioners or their designee. The final payment Certification shall be signed only after the COUNTY has assured itself by tests, inspections, or otherwise that all of the provisions of the Contract have been carried out as required.

COMPLETION (SUBSTANTIAL) shall mean an acceptance of the Work by the COUNTY when construction is sufficiently complete in accordance with the Contract Documents so the COUNTY can occupy or utilize the Work or designated portion thereof for the use for which it is intended. A certificate of occupancy or compliance, when applicable, issued by the Building Official is required concurrent with or prior to issuance of the Certificate of Substantial Completion.

CONSTRUCTION is the erection, fabrication, assembly, remodeling, renovation, addition, modification, repair or demolition of any building or structure or any appurtenances connected or attached to such buildings or structures. The term applies but is not limited to the repair, replacement modification or construction of roads, bridges, sidewalks, traffic devices, parking lots, drainage, underground and overhead utilities.

CONSULTANT is the person lawfully licensed to practice Architecture or Engineering and registered in the State of Florida, or an entity lawfully practicing Architecture or Engineering, identified as such in the Construction Contract, and is referred to throughout the Contract Documents as if singular in number and masculine in genre. The term CONSULTANT means the Architect or Engineer or his authorized representative.

CONTRACT DOCUMENTS consist of the Invitation to Bid, Agreement, General and SPECIAL PROVISIONS of the Contract, Specifications, the Plans, Supplemental Information, Addenda issued prior to execution of the Contract, all written modifications issued after execution of the Contract, all provisions required by law to be inserted in this Contract whether actually inserted or not, and a Contract Number issued by the COUNTY.

A *MODIFICATION* is:

- (1) A written Amendment to the Contract.
- (2) A Change Order.
- (3) A written interpretation necessary for the proper execution or progress of the Work issued by the OWNER'S Representative.
- (4) A Field Change Order.
- (5) A Field Directive Change.

CONTRACT PRICE means the total monies payable to the CONTRACTOR under the Contract Documents.

CONTRACT TIME means the number of Calendar days stated in the Agreement for the purpose of establishing Substantial Completion and Final Completion dates.

CONTRACTOR is the person, firm, joint venture, or corporation with whom the COUNTY has contracted and who has the primary responsibility for performance of the work.

COUNTY means the Board of County Commissioners of Lee County, Florida, a political subdivision of the State of Florida, its successors and assigns. Also hereinafter referred to as OWNER.

DAYS - The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically designated. A calendar day constitutes twenty four hours measured from midnight to the next midnight.

DEFECTIVE - An adjective which when modifying the word “Work” refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to the OWNER’S REPRESENTATIVE recommendation of final payment.

EFFECTIVE DATE OF THE AGREEMENT means the date on which the agreement is signed and delivered by the latter of the two parties.

ENGINEER shall mean the Director of the Lee County Department of Transportation or his designated County Project Manager.

FIELD CHANGE ORDER is a written change order requested by the OWNER’S Representative, accepted by the CONTRACTOR, and approved by the PROJECT MANAGER for minor changes in the Work, not involving adjustments in the Contract Sum or an extension of Time, and not inconsistent with the overall intent of the Contract Documents.

FIELD DIRECTIVE CHANGE - A written directive to the CONTRACT, issued on or after the effective date of the Agreement ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as defined elsewhere in these documents. A Field Directive Change may not change the Contract Price or the Contract Time, but is evidence that the parties expect that the change directed or documented by a Field Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or the Contract Time.

FINAL ACCEPTANCE means acceptance of the Work by the COUNTY upon the expiration of the warranty period as stated in the Contract Documents.

MATERIALS - Anything used in the process of, but not limited to, constructing, demolishing, renovating or remodeling of any building, structure, road, bridge, recreational facility, transportation element and utility or any addition thereto utilized for this project.

NOTICE means written notice. Notice shall be served upon the CONTRACTOR either personally or by leaving the said Notice at his residence or with his agency in charge of the Work, or addressed to the CONTRACTOR at the residence or place of business stated in the Bid Proposal and deposited in a postpaid wrapper in any United States Mailbox.

NOTICE TO PROCEED is a written instrument issued by the COUNTY to the CONTRACTOR, authorizing the CONTRACTOR to commence Work on the Project. The NOTICE TO PROCEED shall include the effective date of Commencement.

NOTICE OF AWARD means the written Notice given by the COUNTY to the successful Bidder.

NOTICE OF TERMINATION is a written instrument issued in accordance with the Contract Documents by the COUNTY to the CONTRACTOR or by the CONTRACTOR to the COUNTY notifying the receiving party that the Contract is being terminated. The NOTICE shall clearly identify the effective date the Contract is to be terminated.

OWNER'S REPRESENTATIVE is the CONSULTANT contracted by the COUNTY for Professional Services during the construction phase of this project or a qualified person authorized as his official representative, or in the absence of such a contract, the project Manager will be considered the OWNER'S REPRESENTATIVE for the purpose of this Contract Document. The OWNER'S REPRESENTATIVE is not authorized to issue change orders to the contract sum, contract time or scope of work without express approval of the Board of County Commissioners.

PLANS AND/OR DRAWINGS are a graphic representation of the arrangement of the materials or parts of the construction of the project and are a portion of the Contract Documents.

PROCUREMENT MANAGEMENT shall mean the Director of Lee County's Procurement Management Department or designee.

PROJECT shall mean the entire improvement of which this contract forms a part.

PROJECT MANAGER is an employee of the Department or the COUNTY which requested the Contract and is a designee authorized by or for that Department who is the representative of the Board of County Commissioners in matters concerning the contractor of this project. The project manager will act as the OWNER'S REPRESENTATIVE in the absence of a contract with a CONSULTANT. The PROJECT MANAGER is not authorized to issue changes to the Contract Sum, Contract Time, or Scope of Work without express approval by the Department Director, County Manager, or Board of County Commissioners.

The PROJECT MANAGER, within the authority conferred by the Board of County Commissioners, acting as the COUNTY'S designated representative shall initiate written Change Orders, and notification to the CONTRACTOR of any and all changes approved by the COUNTY in the CONTRACTOR'S (1) compensation (2) time and/or schedule of service delivery; (3) any Amendment (s) or other change(s) relative to the WORK and ADDITIONAL SERVICES pursuant to this Contract, or AMENDMENTS, or CHANGE ORDERS pertaining thereto. Following COUNTY approval, the Project Manager shall coordinate assurance of any such documents. The PROJECT MANAGER or his designee shall be responsible for acting on the COUNTY'S behalf to administer, coordinate, interpret and otherwise manage the contractual provisions and requirements set forth in this Contract, or any AMENDMENT(S), or CHANGE ORDER(S) issued there under.

SPECIFICATIONS are written documents organized into divisions, sections, and articles which provide detailed instructions to the CONTRACTOR pertaining, but not limited to, materials, style, workmanship, fabrication, dimensions, colors, warranties, finishes, quality, manufacturer, grade and operational data of all components to be provided by the CONTRACTOR and incorporated into the Project.

SUB-CONTRACTOR is a person, firm, partnership, corporation, or entity who has a direct contract with the CONTRACTOR to perform any of the Work at the site. The term Sub-contractor does not include

those whose sole purpose is that of a supplier of materials. A supplier of materials shall be classified as a Sub-contractor if it enters into any agreement, whether written or verbal, for the installation of said materials. The term Sub-contractor means a Sub-contractor or its authorized representative.

SUPPLIER - A manufacturer, fabricator, distributor, materialmen or vendor.

SURETY is the surety company or individual that is bound by Contract bond with and for the CONTRACTOR who is primarily liable, and is responsible for CONTRACTOR'S acceptable performance of the Project and payment of all debts pertaining to the Contract Documents in accordance with Section 255.05, Florida Statutes.

UNDERGROUND FACILITIES - All pipeline, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

WORK is the construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

2. Starting the Work

Written Notice to Proceed is contingent upon and will be done subsequent to the CONTRACTOR fully satisfying the COUNTY'S stated insurance and Bond submittal requirements. Until the CONTRACTOR receives the COUNTY'S written Notice to Proceed, the CONTRACTOR is advised that the COUNTY will not be liable for any expenses which the CONTRACTOR may incur relative to this Contract before the written Notice to Proceed is issued.

- 2.1. The Contract time shall commence to run from the date specified in the "Notice to Proceed".
- 2.2. The CONTRACTOR is required, before commencing the Work, to deliver to the COUNTY the Public Payment and Performance Bond issued by a surety insurer authorized to do business in the State of Florida as Surety. The Bond must state the name and principal business address of both the principal and the Surety and must contain a description of the project sufficient to identify it and post in conspicuous place at the project site.
- 2.3. The COUNTY will forward to the CONTRACTOR a Notice of Commencement along with a copy of the recorded Public Payment and Performance Bond with instructions to post in a conspicuous spot on the project site.

3. Interpretation Intent, Amending and Reuse of Contract Documents

It is the intent of the Specifications and Plans to describe a complete Project to be constructed in accordance with the Contract Documents.

- 3.1 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If the CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall immediately call it to the attention of the OWNER'S REPRESENTATIVE in writing before proceeding with the Work affected thereby.
- 3.2 Any Work that may be reasonably inferred from the specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for.

3.3 Work, materials or equipment described in words which have a well-known technical or trade meaning, shall be deemed to refer to such recognized standards.

3.4 In resolving conflicts, errors, and discrepancies, the order of precedence of the Contract Document is as follows:

- (1) Change Order
- (2) Agreement
- (3) Addenda
- (4) SPECIAL PROVISIONS
- (5) General Conditions
- (6) Specifications
- (7) Supplemental Information
- (8) Drawings
- (9) Figure Dimensions
- (10) Scale Dimensions (Large Scale Drawings supersede Small Scale Drawings)
- (11) Terms and Conditions

3.5 Amending and Supplementing Contract Documents

The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

3.5.1 A formal Written Amendment,

3.5.2 A Change Order.

3.5.3 A Field Directive Change.

The Contract Price and the Contract Time may only be changed by a Change Order or Written Amendment.

3.6 In addition, the requirements of the Contract Documents may be supplemented and minor variations and deviations of the Work may be authorized, in one or more of the following ways:

3.6.1 A Field Change Order,

3.6.2 The OWNER'S REPRESENTATIVE approval of a Shop Drawing or sample, or

3.6.3 The OWNER'S REPRESENTATIVE written interpretation or clarification.

3.7 Reuse of Documents

Neither the CONTRACTOR nor any SUB-CONTRACTOR or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with the COUNTY shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of the CONSULTANT; and they shall not reuse any of them on extensions of the Project or any other project without written consent of the COUNTY or their CONSULTANT and the specific written verification or adaptation by the CONSULTANT.

4 Availability of Lands

The COUNTY will furnish, as indicated in the Contract Documents and not later than the date when needed by the CONTRACTOR, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for the use of the CONTRACTOR. Easements for

permanent structures or permanent changes in existing facilities will be obtained by the COUNTY unless otherwise specified in the Contract Documents. If the CONTRACTOR believes that any delay in the COUNTY'S furnishing these lands or easements entitles him to an extension of the Contract Time, he may make a claim therefore. The CONTRACTOR will provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment unless designated otherwise. The OWNER'S REPRESENTATIVE will, upon request, furnish to the CONTRACTOR copies of all available boundary and topographic surveys as required and sub-surface tests. The CONTRACTOR shall be responsible for staging and storing equipment or materials. All parcels utilized for staging shall be secured. All parcels utilized for staging will be kept in a neat and orderly fashion and then restored to the landowner's satisfaction upon terminating the use of the staging area or improved as noted in the plans. The CONTRACTOR shall maintain on the job site written proof of authorization for the use of any private land. The COUNTY does not condone trespass on private property and will hold the CONTRACTOR liable for any such trespass. Right-of-way maps, if available, of the lands upon which the improvements will be made shall be provided upon request from the OWNER'S REPRESENTATIVE. The CONTRACTOR may use these lands for work associated with this contract only. The CONTRACTOR shall verify the availability of these lands with the Lee County D.O.T. project manager prior to the issuance of the notice to proceed.

4.1 Physical Conditions

Explorations and Reports: Reference is made to the Supplemental Information for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by the CONSULTANT and/or the COUNTY in preparation of the Contract Documents. These reports are not part of the contract Documents. The CONTRACTOR may rely upon the accuracy of the technical data contained in such reports but not upon the non-technical data, interpretations or opinions contained therein for the completeness or accuracy thereof for the CONTRACTOR'S purposes of preparing or submitting a bid. Except as indicated in the immediately preceding sentence, the CONTRACTOR shall have full responsibility with respect to subsurface conditions at the site. The technical data which will be made available only at the CONTRACTOR'S request may not be sufficient for construction purposes. Additional investigations may be necessary for the purposes of carrying out the construction project.

4.2 Existing Structures: Reference is made to the Supplemental Information for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the site that have been utilized by the CONSULTANT and/or the COUNTY in preparation of the Contract Documents. The CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings but not for the completeness thereof for the purposes of preparing or submitting a bid. Except as indicated in the immediately preceding sentence, the CONTRACTOR shall have full responsibility with respect to physical conditions in or relating to such structures.

4.3 Unless otherwise stated, the CONTRACTOR shall be fully responsible for the removal of any materials, debris, garbage, vehicles or other such items which would interfere with the undertaking and completion of the project. By submission of a bid, the CONTRACTOR assumes full responsibility for the expenses associated with such removal. There shall not be an increase in time or price associated with such removal.

4.4 Report of Differing Conditions: If the CONTRACTOR believes that:

4.4.1.1 Any technical data on which the CONTRACTOR is entitled to is inaccurate, or

4.4.1.2 Any physical condition uncovered or revealed at the site differs materially from that indicated, reflected or referred to in the Contract Documents.

4.4.1.3 The CONTRACTOR shall, promptly after becoming aware thereof and before performing

any Work in connection therewith (except in an emergency as permitted) notify the OWNER'S REPRESENTATIVE in writing about the inaccuracy or difference.

- 4.5 OWNER'S REPRESENTATIVE Review: The OWNER'S REPRESENTATIVE will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise the COUNTY in writing (with a copy to the CONTRACTOR) of the OWNER'S REPRESENTATIVE'S findings and conclusions.
- 4.6 Possible Document Change: If the OWNER'S REPRESENTATIVE and the COUNTY conclude that there is a material error in the Contract Documents and a change in the Contract Documents is required, a Field Directive Change, a Field Change or a Change Order will be issued as to reflect and document the consequences of the inaccuracy or difference.
- 4.7 Possible Price and Time Adjustments: In each case of a material error in the Contract Documents, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extent that they are attributable to any such inaccuracy or difference.
- 4.8 Physical Conditions - Underground Facilities
 Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to the COUNTY or the CONSULTANT by the owners of such Underground facilities or by others. Unless it is otherwise expressly provided in the Supplemental Information:
 - 4.8.1 The CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof and for repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price. The CONSULTANT and COUNTY shall not be responsible for the accuracy or completeness of any such information or data.
- 4.9 Not Shown or Indicated: If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which the CONTRACTOR could not reasonably have been expected to be aware of, the CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency as permitted) identify the owner of such Underground Facility and give written notice thereof to that owner and to the OWNER'S REPRESENTATIVE. The OWNER'S REPRESENTATIVE will promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and with the COUNTY'S approval, the Contract Documents will be amended or supplemented to the extent necessary. During such time, the CONTRACTOR shall be responsible for the safety and protection of such Underground Facility. The CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and which the CONTRACTOR could not reasonably have been expected to be aware of. Locations of existing underground utilities are not field confirmed. In the case of a conflict between this or any other utility and proposed improvements, it shall be the CONTRACTOR'S duty to coordinate with all utility company relocation activities whether shown or not shown in the plans. Coordination is to include efforts by the CONTRACTOR to minimize time lost due to unexpected utility relocation or modifications.

4.10 Reference Points

The COUNTY shall provide engineering surveys to establish reference points, as specified in the Supplemental Information, for construction which in the judgment of the COUNTY and the CONSULTANT are necessary to enable CONTRACTOR to proceed with the Work. The CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified in the Technical Specifications), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of the COUNTY. The CONTRACTOR shall report to the OWNER'S REPRESENTATIVE whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

5 Bonds and Insurance

5.1 Public Payment and Performance Bond

The CONTRACTOR will execute the Public Payment and Performance Bonds included herein as security for the faithful performance and payment of all his obligations under the Contract Documents.

5.2 This Bond shall be in amounts at least equal to the Contract Price and in such form and with such securities as are acceptable to the COUNTY. Prior to execution of the Contract Documents, the COUNTY may require the CONTRACTOR to furnish such other bonds, in such form and with such sureties as it may require. If such bonds are required by written instructions given prior to opening of Bids, the Premiums shall be paid by the CONTRACTOR. If the Contract is increased by a Change Order, it shall be the CONTRACTOR'S responsibility to insure that the Public Payment and Performance Bond be amended accordingly and a copy of the amendment forwarded to PROCUREMENT MANAGEMENT.

5.3 If the surety on any bond furnished by the CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements imposed by the Contract Documents, the CONTRACTOR shall within five calendar days thereafter substitute another Bond and Surety, both of which shall be acceptable to the COUNTY.

5.4 If the CONTRACTOR cannot obtain another bond and surety within five calendar days the COUNTY will accept and the CONTRACTOR shall submit an irrevocable letter of credit drawn on a Lee County, Florida bank until the bond and surety can be obtained.

6 Qualifications of Surety Companies

In order to be acceptable to the COUNTY, a surety company issuing Bid Guaranty Bonds or 100% Public Payment and Performance Bonds, called for in these specifications, shall meet and comply with the following minimum standards:

6.1 General

All Sureties for Lee County projects must be authorized to do business in the State of Florida and shall comply with the provisions of Florida Statute 255.05.

6.2 Attorneys-in-Fact who sign bid bonds or Public Payment and Performance Bonds for Lee County projects must file with such bond a certified copy of their Power of Attorney to sign such bond.

6.3 Agents of surety companies must list their name, address, and telephone number on all bonds.

6.4 The life of all bonds provided to Lee County shall extend twelve months beyond the date of final payment and shall contain a waiver of alteration to the terms of the Contract, extensions of time and/or forbearance on the part of the COUNTY.

6.5 To be acceptable to the OWNER on projects not in excess of \$500,000.00, Surety shall comply

with these minimum provisions of State Statute 287.0935 as follows:

- 6.5.1 Surety must have twice the minimum surplus and capital required by Florida Insurance Code at the time of bid solicitation.
- 6.5.2 Surety must be in compliance with all provisions of the Florida Insurance Code and hold a currently valid certificate of authority issued by the United States Department of the Treasury under SS.31 U.S.C. 9404-9308.
- 6.5.3 Sureties on projects in excess of \$500,000.00 shall comply with the above minimum provisions as well as being rated thru A.M. Best Company and shall comply with the following provisions:
- 6.5.4 The Surety shall be rated as “A-“ or better as to General Policyholders Rating and Class VII or better as to financial category by the most current Best’s Key Rating Guide, published by A.M. Best Company.
- 6.5.5 Surety must have fulfilled all of its obligations on all other bonds previously given to the COUNTY.
- 6.5.6 Surety must have a minimum underwriting limitation of \$5,000,000 published in the latest edition of the Federal Register for Federal Bonds (U.S. Dept. of Treasury).
- 6.6 Letter of Credit

At any time during the life of the letter of credit, should the rating of financial institution fall below both of the minimum ratings as indicated in the Contract Documents, or should the financial institution become insolvent, the CONTRACTOR must, within five calendar days after notification by the COUNTY:

 - 6.6.1 Replace the existing letter of credit with a replacement letter of credit from a financial institution with either of the minimum ratings as specified in the Contract Documents, or
 - 6.6.2 Have the existing letter of credit confirmed by a financial institution with either of the minimum ratings as specified in the Contract Documents.
 - 6.6.3 At the COUNTY’S option, the letter of credit may be replaced by a Public Payment and Performance Bond in accordance with the COUNTY’S existing bond policies.
- 6.7 Failure to comply with this provision may result in any or all of the following actions by the COUNTY:
 - 6.7.1 Suspension of the CONTRACTOR’S right to pull building permits and schedule inspections;
 - 6.7.2 A stop work order; and/or Revocation of the Land Development Permit.
- 6.8 Financial Institutions/Letters of Credit

In order to be acceptable to the COUNTY, a financial institution issuing 100% Letters of Credit, called for in these specifications, shall meet and comply with the following minimum standards:

 - 6.8.1 General

The face of the letter of credit must be in a format utilizing Lee County Standard Form and indicate the following:

 - 6.8.1.1 The letter of credit is “clean” and “irrevocable”;
 - 6.8.1.2 An exact expiration date. The life of all letters of credit provided to Lee County shall extend twelve months beyond the date of final payment;
 - 6.8.1.3 Statement of the purpose or project for which the letter of credit is issued;
 - 6.8.1.4 A specific amount of the letter of credit, in U.S. dollars;
 - 6.8.1.5 The method of disbursement of draws against the letter of credit;
 - 6.8.1.6 The street address where draws against the letter of credit may be made; and
 - 6.8.1.7 Venue in Lee County.

- 6.8.1.8 Verification of the status or certification of any financial institution may be made with:
 Department of Insurance and Treasurer
 Bureau of Collateral Securities
 200 East Gaines Street
 Tallahassee, FL 32377-0345
 Phone (850) 922-3167
- Or
- Lee County Procurement Management
 1500 Monroe Street, 4th Floor
 Fort Myers, FL 33901
 Phone (239) 533-8881
- Or
- Lee County Risk Management
 2115 Second Street
 Fort Myers, FL 33901
 Phone (239) 533-2221
- 6.8.1.9 At the time of issuance of the letter of credit, the financial institution must have a minimum “peer group” rating of 50 in the latest Sheshunoff Quarterly Listing or a minimum rating of 125 in the latest IDC Bank Financial Quarterly Listing.
- 6.8.1.10 Letters of Credit from financial institutions which do not meet either of the minimum ratings indicated above must be confirmed by a financial institution with either of the minimum ratings indicated above.
- 6.8.1.11 All financial institutions which issue or confirm any Letter of Credit must be authorized by the Secretary of State to do business in the State of Florida, shall show proof of same upon request by COUNTY staff, and agree to venue in Lee County.
- 6.8.1.12 In addition to the institutions meeting the aforementioned requirements, the Federal Home Loan Bank of Atlanta is authorized to issue and confirm letters of credit which are in accordance with the provisions above and all subsequent sub-paragraphs.
- 6.8.1.13 These actions shall be in effect until a satisfactory replacement bond or letter of credit is accepted by the COUNTY. The CONTRACTOR agreement shall so provide for replacement or confirmation in accordance with this policy.

7 Contractor’s Liability Insurance

- 7.1 The CONTRACTOR will purchase and maintain such insurance as will protect him from claims under Worker’s Compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of his employees including claims insured by usual personal injury, sickness and disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property including loss of use

resulting there from any or all of which may arise out of or result from the CONTRACTOR'S operations under the Contract Documents, whether such operations be by himself or any Sub-contractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall be written for no less than the limits of liability specified in the Contract Documents or required by law, whichever is greater, and shall include contractual liability insurance. As a prerequisite to the COUNTY signing the Contract, the CONTRACTOR will file with the COUNTY certificates of such insurance, acceptable to the COUNTY; these certificates shall contain a provision for cancellation.

7.2 Insurance Requirements

- 7.2.1 Before final execution of the Agreement and until acceptance of the Work by the COUNTY, the CONTRACTOR shall procure and maintain insurance of the types and the limits specified by the Insurance Guide included in the Solicitation.
- 7.2.2 All CONTRACTOR'S Certificates of Insurance must be approved by the Lee County Risk Manager (or designee) before the final execution of the agreement by the COUNTY.
- 7.2.3 An Insurance Certificate shall be required from the successful BIDDER. Such form must be properly executed and submitted by an authorized representative of the insurance company and successful BIDDER within seven calendar days after notification by Lee County of the Board of County Commissioners' approval to award the contract. Such certificate of insurance state that the coverage is primary, and shall be in the types and amounts stated in the Contract Documents. Certificate should include producers' phone number and reference the name of the project.

8 Contractor's Responsibilities

8.2 Supervision and Superintendence

- 8.1.1 The CONTRACTOR will supervise and direct the Work efficiently. He will be solely responsible for the means, methods, techniques, sequences, safety, and procedure of construction, unless otherwise specified. The CONTRACTOR will be responsible to see that the finished Work complies with the Contract Documents.
- 8.1.2 The CONTRACTOR will keep on the site at all times when work is being performed, a competent, resident superintendent who shall not be replaced without prior written notice to the OWNER'S REPRESENTATIVE. The superintendent will be the CONTRACTOR'S representative at the site and shall have authority to act on behalf of the CONTRACTOR. All communications given to the superintendent shall be binding as if given to the CONTRACTOR.

9 Labor Material and Equipment

- 9.1 The CONTRACTOR will provide competent, suitable, qualified personnel to lay out the Work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site.
- 9.2 The CONTRACTOR will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, heat, light, telephone, water and sanitary facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work unless otherwise specified. All materials and equipment such as concrete pipe, inlets, manhole covers, etc., furnished by the CONTRACTOR shall be made by the same manufacturer, e.g., all pipe by one company, all inlets by one company, etc.
- 9.3 All materials and equipment will be new except as otherwise provided in the Contract Documents. If required by the OWNER'S REPRESENTATIVE, the CONTRACTOR will furnish satisfactory

evidence as to the kind and quality of materials and equipment furnished.

- 9.4 All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricator or processors except as otherwise provided in the Contract Documents.
- 9.5 In instances where the act is applicable due to the nature of the bid matter with which this bid package is concerned, all material, equipment, etc., as proposed and offered by CONTRACTOR must meet and conform to all O.S.H.A. requirements; the CONTRACTOR'S signature upon the bid proposal form being by this reference considered a certification of such fact.

10 Adjusting the Progress Schedule

- 10.1 The CONTRACTOR shall submit to the OWNER'S REPRESENTATIVE for acceptance of adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the Contract Documents applicable thereto. The COUNTY reserves the right to reject the progress schedule from the CONTRACTOR which in its judgment does not appear to devote sufficient resources of manpower to enable the timely completion of the project. If the COUNTY requests the progress schedule to be adjusted, the CONTRACTOR shall do so and perform the work according to the adjusted schedule at no additional cost to the COUNTY.

11 Substitute Materials or Equipment

- 11.1 If it is indicated in the specifications that the CONTRACTOR may furnish or use a substitute that is equal to any material or equipment specified, and if the CONTRACTOR wishes to furnish or use a proposed substitute, he will, within thirty calendar days after the award of the Contract, make written application to the OWNER'S REPRESENTATIVE for approval of such a substitute, certifying in writing that the proposed substitute will perform adequately the duties imposed by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified. No substitute shall be ordered or installed without the written approval of the COUNTY who shall be the judge of quality. Whether or not the COUNTY accepts a proposed substitute, the CONTRACTOR shall reimburse the COUNTY for any charges or cost for evaluating any proposed substitute.

12 Concerning Sub-contractors

- 12.1 The CONTRACTOR will be fully responsible for all acts and omissions of his SUB-CONTRACTORS and of persons directly or indirectly employed by them and of persons for whose acts they may be liable to the same extent that they are employed by him. Nothing in the Contract Documents shall create any contractual relationship between any SUB-CONTRACTOR and the COUNTY. The COUNTY may, upon request, furnish to any SUB-CONTRACTOR, to the extent practicable, evidence of amounts paid to the CONTRACTOR on account of specific Work done.
- 12.2 The divisions and sections of the specifications and the identifications of any Drawings shall not control the CONTRACTOR in dividing the Work among SUB-CONTRACTORS or delineating the Work to be performed by any specific trade.
- 12.3 The CONTRACTOR agrees to bind specifically every SUB-CONTRACTOR to the applicable terms and conditions of these Contract Documents for the benefit of the COUNTY.
- 12.4 All Work performed for the CONTRACTOR by a SUB-CONTRACTOR shall be pursuant to an appropriate agreement between the CONTRACTOR and the SUB-CONTRACTOR which shall

contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or perils covered by insurance, except such rights as they may have to the proceeds of such insurance held by the COUNTY as trustee.

13 Patent Fees and Royalties

- 13.1 The costs involved in fees, royalties, or claims for any patented invention, article, process or method that may be used upon, or in a manner connected with the work under this contract, shall be paid by the CONTRACTOR. The CONTRACTOR and his sureties, together with his officers, agents, and employees, shall protect and hold the COUNTY harmless against any and all demands made for such fees or claims brought or made by holder of any invention or patent. Before final payment is made on the account of this Contract, the CONTRACTOR shall, if requested by the COUNTY, furnish acceptable proof of a proper release from all such fees or claims.
- 13.2 Should the CONTRACTOR, his agent, employee, or any of them be enjoined from furnishing or using any invention, article, material or plans supplied or required to be supplied or used under this contract, the CONTRACTOR shall promptly pay such royalties and secure the requisite licenses; or, subject to acceptance by the COUNTY, substitute other articles, materials or appliances in lieu thereof which are of equal efficiency, quality, finish, suitability and market value to those planned or required under the contract. Descriptive information of these substitutions shall be submitted to the OWNER'S REPRESENTATIVE for determination of general conformance to the design concept and the construction contract. Should the COUNTY elect to use the substitution, the CONTRACTOR agrees to pay such royalties and secure such valid licenses as may be requisite for the COUNTY, his officers, agents, and employees, or any of them, to use such invention, article, material, or appliance without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof.

14 Permits

- 14.1 Unless otherwise specified herein, the CONTRACTOR will secure and pay for all permits, impact fees, and licenses and will pay all governmental charges and inspections' fees necessary for the prosecution of the Work which are applicable at the time of his bid. The CONTRACTOR will also pay all public utility charges and connection fees except as provided for in the Contract Documents. Permits and licenses of regulatory agencies which are necessary to be maintained after completion of the guarantee period shall be secured and paid for by the COUNTY.
- 14.2 Pursuant to the requirements of F.S. 218.80, the following County permits and fees are required to be obtained and paid for by the CONTRACTOR.

The State of Florida Department of Environmental Protection (DEP) Permit which includes the federal authorization of the U.S. Army Corps of Engineers for the Work to be performed is included in the Contract Documents. The Contractor is responsible for securing any other permits necessary, Federal, State and/or County. The County may require a Right-of-way permit and may require other permits (i.e., building permit, temporary fill permit).

By execution of the AGREEMENT, the Contractor acknowledges receipt of permits and accepts full responsibility for compliance with these permits and all stipulations attached, for all Work covered by this document.

- 14.2 This is a disclosure of permits and fees, required by Lee County, for this project and does not relieve the contractor of its responsibility to obtain and pay for permits required by other governmental entities as specified elsewhere in this document.
- 14.3 The CONTRACTOR will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or

Drawings are at a variance therewith, he will give the OWNER'S REPRESENTATIVE prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations and without such notice to the OWNER'S REPRESENTATIVE, he will bear all cost arising therefrom; however, it shall not be his primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

15 Licenses

- 15.1 The CONTRACTOR must be properly licensed, within the jurisdiction where the project is to be constructed, to perform the work specified in the Scope of Work at the time of bid submittal.

16 Use of Premises

- 16.1 The CONTRACTOR will confine his equipment, the storage of materials and equipment, and the operations of his workmen to the areas permitted by law, ordinances, permits or the requirements of the Contract Documents and shall not unreasonably encumber the premises with materials or equipment.

17 Record Drawings

- 17.1 The CONTRACTOR will keep one record copy of all Specifications, Drawings, Addenda, Modifications and Shop Drawings at the site in good order, and annotated to show all changes made during the construction process or addition and exact location of underground or otherwise concealed components such as, but not limited to, plumbing, air conditioning, electric, culverts, drainage structures, water main, force mains, service lines, wiring, traffic loops, pond or ditch bottoms and banks, signal poles, signs, and conduit which were not installed exactly as shown on the contract drawings. These shall be available to the OWNER'S REPRESENTATIVE and shall be verified by the OWNER'S REPRESENTATIVE at 30%, 60%, and 100% completion of the Project. The CONTRACTOR shall submit to the OWNER'S REPRESENTATIVE one complete set of all recorded changes made during Construction entitled "As-Built", and dated. Submittals shall be made in accordance with the above and shall be submitted at the time of substantial completion.
- 17.2 The sum of \$5,000.00 shall be withheld from the final payment until written acceptance or all of the Record Drawings by the OWNER'S REPRESENTATIVE has occurred.
- 17.3 Certified "as-built" information, which the CONTRACTOR must show on marked-up copies of the design drawings, prints, and other materials as specified above shall include both authorized and unauthorized changes to horizontal pavement dimensions, finish pavement grades, finish dimensions, elevations and alignment of the items noted in Article 17.1, and any modifications to material types from that specified in the bid plans and specifications. As a prerequisite to any payments, the CONTRACTOR shall make available to the Engineer all "as-built" information pertinent to the design drawings each month prior to his submission of a monthly application for payment. The CONTRACTOR shall also obtain "as-built" cross-sections of the roadway, ditches, channels, and other drainage ways as shown in the Contract Documents at intervals not to exceed 100 ft. The CONTRACTOR shall set benchmarks on or within 100 ft. of each control structure constructed as part of this project. A complete description including elevation and location of each control structure benchmark shall be provided to the Engineer as part of the "as-built" information. The elevation shall be clearly and permanently indicated on each benchmark.
- 17.4 "As-built" dimensions and elevations shall be obtained by a Professional Land Surveyor registered in the State of Florida pursuant to Chapter 472, Florida Statutes. The "as-built" drawings shall be signed and sealed by the CONTRACTOR'S Professional Land Surveyor in accordance with Section 472.025, Florida Statutes.
- 17.5 All pertinent surveyors' field survey notes containing the "as-built" data shall be sealed and

- submitted to the Engineer for review and acceptance prior to authorization of the final payment.
- 17.6 "As-built" data shall be secured and the accuracy of measurements shall be 0.01 ft.
 - 17.7 All sub-surface improvements considered part of the Work as shown in the Contract Documents shall be "as-built" by the CONTRACTOR prior to backfilling.
 - 17.8 A final bench level circuit shall be secured indicating accuracy of vertical closure and a copy of these field notes shall be submitted to the Engineer before final acceptance of the project.
 - 17.9 The CONTRACTOR shall annotate and show all "as-built" information on 11" x 17" prints of the bid plans during the course of the construction process. Upon completion of all contract work, but prior to authorization of the final payment by the Engineer, the CONTRACTOR shall deliver one (1) set of such annotated, in neat draftsman-like manner, "as-built" 11" x 17" prints to the Engineer for approval. Upon approval of such "as-built" plans, the CONTRACTOR shall forthwith provide two (2) sets of these drawings containing all "as-built" information, a CD of the "as-built" electronic files in AutoCAD or MicroStation format and data which have been sealed by a Professional Land Surveyor by the CONTRACTOR at the CONTRACTOR'S cost and forthwith become the property of the COUNTY.
 - 17.10 The cost of preparing, maintaining, and providing "as-built" plans and documents as specified in this Article must be included in the Lump Sum payment for mobilization for each part of the Bid Schedule providing for Mobilization.
 - 17.11 Shop drawing submittals processed by the Engineer shall not be construed as Change Orders; the purpose of a shop drawing is to demonstrate to the Engineer that the CONTRACTOR understands the design concept, and that his understanding is demonstrated by indicating the equipment and material to be furnished and installed. Corrections or changes indicated by the Engineer in the shop drawings do not constitute authorization to perform extra work.
 - 17.12 The review of shop drawings and schedules shall be considered general and shall not be construed as permitting any departures from the contract requirements. The design drawings and contract specifications shall take precedence over the shop drawings in the event of deviations, discrepancy, or conflict.

18 Safety and Protection

- 18.1 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury or loss to:
 - 18.1.1 All employees on the Project and other persons who may be affected thereby;
 - 18.1.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and
 - 18.1.3 Other property at the site or adjacent thereto including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
 - 18.1.4 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection and, in addition, he will comply with all applicable recommendations of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc.; "Roadway and Traffic Design Standards" latest edition published by the Florida Department of Transportation, specifically Index 600-650; and Occupational Safety and Health Administration published by the United States Department of Labor. He will notify owners of adjacent utilities when prosecution of the Work may affect them. All damage, injury or loss to any property caused directly or indirectly, in whole or in part by the

CONTRACTOR, any SUB-CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable will be remedied by the CONTRACTOR; except any damage or loss attributable to the fault of the Drawings or the Specifications or to the acts or omissions of the COUNTY, and not attributable, directly or indirectly, in whole or in part, to the fault of negligence of the CONTRACTOR.

- 18.1.5 The CONTRACTOR will designate a member of his organization whose responsibility will be to plan for the prevention of accidents at the site. This person shall be the CONTRACTOR'S Superintendent unless otherwise designated in writing by the CONTRACTOR to the OWNER'S REPRESENTATIVE.

19 Emergencies

- 19.1 In emergencies affecting the safety of persons, the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the COUNTY, is obligated to act at his discretion to prevent threatened damage, injury or loss. He will give the OWNER'S REPRESENTATIVE prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby. If the COUNTY and the OWNER'S REPRESENTATIVE determine that a change to the Contract Documents is required because of the action taken in response to an emergency, a Field Directive Change or Change Order shall thereupon be issued covering the changes and deviations involved.

20 Shop Drawings and Samples

- 20.1 After checking and verifying all field measurements, the CONTRACTOR will submit to the OWNER'S REPRESENTATIVE for approval, in accordance with the acceptable schedule of Shop Drawing submission, five copies (or at the option of the OWNER'S REPRESENTATIVE, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the CONTRACTOR and identified as the OWNER'S REPRESENTATIVE may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the OWNER'S REPRESENTATIVE to review the information as required.
- 20.2 The CONTRACTOR will also submit to the OWNER'S REPRESENTATIVE for approval with such promptness as to cause no delay in the Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent numbers and the use for which intended.
- 20.3 At the time of each submission, the CONTRACTOR will in writing call the OWNER'S REPRESENTATIVE'S attention to any deviations that the Shop Drawing or sample may have from the requirements of the Contract Documents and, in addition, shall cause a specific notation to be made on each shop drawing submitted for review and approval of each such variation.
- 20.4 The OWNER'S REPRESENTATIVE will review and approve with reasonable promptness Shop Drawings and Samples, but its review and approval shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The approval of a separate item as such will not indicate approval of the assembly in which the item functions. The CONTRACTOR will make any corrections required by the OWNER'S REPRESENTATIVE and will return the required number of corrected copies of Shop Drawings and re-submit new samples until approved. All cost incurred by the COUNTY for the review of a shop drawing in excess of two reviews shall be the CONTRACTORS responsibility. The CONTRACTOR'S stamp of approval on any Shop Drawing or sample shall constitute a representation to the OWNER'S REPRESENTATIVE that the CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers and similar data or he assumes full responsibility for doing so, and that he has reviewed

or coordinated each Shop Drawing or sample with the requirements of the Work and the Contract Document.

20.5 No work requiring a Shop Drawing or sample submissions shall be commenced until the submission has been approved by the OWNER'S REPRESENTATIVE. Any related Work performed prior to review and approval by the COUNTY of the pertinent submission will be the sole expense and responsibility of the CONTRACTOR. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the OWNER'S REPRESENTATIVE.

20.6 The OWNER'S REPRESENTATIVE approval of Shop Drawings or samples shall not relieve the CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents, unless the CONTRACTOR has in writing called the OWNER'S REPRESENTATIVE attention to such deviation at the time of submission and the COUNTY and the OWNER'S REPRESENTATIVE have given written approval to the specific deviation; nor shall any approval by the OWNER'S REPRESENTATIVE relieve the CONTRACTOR from responsibility for errors or omissions in the Shop Drawings.

20.6.1 The CONTRACTOR shall, upon completion of the work, furnish to the Engineer two (2) complete sets of prints, neatly bound together, and in good condition, of all the CONTRACTOR'S, Subcontractors' and manufacturers' drawings as finally checked and reviewed by the Engineer with all modifications accepted by the Engineer subsequent thereto, showing the work as actually completed. Such "as-built" information for bridges, culverts, and similar structures shall also be provided by the CONTRACTOR.

21 Indemnification

21.1 The CONTRACTOR shall indemnify, save harmless and defend the COUNTY and all of its officers, agents, consultants and employees from and against all losses, claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recoverable against it or them by reason of any act or omission of the CONTRACTOR, his agent, consultants, employees, sub-contractors etc., in the execution of the work or in consequence of any negligence or carelessness in guarding the same and agrees to assume any related cost.

21.2 The CONTRACTOR shall assume all risk and bear any loss or injury to property or persons occasioned by neglect or accident during the progress of work until the same shall have been completed and accepted. The CONTRACTOR agrees to repair, restore or rebuild any damages he causes to any property of the COUNTY. He shall also assume all blame or loss by reason of neglect or violation of any state or federal law or municipal rule, regulation or order. The CONTRACTOR shall give to the proper authorities all required notices relating to the work, obtain all official permits and licenses and pay all proper fees. He shall repair any damage that may have occurred to any adjoining building, structure, utility or private property in the course of this work.

22 Cleaning Up

22.1 The CONTRACTOR will keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work; at the completion of the Work he will remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and will leave the site clean and ready for occupancy by the COUNTY. The CONTRACTOR will restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

22.2 If the CONTRACTOR fails to clean up as provided in the Contract Documents, the COUNTY may do so and the cost thereof shall be deducted from the final retainage due the CONTRACTOR.

23 Continuing the Work

- 23.1 The CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes and disagreements with the COUNTY. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted (The COUNTY May Stop Work) or as the CONTRACTOR and the COUNTY may otherwise agree in writing.

24 Anti-Discrimination

- 24.1 The CONTRACTOR for itself, its successors in interest, and assignees, as part of the consideration thereof covenant and agree that:
- 24.2 In the furnishing of services to the COUNTY hereunder, no person on the grounds of race, religion, color, age, sex, national origin, handicap or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- 24.3 The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, handicap or marital status. The CONTRACTOR will make affirmative efforts to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, handicap or marital status. Such action shall include, but not be limited to, acts of employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeships.
- 24.4 CONTRACTOR agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this anti-discrimination clause.
- 24.5 CONTRACTOR will provide all information and reports required by relevant regulations and/or applicable directives. In addition, the CONTRACTOR shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the COUNTY to be pertinent to ascertain compliance. The CONTRACTOR shall maintain and make available relevant data showing the extent to which members of minority groups are beneficiaries under these contracts.
- 24.6 Where any information required of the CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to the COUNTY its efforts made toward obtaining said information. The CONTRACTOR shall remain obligated under this paragraph until the expiration of three years after the termination of this CONTRACT.
- 24.7 In the event of breach of any of the above anti-discrimination covenants, the COUNTY shall have the right to impose sanctions as it may determine to be appropriate, including withholding payment to the CONTRACTOR or canceling, terminating or suspending this CONTRACT, in whole or in part.
- 24.8 Additionally, the CONTRACTOR may be declared ineligible for further COUNTY contracts by rule, regulation or order of the Board of County Commissioners of Lee County, or as otherwise provided by law.
- 24.9 The CONTRACTOR will send to each labor union, or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other contract of understanding, a notice informing the labor union or worker's representative of the CONTRACTOR'S commitments under this assurance, and shall post copies of the notice in conspicuous places available to the employees and the applicants for employment.
- 24.10 The CONTRACTOR will include the provisions in every sub-contract under this contract to insure its provisions will be binding upon each Sub-contractor. The CONTRACTOR will take such action with respect to any Sub-contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.

25 Work by Others

- 25.1 The COUNTY may perform additional Work related to the Project by itself, or it may let other direct contracts which shall contain General Conditions similar to these.
- 25.2 The CONTRACTOR will afford the other Contractors who are parties to such direct contracts (or the COUNTY, if it is performing the additional Work itself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of the Work, and shall properly connect and coordinate his work with theirs. Should the Contract entail relocation of facilities not a part of this Contract, the CONTRACTOR will coordinate and cooperate with the applicable entity responsible for this portion of the Work.
- 25.3 Water lines, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cableways, signals, and all other utility appurtenances within the limits of the proposed construction which are to be relocated or adjusted are to be moved by the owners at their expense, unless otherwise provided in the Contract. It is understood and agreed that the CONTRACTOR has considered in his bid all of the permanent and temporary utility appurtenances in their present or relocated positions as shown on the plans and that no additional compensation will be allowed for any delays, inconveniences, or damage sustained to him due to any interference from the said utility appurtenances or the operation of moving them. If any part of the CONTRACTOR'S work depends (for proper execution) upon the Work of any such other Contractor (or the COUNTY), the CONTRACTOR will inspect and promptly report to the OWNER'S REPRESENTATIVE in writing, any defects, deficiencies or delays in such Work that render it unsuitable for such proper execution and results. His failure to report shall constitute an acceptance of the Work, except as to defects, deficiencies and delays which may appear in the other Work after the execution of his Work.
- 25.4 The CONTRACTOR will do all cutting, fitting and patching of his Work, which is consistent with the Contract Documents that may be required to make its several parts come together properly and fit it to receive or be received by such other Work. The CONTRACTOR will not endanger any Work of others by cutting, excavating or otherwise altering such other Work and will only cut or alter such other work with the written consent of the OWNER'S REPRESENTATIVE.
- 25.5 If the performance of additional Work by other Contractors or the COUNTY is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional Work.
- 25.6 The CONTRACTOR shall be responsible for coordination with all activities with adjacent projects.

26 Owner's Representative Status During Construction

- 26.1 County's Representatives
 - 26.1.1 The COUNTY shall issue all communications to the CONTRACTOR through the OWNER'S REPRESENTATIVE.
- 26.2 Clarifications and Interpretations
 - 26.2.1 The OWNER'S REPRESENTATIVE will issue with reasonable promptness, through the COUNTY, such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as the COUNTY may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree to the amount or extent thereof, the CONTRACTOR may make

a claim.

26.3 Authorized Variations in Work

26.3.1 The OWNER'S REPRESENTATIVE may authorize, with prior approval from the COUNTY minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Change Order and the CONTRACTOR shall perform the Work involved promptly. If the CONTRACTOR believes that a Field Change Order justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree as to the amount or extent thereof, the CONTRACTOR may make a claim.

27 Changes in Work

- 27.1 Without invalidating the Agreement, the COUNTY may unilaterally and at any time or from time to time order additions, deletions or revisions in the Work; these will be authorized by Change Orders or Field Directive Change. Upon receipt of a Change Order or Field Directive Change, the CONTRACTOR will proceed with the Work involved.
- 27.2 All such Work shall be executed under the applicable conditions of the Contract Documents.
- 27.3 If any Change Order or Field Directive Change causes an increase or decrease in the Contract Price or any extension or shortening of the Contract Time, an equitable adjustment will be made.
- 27.4 Additional Work performed by the CONTRACTOR without written authorization of a change in the form of an approved Change Order will not entitle him to an increase in the Contract Price or any extension of the Contract Time, except in the case of an emergency.
- 27.5 It is the CONTRACTOR'S responsibility to notify the Surety of any changes affecting the general scope of the Work or change of the Contract Price and the amount of the applicable Bonds shall be adjusted accordingly. The Surety's Acceptance must be submitted to the OWNER'S REPRESENTATIVE, by the CONTRACTOR, within ten calendar days of the initiation of the change.

28 Change of Contract Price

- 28.1 The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at his expense without change in the Contract Price.
- 28.2 The Contract Price may only be changed by a Change Order. Any claim for an increase or decrease in the Contract Price shall be in writing and delivered to the OWNER'S REPRESENTATIVE within fifteen calendar days of the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty calendar days after such occurrence (unless COUNTY allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the CONTRACTOR'S written statement that the amount claimed covers all known amounts (direct, indirect, and consequential) to which the CONTRACTOR has reason to believe it is entitled as a result of the occurrence of said event. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance. All claims for adjustment in the Contract Price shall be reviewed by the OWNER'S REPRESENTATIVE. Any change in the Contract Price shall be incorporated in a Change Order and approved by the COUNTY. No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.
- 28.3 Where the Work involved is covered by unit prices contained in the Contract Documents or subsequently agreed upon, by application of unit prices to the quantities of the items involved.

- 28.4 By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.
- 28.5 By cost of the Work and mutually acceptable fixed amount for overhead and profit agreed upon by the parties.
- 28.6 If none of the above methods is agreed upon, the value shall be determined by the COUNTY on the basis of cost of the Work and a percentage for overhead and profit. Cost shall only include labor (payroll, payroll taxes, fringe benefits, worker's compensation, etc.), materials, equipment, and other incidentals directly related to the Work involved.
- 28.7 In such cases the CONTRACTOR will submit in the form prescribed by the COUNTY an itemized cost breakdown together with supporting data. The amount of credit to be allowed by the CONTRACTOR to the COUNTY for any such change which results in a net decrease in cost will be the amount of the actual net decrease as determined by the COUNTY. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net decrease, if any.

29 Cash Allowance

- 29.1 It is understood that the CONTRACTOR has included in the Contract Price any allowances so named in the Contract Documents and shall cause the Work so covered to be done by such materialmen, suppliers, or SUB-CONTRACTORS and for such sums within the limit of the allowances as the COUNTY may approve. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. The CONTRACTOR agrees that the original Contract Price includes such sums as he deems proper for cost and profit on account of cash allowances. No demand for an additional sum for overhead or profit in connection therewith will be allowed.
- 29.2 Unit Price Work
 - 29.2.1 Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price.
 - 29.2.2 Each unit price will be deemed to include an amount considered by the CONTRACTOR to be adequate to cover the CONTRACTOR'S overhead and profit for each separately identified item.
 - 29.2.3 The unit price of an item of Unit Price Work shall be subject to revaluation and adjustment under the following conditions:
 - 29.2.3.1 If the total cost of a particular item of Unit Price Work amounts to 5% or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by the CONTRACTOR differs by more than 15% from the estimated quantity of such item indicated in the Agreement; and,
 - 29.2.3.2 If there is no corresponding adjustment with respect to any other item of Work; and
 - 29.2.3.3 If the CONTRACTOR believes that it has incurred additional expense as a result thereof; or
 - 29.2.3.4 If the COUNTY believes that the quantity variation entitles it to an adjustment in the unit price, either the COUNTY or the CONTRACTOR may make a claim for an adjustment in the Contract Price if the parties are

unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

30 Change of Contract Time

- 30.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be in writing and delivered to the OWNER'S REPRESENTATIVE within fifteen calendar days of the occurrence of the event giving rise to the claim and stating general nature of the claim. Notice of the extent of the claim with supporting data (analysis and documentation) shall be delivered within sixty calendar days after such occurrence (unless the OWNER'S REPRESENTATIVE allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the CONTRACTOR'S written statement that the adjustment claimed is the entire adjustment to which the CONTRACTOR has reason to believe it is entitled as a result of the occurrence of said event. If adverse weather conditions are the basis for a claim for additional time, such claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction. No claim by the CONTRACTOR under this provision shall be allowed unless the CONTRACTOR has given the notice and the analysis and documentation required in this paragraph. All claims for adjustment in the Contract Time shall be determined by the OWNER'S REPRESENTATIVE. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.
- 30.2 The COUNTY shall not be responsible for any delay in the completion of the project where the delay is beyond the control or without fault or negligence on behalf of the COUNTY. The COUNTY shall not be held accountable for extra compensation or an extension of time due to default by the CONTRACTOR, SUB-CONTRACTORS, or suppliers in the furnishing of labor or materials for the project, or having to replace defective materials.
- 30.3 The CONTRACTOR shall be entitled to a claim for an extension of time when a delay or hindrance is caused by an act of God, or any act or omission on the part of the COUNTY, provided the CONTRACTOR gives notice to the OWNER'S REPRESENTATIVE within fifteen calendar days of the occurrence of the event giving rise to the claim and having stated the general nature of the claim. The CONTRACTOR'S sole remedy shall be an extension of Contract Time.
- 30.4 No extension of Contract Time or increases in Contract Price shall be granted for any delay caused either by (1) inadequate crewing, default or bankruptcy of lower tier contract, slow submittals, etc., or (2) by severe though not unusual weather conditions (other than hurricanes and tornadoes) or (3) any delay impacting a portion of the Work within the available total float or slack time and not necessarily preventing completion of the Work within the Contract Time unless otherwise agreed to by the COUNTY in its sole discretion or (4) for any delay which is caused by the CONTRACTOR having to replace defective material or equipment or (5) delays attributable to the lack of performance by Sub-contractors regardless of the reasons.
- 30.5 All time limits stated in the Contract Documents are of the essence of the Agreement. Shall not exclude recovery for damages (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court cost) for delay by either party.

31 Warranty and Guarantee: Acceptance of Defective Work

- 31.1 Warranty and Guarantee
- 31.1.1 The CONTRACTOR warrants and guarantees to the COUNTY that all materials and equipment will be new unless otherwise specified and that all Work will be of good quality, free from faults or defects and in accordance with the requirements of the

Contract Documents and any inspections, test or approvals referred to in this Article. All unsatisfactory Work, all faulty Work, and all Work not conforming to the requirements of the Contract Documents or such inspections, tests or approvals shall be considered defective. Prompt notice of all defects shall be given to the CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided herein. Contractor is to assign any and all warranties or guarantees on equipment, materials, etc. to the COUNTY.

31.2 Tests and Inspections

- 31.2.1 If the Contract Documents, laws, ordinances, rules, regulations or order of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the OWNER'S REPRESENTATIVE forty-eight (48) hours' notice of readiness therefore. The CONTRACTOR will furnish the OWNER'S REPRESENTATIVE with the required certificates of inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organizations as may be required by law or the Contract Documents. If any such Work required to be inspected, tested or approved is covered without written approval of the OWNER'S REPRESENTATIVE, it shall, if requested by the OWNER'S REPRESENTATIVE, be uncovered for observation at the CONTRACTOR'S expense. The cost of all such inspections, tests and approvals shall be borne by the CONTRACTOR unless otherwise provided.
- 31.2.2 Project field testing of materials required by the specifications or the OWNER'S REPRESENTATIVE shall be provided by and at the expense of the COUNTY. The CONTRACTOR shall coordinate and schedule the required testing. The Contractor shall pay for all retests when the initial test result reveals that the materials failed to meet the requirements of the specifications. The CONTRACTOR shall notify the OWNER'S REPRESENTATIVE twenty-four (24) hours prior to conducting any test so the OWNER's REPRESENTATIVE may be present.
- 31.2.3 The OWNER'S REPRESENTATIVE shall have the right to require all materials to be submitted to tests prior to incorporation in the Work. In some instances, it may be expedient to perform these tests at the source of supply, and for this reason, it is required that the CONTRACTOR furnish the OWNER'S REPRESENTATIVE with the information concerning the location of his source before incorporating material into the Work. This does not in any way obligate the OWNER'S REPRESENTATIVE to perform tests for acceptance of material and does not relieve the CONTRACTOR of his responsibility to furnish satisfactory material. The CONTRACTOR shall furnish manufacturer's certificates of compliance with these specifications covering manufactured items incorporated in the Work.
- 31.2.4 Neither observations by the OWNER'S REPRESENTATIVE, nor inspections, tests or approvals by persons other than the CONTRACTOR shall relieve the CONTRACTOR from his obligations to perform the Work in accordance with the requirements of the Contract Documents.
- 31.2.5 Testing/Permits: The CONTRACTOR shall be responsible for performing any testing and the cost for all items that may be required as part of the NPDES, FDEP, USACOE and SFWMD permits.

32 Close Out Procedure

32.1 General Operating/Maintenance Instructions & Manuals

- 32.1.1 The CONTRACTOR shall organize maintenance operating manual information into

four suitable sets of manageable size, and bind into individual binders properly identified and indexed (thumb-tabbed). Emergency instructions, spare parts listing, warranties, wiring diagrams, recommended "turn around" cycles, inspection procedures, shop drawings, product data, and similar acceptable information shall be included. The CONTRACTOR shall bind each manual of each set in a heavy duty, 3-ring vinyl covered binder, and include pocket folders for folded sheet information. Mark identification on both front and spine of each binder.

- 32.1.2 Arrange for each installer of work requiring continuing maintenance (by the OWNER) or operation, to meet with the OWNER'S personnel, at the project site, to provide basic instructions needed for proper operation and maintenance of the entire work. Include instructions by manufacturer's representatives where installers are not expert in the required procedures. Review maintenance manuals, record documentation, tools, spare parts and materials, lubricants, fuels, identification system, control sequences, hazards, cleaning and similar procedures and facilities. For operational equipment, demonstrate start-up, shut-down, emergency operations, noise and vibration adjustments, safety, economy/efficiency adjustments, and similar operations. Review maintenance and operations in relation with applicable guaranties, warranties, agreements to maintain, bonds, and similar continuing commitments.

33 Access to the Work

- 33.1 The COUNTY and the OWNER'S REPRESENTATIVE shall at all times have access to the Work. The CONTRACTOR shall provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof by others.

34 Uncovering the Work

- 34.1 If any work has been covered which the OWNER'S REPRESENTATIVE has not specifically requested to observe prior to its being covered, or if the OWNER'S REPRESENTATIVE considers it necessary or advisable that covered Work be inspected or tested by others, the CONTRACTOR, at the OWNER'S REPRESENTATIVE'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the OWNER'S REPRESENTATIVE 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, the CONTRACTOR will bear all the expense of such uncovering, exposure, observation, inspection and testing, and of satisfactory reconstruction. If, however, such Work is not found to be defective, the CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction, if he makes a claim therefore.

35 County May Stop Work

- 35.1 If the Work is defective, if the CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, or if the CONTRACTOR fails to make prompt payments to SUB-CONTRACTORS for labor, materials or equipment: the COUNTY may order the CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the COUNTY to stop the work shall not give rise to any duty on the part of the COUNTY to exercise this right for the benefit of the CONTRACTOR or any other party.
- 35.2 Notwithstanding Paragraph 35.1, the COUNTY may also issue a Stop Work Order for the following reasons:
- 35.2.1 Insufficient Maintenance of Traffic practices.

35.2.2 Failure to comply with permits regarding pollution control.

35.2.3 Insufficient construction materials or methods.

35.2.4 Failure to provide a safe working environment in accordance with the US Department of Labor Occupational Safety and Health Administration (OSHA).

35.3 Upon notice of the Stop Work Order, the CONTRACTOR shall cease all contracted work except for the activities required to correct the problem and as directed by the COUNTY.

35.4 If the CONTRACTOR fails to correct the problem causing the Stop Work Order and there is immediate threat to the public's health, safety, or environmental protection, the COUNTY may perform any remedial activities necessary to protect the public and environment. Any costs incurred by the County in the performance of this work shall be deducted from monies due the Contractor or paid by the Contractor to the County.

35.5 No increase in the Contract Price or extension of the Contract Time will be granted for any delays or loss of time due to a Stop Work Order.

36 Correction or Removal of Defective Work

36.1 If required by the OWNER'S REPRESENTATIVE prior to approval of final payment, the CONTRACTOR will, promptly, without cost to the COUNTY and as specified by the OWNER'S REPRESENTATIVE, either correct any defective Work whether or not fabricated, installed or completed or, if the Work has been rejected by the OWNER'S REPRESENTATIVE, remove it from the site and replace it with non-defective Work. If the CONTRACTOR does not correct such defective Work or remove and replace such rejected Work within ten calendar days, all as specified in a written notice from the OWNER'S REPRESENTATIVE, the OWNER'S REPRESENTATIVE may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect costs of such correction or removal and replacement shall be paid by the CONTRACTOR. The CONTRACTOR will also bear the expense of making good all Work of others destroyed or damaged by his correction, removal or replacement of his defective Work.

37 One Year Correction Period

37.1 If, after the approval of the final payment and prior to the expiration of one year after the date of Final Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, the CONTRACTOR will promptly, without cost to the COUNTY, and in accordance with the OWNER'S REPRESENTATIVE'S written instructions, either correct such defective Work or, if it has been rejected by the OWNER'S REPRESENTATIVE, remove it from the site and replace it with non-defective Work. If, within seven calendar days, the CONTRACTOR does not comply with the terms of such instructions, the Bonding Company shall be notified of default and requested to make repairs or replacement, the COUNTY may have the defective Work corrected or the rejected Work removed and replaced. All direct and indirect costs of such removal and replacement shall be paid by the CONTRACTOR.

38 Acceptance of Defective Work

38.1 If, instead of requiring correction or removal and replacement of defective Work, the COUNTY prefers to accept it, the COUNTY may do so. In such case, if acceptance occurs prior to approval of final payment, a Change Order shall be issued incorporating the appropriate revisions to the Contract Documents including an appropriate reduction in the Contract Price. If the acceptance occurs after approval of the final payment, an appropriate amount shall be paid by the CONTRACTOR to the COUNTY.

39 Neglected Work By Contractor

- 39.1 If the CONTRACTOR should neglect to prosecute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, the COUNTY may, after three calendar days written notice to the CONTRACTOR and without prejudice to any other remedy it may have, make good such deficiency and the cost thereof shall be charged against the CONTRACTOR. A Change Order shall be issued incorporating the appropriate revision to the Contract Documents including an appropriate reduction in the Contract Price. If the payments then or thereafter due the CONTRACTOR are not sufficient to cover such amount, the CONTRACTOR shall pay the difference to the COUNTY.

40 Payment and Completion

- 40.1 Schedule of Values
- 40.1.1 Within ten (10) calendar days after the effective date of the Agreement, the CONTRACTOR must submit a schedule of values of the Work including quantities and unit prices totaling to the Contract Price. This schedule shall be satisfactory in form and substance to the COUNTY and shall subdivide the Work into sufficient detail to serve as the basis for progress payments during construction. Upon approval of the schedule of values by the OWNER'S REPRESENTATIVE, it shall be incorporated into the Estimate and Requisition for Payment prescribed by the COUNTY. Unit Price Contracts shall have the bid proposal prices incorporated into the Estimate and Requisition for Payment.
- 40.2 Application for Progress Payment
- 40.2.1 Bid proposal units and unit prices shall serve as the basis for progress payments during construction. The bid proposal process shall be incorporated into the Estimate and Requisition for Payment Form No. CSD:505(4) prescribed by the COUNTY.
- 40.2.2 Not more often than once a month, nor less often than specified in the approved payment schedule, and on a date established at the Project Pre-Construction Conference, the CONTRACTOR will submit to the OWNER'S REPRESENTATIVE for review the Estimate and Requisition for Payment form filled out and signed by the CONTRACTOR covering the Work completed as of the date of the Application and supported by such data as the OWNER'S REPRESENTATIVE may reasonably require. Also, if payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such supporting data, satisfactory to the OWNER'S REPRESENTATIVE, as will establish the COUNTY'S title to the material and equipment and protect its interest therein, including applicable insurance. All progress payments will be subject to the retainage percentage specified in the Contract Documents. Such retainage shall be paid and will be issued in the final payment after acceptance by the COUNTY of the Work.

41 Contractor's Warranty of Title

- 41.1 The CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by an application for progress payment, whether incorporated in the Project or not, will be passed to the COUNTY prior to the next making of application for progress payment, free and clear of all liens, claims, security interest and encumbrances; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the CONTRACTOR or by any other person performing the Work at the site or furnishing materials

and equipment for the Project subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

42 Approval of Payments

- 42.1 The OWNER'S REPRESENTATIVE will, within ten calendar days after receipt of each Application for Payment, either indicate his approval of payment and deliver the application to the COUNTY or return the Application to the CONTRACTOR indicating in writing the reason for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and re-submit the Application. The COUNTY will, within five calendar days after receipt of each approved application for payment, either indicate their approval of payment, and within fifteen calendar days pay the CONTRACTOR the amount approved, or return the application to the CONTRACTOR thru the OWNER'S REPRESENTATIVE indicating in writing the reason for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the application to the OWNER'S REPRESENTATIVE.
- 42.2 The OWNER'S REPRESENTATIVE'S approval of any payment requested in an Application for Payment shall constitute a representation by him to the COUNTY, based on the OWNER'S REPRESENTATIVE'S on-site observations of the Work in progress and on his review of the Application for Payment and the supporting data that the CONTRACTOR is entitled to payment of the amount approved.
- 42.3 The OWNER'S REPRESENTATIVE'S approval of final payment shall constitute an additional representation by him to the COUNTY that the conditions precedent to the CONTRACTOR'S being entitled to final payment as set forth have been fulfilled.
- 42.4 The OWNER'S REPRESENTATIVE may refuse to approve the whole or any part of any payment if in his opinion; he is unable to make such representations to the COUNTY. He may then refuse to approve any such payment because of subsequently discovered evidence or the results of subsequent inspections or test, nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the COUNTY from loss because:
 - 42.4.1 The Work is defective;
 - 42.4.2 A portion of such payment is the subject of a dispute or claim that has been filed;
 - 42.4.3 The Contract Price has been reduced because of Modifications;
 - 42.4.4 The COUNTY has been required to correct defective Work or complete the Work, or of unsatisfactory prosecution of the Work, including failure to clean up as required.

43 Substantial Completion

- 43.1 Prior to final payment, the CONTRACTOR shall, in writing to the OWNER'S REPRESENTATIVE, certify that the entire Project is substantially complete and request that the OWNER'S REPRESENTATIVE issue a Certificate of Substantial Completion. Within fourteen calendar days thereafter, the OWNER'S REPRESENTATIVE and the CONTRACTOR will make an inspection of the Project to determine the status of completion. If the COUNTY does not consider the Project substantially complete, it will notify the CONTRACTOR in writing giving the reasons therefore. If the COUNTY considers the Project substantially complete, a Certificate of Substantial Completion will be issued. This certificate shall fix the date of Substantial Completion and the responsibilities between the COUNTY and the CONTRACTOR for maintenance, heat and utilities. The Certificate of Substantial Completion will also include a punch list of items to be completed or corrected, said time to be within the Contract Time. The COUNTY shall have the right to exclude the CONTRACTOR from the Project after the date of Substantial Completion but the COUNTY will allow the

CONTRACTOR reasonable access to complete items on the punch list.

44 Partial Utilization

- 44.1 Prior to final payment, the OWNER'S REPRESENTATIVE may request the CONTRACTOR to permit the use of a specified part of the Project which the COUNTY believes it may use without significant interference with construction of the other parts of the Project. If the CONTRACTOR agrees, he will certify to the OWNER'S REPRESENTATIVE that said part of the Project is substantially complete and request the OWNER'S REPRESENTATIVE to issue a Certificate of Substantial Completion for that part of the Project. Within fourteen calendar days thereafter, the OWNER'S REPRESENTATIVE and the CONTRACTOR will make an inspection of that part of the Project to determine its status of completion. If the COUNTY considers that part of the Project to be substantially complete, the OWNER'S REPRESENTATIVE will deliver to the CONTRACTOR a certificate to that effect, fixing the date of Substantial Completion as to that part of the Project, and listing the punch list of items to be completed or corrected before final payment and fixing the responsibility between the COUNTY and the CONTRACTOR for maintenance, heat and utilities as to that part of the Project. The COUNTY shall have the right to exclude the CONTRACTOR from any part of the Project which is so certified to be substantially complete but the COUNTY will allow the CONTRACTOR reasonable access to complete or correct items on the punch list.

45 Final Inspection

- 45.1 Upon written notice from the CONTRACTOR that the Project is complete, the OWNER'S REPRESENTATIVE will make a final inspection with the CONTRACTOR and will notify the CONTRACTOR in writing of any particulars which this inspection reveals that the Work is defective. The CONTRACTOR shall immediately make such corrections as are necessary to remedy the defects within a reasonable time.

46 Final Inspection for Payment

- 46.1 After the CONTRACTOR has completed any such corrections to the satisfaction of the OWNER'S REPRESENTATIVE and delivered all maintenance and operating instructions, schedules, guarantees, bonds, Certificates of Inspection and other documents as required by the Contract Documents, he may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by legally effective final releases or waivers of liens from the CONTRACTOR and all SUB-CONTRACTORS which performed services for the CONTRACTOR pursuant to the Contract Documents and the consent of surety, if applicable to final payment.

47 Approval of Final Payment

- 47.1 If, on the basis of its observations and review of the Work during construction, its final inspection and its review of the final Estimate and Requisition for Payment, all as required by the Contract Documents, the OWNER'S REPRESENTATIVE is satisfied that the Work has been completed and the CONTRACTOR has fulfilled all of his obligations under the Contract Documents, it will, within ten calendar days after receipt of the final Application for Payment, indicate in writing its approval of payment and deliver the application to the COUNTY. Otherwise, it will return the Application to the CONTRACTOR, indicating in writing its reason for refusing to approve final payment, in which case the CONTRACTOR will make the necessary corrections and re-submit the Application. The COUNTY will, within fifteen calendar days after receipt of approved application for final payment, either indicate their approval of the estimate and requisition application for payment and within fifteen calendar

days pay the CONTRACTOR the amount approved by the COUNTY and issue a Certificate of Final Completion or return the application thru the OWNER'S REPRESENTATIVE indicating in writing the reason for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the application to the OWNER'S REPRESENTATIVE.

- 47.2 If, after substantial Completion of the Work, final completion is materially delayed through no fault of the CONTRACTOR, and the OWNER'S REPRESENTATIVE so confirms, the COUNTY shall and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the CONTRACTOR to the OWNER'S REPRESENTATIVE, prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.
- 47.3 If liquidated damages are to be deducted from the final payment, the COUNTY shall so notify the CONTRACTOR in writing at least seven calendar days prior to the COUNTY'S submittal to Finance.
- 47.4 The Contractor will be required to submit with his final payment documents a DBE Participation Certification, indicating all DBE sub-contractor(s) and amount(s) utilized for the project.
- 47.5 If the CONTRACTOR did not utilize the DBE firm(s) listed on the Bid Proposal, a letter of justification, as to why shall be submitted along with the DBE Participation Certification.
- 47.6 At the final completion of the construction project if the county project manager experienced problems with the CONTRACTOR the project manager will prepare a Contractor Performance Evaluation, and forward to the Contractor for review, comment and signature.
- 47.7 Upon receipt of the Contractor Performance Evaluation the CONTRACTOR will have seven calendar days, from the date received, to review, comment, sign and return back to the project manager. If the evaluation has not been received back from the CONTRACTOR within the seven calendar days, the COUNTY will assume the CONTRACTOR fully agrees with and has no comments to the evaluation. The evaluation will then be placed on file with Lee County Procurement Management.

48 Contractor's Continuing Obligation

- 48.1 The CONTRACTOR'S obligation to perform the Work and complete the Project in accordance with the Contract Documents shall be absolute. Neither approval of any progress or final payment by the COUNTY, the issuance of the Certificates of Completion, any payment by the COUNTY to the CONTRACTOR under the Contract Documents, any use or occupancy of the Project or any part thereof by the COUNTY, any act of acceptance by the COUNTY, any failure to do so, nor any correction of defective Work by the COUNTY shall constitute an acceptance of Work not in accordance with the Contract Documents.

49 Waiver of Claims

- 49.1 The making and acceptance of final payment shall constitute:
 - 49.1.1 A waiver of all claims by the COUNTY against the CONTRACTOR other than those arising from unsettled liens, from defective Work appearing after final payment or from failure to comply with the requirements of the Contract Documents, or from the terms of any special guarantees specified therein, and,
 - 49.1.2 A waiver of all claims by the CONTRACTOR against the COUNTY other than those

previously made in writing and still unsettled.

50 Suspension of Work and Termination

50.1 County May Suspend Work

50.1.1 The COUNTY may at any time and without cause suspend the Work or any portion thereof for a period of not more than ninety calendar days by notice in writing to the CONTRACTOR. The COUNTY shall fix the date on which Work shall be resumed and the CONTRACTOR will resume the Work on the date so fixed. The CONTRACTOR will be allowed an increase in the Contract Price, an extension of the Contract Time or both, if such increases are justified and directly attributable to any COUNTY suspension and if he makes a claim thereof.

51 County May Terminate

51.1 If the CONTRACTOR is adjudged bankrupt or insolvent, if he makes a general assignment for the benefit of his creditors, if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, if he files a petition to take advantage of any debtor's act or reorganizes under the bankruptcy or similar laws, if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, if he repeatedly fails to make prompt payments to SUB-CONTRACTORS for labor, materials or equipment, if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, if he disregards the authority of the OWNER'S REPRESENTATIVE, or if he otherwise substantially violates any provisions of the Contract Documents, then the COUNTY may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety seven (7) calendar days' written notice, terminate the services of the CONTRACTOR and take possession of the Project and all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR and finish the Work by whatever method the COUNTY may deem expedient or arrange with the Surety to complete the project. The CONTRACTOR, if notified by the COUNTY to do so, shall promptly remove any part of his equipment and supplies from the property of the COUNTY; failing, the COUNTY shall have the right to remove such equipment and supplies at the expense of the CONTRACTOR.

51.2 In such case the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect cost of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such cost exceeds such unpaid balance, the CONTRACTOR will pay the difference to the COUNTY. Such cost incurred by the COUNTY will be determined by the COUNTY and incorporated in a Change Order.

51.3 Where the CONTRACTOR'S services have been so terminated by the COUNTY, said termination shall not affect any rights of the COUNTY against the CONTRACTOR then existing or which may thereafter accrue.

51.4 If so terminated, any retention or payment of monies by the COUNTY due the CONTRACTOR will not release the CONTRACTOR from liability accruing under this Contract.

51.5 If after notice of termination of the CONTRACTOR'S right to proceed under the provisions of this clause, it is determined for any reason that the CONTRACTOR was not in default under the provisions or that the delay was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued.

51.6 Upon thirty (30) calendar days' written notice to the CONTRACTOR, the COUNTY may without cause and without prejudice to any other right or remedy elect to abandon the Project and terminate the Agreement. In such case the CONTRACTOR shall be paid for all Work executed and any expense sustained plus a reasonable profit.

52 Contractor May Stop Work or Terminate The Contract

- 52.1 If through no fault of the CONTRACTOR, or a Sub-contractor, or their agents or employees or any other persons performing portions of the Work under Contract with the CONTRACTOR, the WORK is suspended for a period of more than ninety calendar days by the COUNTY or under an order of court or other public authority, or the OWNER'S REPRESENTATIVE has not issued a certificate for payment and has not notified the CONTRACTOR of the reason for withholding certification or because the COUNTY has not made payment on a certificate for payment within the time stated in the Contract Documents, then the CONTRACTOR may, upon seven calendar days written notice to the COUNTY and the OWNER'S REPRESENTATIVE, terminate the Agreement and recover from the COUNTY payment for all Work executed and proven loss with respect to materials, equipment, tools and construction equipment and machinery, including reasonable overhead, profit and damages.
- 52.2 In addition and in lieu of terminating the Agreement, if the OWNER'S REPRESENTATIVE has failed to act on an application for payment or the COUNTY has failed to make any payment as aforesaid, the CONTRACTOR may upon seven calendar days written notice to the COUNTY and the OWNER'S REPRESENTATIVE stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve the CONTRACTOR of the obligation to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with the COUNTY.

53 Miscellaneous

- 53.1 General
- 53.1.1 All Specifications, Drawings and copies thereof furnished by the COUNTY, to the CONTRACTOR, shall remain the COUNTY'S property. They shall not be used on another Project.
- 53.1.2 The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warrants, guarantees and obligations imposed upon the CONTRACTOR and the rights and remedies available to the COUNTY thereunder shall be in addition to and not a limitation of any otherwise imposed or available by law, by special guarantee or other provisions of the Contract Documents.
- 53.1.3 Should the COUNTY or the CONTRACTOR suffer injury or damage to its person or property because of any error, omission or act of the other or any of his employees, agents, or others for whose acts he is legally liable, claim should be made in writing to the other party within seven calendar days of the first observance of such injury or damage.
- 53.1.4 The Contract Documents shall be governed by the laws of the State of Florida, the County of Lee, and the municipality in which the project is being done.
- 53.2 Right-of-Way Station Boards: The CONTRACTOR must establish and maintain throughout construction the right-of-way station boards at every even station within ten (10) days after the Notice to Proceed to assist and expedite construction and utility coordination. No additional compensation or separate pay item will be made for this work.
- 53.3 Abbreviations: Reference in the technical specifications to the specifications or requirements of technical societies, associated organization, or bodies shall mean their most current specifications. These groups are identified in the technical specifications.
- 53.4 Use of Public Streets: The use of public streets and roads shall be such as to minimize any inconvenience to the public and to other traffic. Any earth or other excavation materials spilled from trucks shall be removed by the CONTRACTOR and the streets and roads shall be cleaned

by the CONTRACTOR to the satisfaction of the COUNTY.

- 53.5 Damage to Existing Property, Structures and Utilities: The CONTRACTOR shall be held responsible for and shall repair all damage to pavement beyond the limits of the contract or outside the right-of-way. Also, the CONTRACTOR shall repair if damaged buildings, telephone or other cables, poles, signs, mailboxes, irrigation piping, water pipes, sanitary pipes, or other structures which may be encountered, whether or not they are shown on the Drawings. Information shown on the Drawings as to the location of existing utilities has been prepared from the most reliable data available to the Engineer. However, this information is not guaranteed, and it shall be the CONTRACTOR'S responsibility to determine the location, character, and depth of any existing utilities. The CONTRACTOR shall assist the utility companies, by every means possible, to determine said locations. The CONTRACTOR shall exercise extreme caution to eliminate any possibility of any damage to utilities resulting from his activities.

53.5.1 At least two (2) business days prior to excavating any section of the Work, the CONTRACTOR shall call the utility companies noted on the plans and inform them that Work on the specific section is about to commence and request that they field locate their underground utilities.

53.5.2 When proceeding with the Work, the CONTRACTOR shall exercise due caution to protect all underground and overhead utilities and existing structures from damage. In keeping with the Trench Safety Act, the CONTRACTOR shall provide all sheeting, shoring, and bracing that may be required to properly protect adjacent property, structures and people. The CONTRACTOR shall repair, to the satisfaction of the OWNER, any surface or subsurface Improvement damaged during the course of the Work (unless such improvement is shown to be abandoned or removed) whether or not such improvement is shown on the Drawing. Should any utilities be encountered that are not shown on the Drawing, the CONTRACTOR shall immediately notify the OWNER'S REPRESENTATIVE and shall take all due caution necessary to protect the utility.

- 53.6 Adjustment of Grades: Adjustments of grades shown on Drawings may be necessary to conform to actual field conditions or to maintain cover under proposed future grades. Such adjustments shall be considered part of the job conditions and no extra compensation will be allowed for such changes, except where specifically otherwise noted in the plans or specifications. Such adjustments must be approved by the OWNER'S REPRESENTATIVE prior to being made.

- 53.7 Existing Drainage: Existing drainage shall be maintained at all times and drainage under construction shall be left open so as not to cause flooding due to blockage. Any damage to construction caused by this requirement shall be the responsibility of the CONTRACTOR.

- 53.8 Reference to Other Specifications

53.8.1 Reference to FDOT Specifications shall mean the State of Florida Department of Transportation Standard Specifications for Road and Bridge Construction dated July 2016 and supplements thereto unless specifically stated otherwise in the Contract Documents. Where an FDOT Specification section cites or contains references to other sections, they shall also be included as though cited herein. Where FDOT Specifications refer to the "Engineer", "Engineer of Test" or "Division of Test", it shall be understood to mean the OWNER'S REPRESENTATIVE or his designee. Where FDOT Specifications refer to the "Department", it shall mean the Department of Transportation of Lee County, Florida.

53.8.2 In case of conflict between the referenced FDOT Specifications and the Contract Documents, the Contract Documents shall govern.

53.8.3 Reference to AASHTO and ASTM are to the latest editions of published text of the American Association of Highway and Transportation Officials and the American Society for Testing and Materials, respectively.

53.9 Shoring

53.9.1 Unless trench banks are cut back on a stable slope, sheet and brace trenches shall be used as necessary to prevent caving or sliding, to provide protection for workmen and the pipe, and to protect adjacent structures and facilities. The CONTRACTOR shall not brace sheeting against the pipe, but shall brace it so that no concentrated loads of horizontal thrust are transmitted to the pipe. If portable metal box is used for bracing the slopes, the CONTRACTOR shall take care not to disturb the pipe when the box is removed.

53.9.2 The CONTRACTOR must comply with the Trench Safety Act, Florida Statutes Sections 553.60 – 553.64. Cost of compliance is not a separate pay item. Costs shall be included in the cost of pipe placement.

53.10 Dewatering: Dewatering of excavations, trenches, structures and utilities may be required. The CONTRACTOR shall be responsible for obtaining water use permits for dewatering operations, as necessary, from the South Florida Water Management District. No separate payment will be made for dewatering operations or procurement of dewatering permits. Costs shall be included in the cost of items as included in the Bid Form.

53.11 Excess Excavated Material: Unless otherwise specified, all excavated material in excess of the needs for backfill and area fill shall become the property of the CONTRACTOR, and the CONTRACTOR shall remove same from the project.

53.12 Asphalt Paving Conference: A pre-paving conference shall be held prior to any asphalt placement. The conference is intended to closely coordinate the CONTRACTOR'S plant and site personnel with the COUNTY'S plant and field inspectors and establish expected quality assurance procedures. The CONTRACTOR shall not perform any paving prior to this conference.

53.13 Rock Excavation: All excavations for the installation of pipes, structures, foundations, or other contract items shall be unclassified and no additional or separate payment for rock excavation shall be provided nor shall additional or separate payment be made for backfill required to compensate for excavated rock material that cannot be reused as backfill.

53.14 Permits

53.14.1 Copies of permits for this project other than for dewatering or NPDES will be provided by the COUNTY.

53.14.2 The CONTRACTOR shall abide by all conditions, statutes, and regulations issued by the jurisdiction authorities, boards and agencies of the COUNTY, State and Federal Governments. The CONTRACTOR shall be fully responsible for the execution and adherence to all directives, instructions, conditions, issuance of notices, SPECIAL PROVISIONS, and limiting conditions contained in permits specifically issued for this project and which pertain to or affect the construction phase of this project. Except as may be provided elsewhere in these documents, the cost of materials, supplies, labor testing, permit fees and other direct or indirect expenses required to abide by or execute conditions of the permits shall be paid for by the CONTRACTOR. There is no direct or specific payment item in the bid for cost due to compliance with said permits. The CONTRACTOR'S reimbursement for said costs shall be distributed within the various items of work and materials associated with the construction of the project.

53.15 Field Office: CONTRACTOR is not required to provide a field office within the project limits as long as CONTRACTOR has a field office within Lee, Collier or Charlotte County prior to bidding. If CONTRACTOR does not have an established office within Lee, Collier or Charlotte

County, then the CONTRACTOR shall provide and staff a field office within the project limits for the entire project duration, per FDOT requirements. This item shall be compensated under the mobilization item and no separate payment will be made. The CONTRACTOR shall coordinate the location of this field office with the Lee County Project Manager prior to the issuance of the Notice to Proceed.

54 Computation of Time

- 54.1 When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

55 Maintenance of Records

- 55.1 The CONTRACTOR shall keep adequate records and supporting documents applicable to this contractual matter. Said records and documentation will be retained by the CONTRACTOR for a minimum of five years from the date of termination of this Contract. The COUNTY and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the COUNTY deems necessary during the period of this Contract and during the period of five years thereafter; provided, however, such activity shall be conducted only during normal business hours. The COUNTY, during the period of time expressed by the preceding sentence, shall also have the right to obtain a copy of, and otherwise inspect, any audit made at the direction of the CONTRACTOR as concerns the aforesaid records and documentation.

- 55.2 Vendor specifically acknowledges its obligations to comply with §119.0701, F.S., with regard to public records, and shall:

- 55.2.1 keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
- 55.2.2 provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 55.2.3 ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 55.2.4 meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

- 55.3 **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, <http://www.leegov.com/publicrecords>.**

56 Federal Requirements

- 56.1 In the event this Contract is paid in whole or in part from any Federal Governmental agency or source, the specific terms, regulations and requirements governing the disbursement of these funds are incorporated by reference and made a part of this Contract as if attached hereto and become a part of this clause.

End of General Conditions Section

TECHNICAL SPECIFICATIONS

TS-1.0 SCOPE OF WORK

The Work to be performed under the Contract consists of furnishing all labor, equipment, supplies, materials, transportation, fuel, power, water, providing environmental protection, and performing all operations in connection with the Ten-Mile Canal dredging in Lee County, Florida.

The project is located between Mullock Creek and US-41 in the Ten-Mile Canal, Class III Waters, Section 24, Township 45 South, Range 24 East, Lee County. The design depth and width vary as shown on the Contract Plans. Excavation of the dredge areas shall be by mechanical or hydraulic means.

This Work must be completed according to the Contract Documents within the Contract Time and within compliance with the conditions of the Permits. The Contractor is solely responsible for all construction means, methods, techniques, procedures, layouts, and the sequencing of the Work except as set forth in section "Order of Work". Environmental protection practices, best management practices, and turbidity control requirements outlined in these Specifications and the Permits shall be met.

TS-2.0 SUBMITTALS

Work Plan

Seven days prior to the pre-construction conference, the Contractor shall submit to the County for approval, a Work plan to cover all specified operations. The Work plan shall include, but not be limited to, the means and methods to be employed to accomplish: construction access/staging and restoration, disposal area and offload site access and restoration, dredge method, turbidity controls, quality control plan, trucking, haul routes, storm emergency plan, and environmental protection.

TS-3.0 ADMINISTRATIVE RECORDS

3.1. Notice of Intent to Dredge

Prior to commencement of Work on this Contract, the Contractor shall notify the Commander, Seventh Coast Guard District, at the address below, of his intended operations to dredge 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 seven days prior to the commencement of this dredging operation. A copy of the notification shall be provided to the County.

CCGD 7 (oan)
Brickell Plaza
909 S.E. First Avenue
Miami, Florida 33131
(305) 536-5621

3.2. Notice of Misplaced Material

The Contractor shall notify the U. S. Coast Guard (USCG) and County, of any misplaced material as outlined in Section TS-15.0 "MISPLACED MATERIAL."

3.3 Monthly Report of Operations

In addition to the Daily Reports required under the Special Provisions, the Contractor shall prepare and submit a Monthly Report of Operations for each month's Work to the County. The monthly report shall be submitted on or before the 7th of each month, consolidating the previous month's Work. Upon completion of the job, the Contractor shall submit a consolidated job report, combining the monthly reports. The Contractor shall distribute one copy of each report to the County. Information required in these reports shall include production volumes, rates, and totals; dredge areas completed; summary of downtime and reasons; summary of accessory Work completed; summary of compliance with environmental protection measures; and summary of any permit violations and corrective measures taken to address same.

TS-4.0 ORDER OF WORK

In general, the Order of Work shall be as follows. Any changes in the Order of Work shall be approved by the County prior to initiation of the specific Work activity.

- (a) Mobilization
- (b) Prepare Construction Access and Staging Areas
- (c) Prepare Disposal Area 1
- (d) Implement Best Management Practices
- (e) Dredge Work Area 1
- (f) Prepare Temporary Offload Site and Disposal Areas 2 and 3
- (g) Dredge Work Area 2
- (h) Resweep Dredge Area 1 (Stations 99+00 to 103+00)
- (i) Truck Sediment to Disposal Areas 2 and 3
- (j) Restore Disposal Areas 1 through 3 and Temporary Offload Site
- (k) Restore Construction Access and Staging Areas
- (l) Demobilization.

TS-5.0 PAYMENT

5.1. Mobilization and Demobilization

The Work specified in this section consists of the preparatory efforts and operations in mobilizing for beginning Work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and for the establishment of temporary offices, buildings, safety equipment and first-aid supplies, sanitary and other facilities as required by the General Provisions, the Technical Specifications and state and local laws and regulations. All costs for providing the bond and insurance required for this project shall be included within the bid item for Mobilization.

Mobilization involves the moving of all equipment, including barges, dredges, clamshell or other excavation equipment to the job site. It also includes arrangements for on-site storage and maintenance of said equipment, as well as access to the site for all equipment. Further, it includes construction access, construction access restoration, and Maintenance of Traffic.

Payment shall be made in accordance with the Contract, and all appropriate costs in connection therewith or incidental thereto shall be included in the applicable Contract lump sum price for Bid Item "Mobilization and Demobilization." Mobilization will be assumed to be sixty percent (60%) of this item and demobilization the remaining forty percent (40%). No mobilization payment will be made until ten percent (10%) of the total dredging volume has been completed and accepted. Acceptance shall be at the sole discretion of the County and may be based on one or more of the following: Contractor's Daily Reports, observations by the County's representative, and surveys. Demobilization, including removal of equipment and cleanup, is a part of this section. Payment for mobilization and demobilization including incidental costs incurred in complying with this section shall be included for payment under Contract Bid Item Mobilization/Demobilization.

The County will pay for mobilization and demobilization only once. Should the Contractor demobilize prior to completing the Project, such demobilization and subsequent remobilization shall be at no cost to the County. If the Contractor elects to demobilize prior to completing the Work, except for the protection of personnel, Plant or Equipment prior to a storm, and the Work Area is impacted by a tropical storm or hurricane, the Contractor shall be required to re-survey the Work Area and Project components at no expense to the County.

5.2. Disposal Areas and Offload Site

Payment shall be made for materials and Work specified in connection with disposal area / offload site preparation and restoration; and all other appropriate costs in connection therewith or incidental thereto. Preparation will be assumed to be 60% of this item and restoration the remaining 40%. No payment will be made until the County has approved the areas in accordance with the Technical Specifications. This Work shall be included in the applicable Contract lump sum price for Bid Item "Disposal Areas and Offload Site."

5.3. Dredging

Payment shall be made for materials and Work specified in connection with excavation, offload, and transport of sediments to the disposal areas; removal, separation, and disposal of any debris encountered while dredging; and all other appropriate costs in connection therewith or incidental thereto; which shall also include all other items of cost required by the Contract for which a separate payment is not provided for herein. This Work shall be included in the applicable Contract unit price per cubic yard for Bid Item "Dredging."

5.4. Environmental Protection Measures

Payment shall be made for materials and Work specified in connection with installation and maintenance of turbidity controls; best management practices; turbidity monitoring; implementing state and federal endangered and threatened species protection conditions; implementing habitat and resource protection measures; and environmental permit compliance; and all other appropriate costs in connection therewith or incidental thereto. This Work shall be included in the applicable Contract lump sum price for Bid Item “Environmental Protection Measures.” Progress payments may be made based on the volume dredged and accepted divided by the total volume to be dredged.

TS-6.0 WORK AREA

6.1. Limits of Construction

Areas adjacent to the Work contain sensitive environmental habitats such as mangroves. The Contractor shall avoid these habitats and is responsible for environmental protection. All Work must be confined to the approximate limits of the dredge areas, disposal areas and offload site.

6.2. Security

The Contractor is permitted to exclude the public from the dredge area as necessary to perform the Work and to operate in accordance with local laws and the Contract Documents. The Contractor shall exclude the public from access to the disposal areas and offload site. Enforcement shall be the Contractor's responsibility at no additional cost to the County.

6.3. Construction Access and Staging Areas

The construction access and staging areas are shown on the Contract Plans. Alternative and or additional access and staging areas may be proposed by the Contractor. The Contractor shall construct a Soil Tracking Prevention Device in accordance with FDOT Design Standard Index No. 106 at the entrance to each construction access. The Contractor shall confine his plant, equipment and operations of personnel to areas permitted by law, ordinances, permits and the requirements of the Contract Documents, and shall not unreasonably encumber the premises with plant or equipment. The Contractor must control noise and must control wind-blown sand, silt and dust while using each area.

The Contractor is responsible for preparation and restoration of each area. The Contractor is required to submit a construction access plan and construction access restoration plan prior to its usage. The costs for, but not limited to, earthwork, grading, signage, fencing, walls, guardrails, curbing, paving, stairways, and vegetation removal and reinstallation, along with removal and installation of any other facilities are included in the lump sum price for Bid Item “Mobilization and Demobilization.” Disposal of any cleared vegetation, debris and rubbish shall be in a manner acceptable to the County. All

construction areas shall be restored to pre-construction conditions, or better as part of demobilization. Site shall be graded to prevent standing water. All permits or surveys necessary to render the construction access are solely the responsibility of the Contractor to obtain.

A pre-construction video shall be collected by the County to document the existing conditions of the construction access and staging areas prior to the Contractor accessing these areas. The Contractor is encouraged to collect their own video. A minimum of 48-hour written notice shall be provided to the County for delivery of large equipment including but not limited to dozers, graders, backhoes, loaders, and excavators; and sediment pipeline.

Procurement of additional areas shall be obtained by and at the expense of the Contractor. The Contractor is required to submit a signed agreement with the private property owner and a construction access and staging utilization and restoration plan for review and approval by the County for each additional area obtained by the Contractor prior to its usage in accordance with the Special Provisions.

6.4. Noise

The Contractor shall conduct his operations so as to comply with all Federal, State, and local laws pertaining to noise. Dredges and booster pumps used on this work shall be equipped with satisfactory mufflers or other sound abatement devices to reduce engine noise. The use of horns, the use of whistle signals, and handling of dredge pipelines shall be held to the minimum necessary in order to insure as quiet an operation as possible.

6.5. Exploration and Reports

The County completed a cursory jet probe survey within the areas to be dredged as part of the project design. These investigations were conducted in accordance with the U.S. Army Corps of Engineers, "Engineering and Design, Geotechnical Manual for Subsurface Investigations". The probes were performed by utilizing a 6-foot long jet probe to penetrate the channel bottom. Using the probe, the operator was able to detect rock depth based upon the point of refusal, at which point the probe could penetrate no further. The results of the jet probe survey are depicted on the Contract Plans. The Contractor shall make their own investigations in accordance with the General Provisions.

TS-7.0 QUALITY CONTROL

The Contractor shall establish and maintain quality control for operations under this section to assure compliance with the Contract Documents and maintain records of this quality control for materials, equipment and construction operations including, but not limited to, the following.

7.1. MEETINGS

The Contractor and quality control personnel shall attend one (1) pre-construction meeting with the County and at a minimum monthly progress meetings with the County.

7.2. PREPARATORY REVIEW

To be conducted prior to commencing Work:

- (a) Check location and conditions of the dredge areas, disposal areas, and offload site.
- (b) Present plan of action.
- (c) See that all Plant and Equipment is approved and is in satisfactory Working condition.
- (d) Check safety requirements and, particularly, public safety.
- (e) Check the site for structures that could be susceptible to damage or which would have further damage caused by the contractor's activity. The Contractor shall video tape the structures to document their pre-construction conditions. A copy of the video shall be furnished to the County.

7.3. INITIAL REVIEW

To be conducted after a representative sample of the Work is complete:

- (a) Check for proper lines, grades, and elevations.
- (b) Check finished area for proper dressing and elimination of ruts, humps and depressions.
- (c) Check any structures in the Work Area for damage by Contractor's Equipment.

7.4. FOLLOW-UP REVIEWS

To be conducted daily to assure compliance with results of initial review:

- (a) Check items mentioned in preparatory and initial review.
- (b) Damage or defects.

A copy of these records, as well as results of corrective action taken, shall be furnished to the County.

TS-8.0 BEST MANAGEMENT PRACTICES

8.1. Erosion and Turbidity Controls

Activities shall be conducted in a manner, which does not cause violations of state water quality standards. The Contractor shall implement best management practices for erosion and pollution control, including but not limited to the use of staked hay bales, turbidity barriers, and silt screens, to prevent violations of state water quality standards. Temporary erosion control shall be implemented prior to and during construction, and permanent control measures shall be completed within seven (7) days of any construction activity.

Turbidity barriers shall be installed and maintained at all locations by the Contractor where the possibility of transferring suspended solids into wetlands or surface waters exists by the authorized Work. Turbidity barriers shall remain in place at all locations and be properly maintained until construction is completed and soils are stabilized and vegetation has been established. All practices shall be in accordance with the guidelines and specifications described in the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual, FDOT, DEP (2007)*, available on the Department's website at

<http://www.dep.state.fl.us/water/nonpoint/docs/erosion/erosion-inspectors-manual.pdf>.

Following the completion of construction, the Contractor shall be responsible for the removal of the turbidity barriers and shall correct any erosion or shoaling that has the potential to cause adverse impacts to wetlands or surface waters.

Turbidity control measures shall be used throughout construction to control erosion and siltation to ensure there are no violations of state or federal water quality standards. Turbidity control measures shall be: (1) for the smallest practicable area; (2) monitored daily to ensure listed species are not entangled or trapped in the project area; (3) shall be removed promptly upon project completion and the return of water quality conditions; (4) and shall not block entry to or exit from designated critical habitat. Siltation barriers shall be made of material in which listed species cannot become entangled.

The Contractor shall conduct the Work in a manner to prevent damage to the submerged bottom (rutting, prop-scouring, and equipment sitting on the bottom) outside of the construction areas. Work in the shallow water areas shall occur during high tides to prevent damage to the submerged bottom.

In case of repeated failure on the part of the Contractor to control erosion, pollution, or siltation, the County reserves the right to employ outside assistance. Any such costs incurred, including engineering costs, will be charged to the Contractor and appropriate deductions made from one or more monthly progress estimates.

Erosion control measures shall be constructed around to prevent silt from eroding into waters of the state, public or onto private property. Such measures shall be maintained by the Contractor until the Work has been completed and accepted. The roads, canal banks, drains and other existing structures shall be protected by the Contractor to prevent damage thereof by the Contractor's operations. The Contractor shall protect existing drainage and shall be responsible for any damage resulting from the operations. Any material permitted to flow into or restrict the flow in an existing ditch or canal shall be promptly removed by the Contractor. The County may perform a post-construction survey of the canal adjacent to the disposal areas and offload site. If material is demonstrated to have silted in these waterways, caused by the Contractor failing to institute the Best Management Practices described in the Technical Specifications, the Contractor shall at their cost, remove the material and dispose of it in accordance with the procedures contained in these Specifications.

8.2. Equipment and Materials Storage

No storage of equipment or materials shall take place outside of the areas of impact as authorized by this permit. The Contractor shall ensure that no impacts to wetlands or other surface waters occur during all ingress and egress activities. Those properties adjacent to the waterways that are considered surface waters or wetlands shall be left in their natural state. These areas shall not be used for parking, equipment storage, materials storage or as a staging area for construction. These areas shall not be filled or cleared.

8.3. Protection of Structures

The Contractor shall conduct the Work in a manner that will protect the existing structures within the project area. Care shall be taken not to come within fifteen (15) feet of any existing seawall or ten (10) feet of any existing dock, boatlift, pier or similar structure. In the event the Contractor damages a structure they shall immediately report it to the County. Restoration, repair or replacement of the structure shall be at the Contractor's expense to the satisfaction of the County. Final payment shall be withheld until the repairs are made and approved by the County.

TS-9.0 DREDGING AND PIPELINE LIGHTED AIDS AND MARKING

9.1. General

Signal lights, signage, and markings shall be utilized to designate the Work Area, Pipeline Corridor, and sediment pipelines; and shall be displayed and operated in accordance with the regulations of the USCG as set forth in Commandant USCG Instruction M16672.2, Navigation Rules: International-Inland (COMDTINST M16672.2), or 33 CFR 81 Appendix A (International) and 33 CFR 84 through 33 CFR 89 (Inland), as applicable.

9.2. Relocation of Navigational Aids

Temporary removal of any navigational aids (e.g., piles, buoys, markers, signs) located within or near the areas required to be dredged or filled and any material stockpile areas shall be coordinated by Contractor with the USCG prior to removal. The Contractor shall coordinate with the County and USCG concerning the position to which the navigational aids shall be relocated. The Contractor shall not otherwise remove, change the location of, obstruct, willfully damage, make fast to, or interfere with any navigational aid. The Contractor shall notify, in writing, the County and the USCG Commander, Seventh Coast Guard District, Miami, Florida seven (7) days prior to dredging or Work adjacent to any navigational aids which shall require relocation of the aid to facilitate the Work. A copy of the notification and any USCG responses shall be provided to the County.

9.3. Dredging Aids

The Contractor shall obtain approval for all dredging aids, including but not limited to, temporary navigational aids, warning signs, buoys, and lights that are required in conducting the Work specified in this Contract. Dredging aid markers and lights shall not be colored or placed in a manner that they will obstruct or be confused with navigational aids. All dredging aids, signs, buoys, and or lights must meet USCG regulations referenced herein. The Contractor shall obtain a temporary Permit from the USCG for all buoys or dredging aid markers to be placed in the water prior to installation. The Permit application submitted to the USCG shall state the position, color, and the date to be installed and removed for all dredging aid markers. Copies of application and Permit shall be submitted to the County seven (7) days prior to commencement of dredging or sediment pipeline installation operations.

9.3.1. Installation

Lighted dredging aids to navigation shall be installed prior to any dredging equipment entering the Work Area or installation of any sediment pipeline within the Pipeline Corridor. Lighted dredging aids to navigation shall be installed at intervals required by USCG regulations referenced herein. The dredging aids to navigation shall be lighted for twenty-four (24) hour operation. The Contractor shall notify the USCG in accordance with Section TS-3.1 "Notice of Intent to Dredge." The notification shall contain maps and descriptions of lighted dredging aids to navigation for inclusion in the Local Notice to Mariners.

9.3.2. Operation and Maintenance

The Contractor shall operate and maintain all the lighted aids. If buoys are used they shall be sufficiently weighted to prevent movement by normal wave and current action and vessel wakes. The buoy arrangement shall be checked daily for missing or incorrectly positioned buoys. Dredging aids shall be checked daily for any that may be missing, damaged, incorrectly positioned, or have inoperable lighting. Dredging aids that are found to be missing, damaged, or inoperable shall be replaced within twenty-four (24) hours. Should dredging aids leave positioned locations, the Contractor shall relocate immediately.

9.3.3. Removal

The Contractor shall remove all lighted dredging aids to navigation, piles, chains, anchors, etc. from the Work Area upon completion and acceptance of the Work.

9.4. Pipeline Markers

All sediment pipeline markers must meet USCG regulations referenced herein. The Contractor shall obtain a temporary Permit from the USCG for all buoys or pile mounted markers to be placed in the water prior to installation. The Permit application shall state the position, color, date to be installed and removed for all sediment pipeline markers and be submitted to the USCG. Sediment pipeline markers and lights shall not be colored or placed in a manner that they will obstruct or be confused with navigational aids. Copies of application and Permit shall be submitted to the County seven (7) days prior to commencement of sediment pipeline installation operations.

9.4.1. Submerged Pipeline Markers

All submerged sediment pipelines installed within or crossing navigable waters shall be marked in accordance with USCG regulations referenced herein.

9.4.2. Floating Pipeline Markers

Lights shall be installed and maintained on the floating sediment pipeline in accordance with USCG regulations referenced herein.

9.4.3. Installation

The sediment pipeline markers shall be lighted for twenty-four (24) hour operation. The Contractor shall notify the USCG as specified in Section TS-3.1 “Notice of Intent to Dredge.” The notification shall contain maps and descriptions of lighted sediment pipeline markers inclusion in the Local Notice to Mariners.

9.4.4. Operation and Maintenance

The Contractor shall operate and maintain all the sediment pipeline markers. Sediment pipeline markers shall be checked daily for any that may be missing, damaged, incorrectly positioned, or have inoperable lighting. Missing, damaged, or inoperable markers shall be replaced within twenty-four (24) hours. Should markers leave positioned locations, the Contractor shall relocate immediately.

9.4.5. Removal

The Contractor shall remove all sediment pipeline markers, piles, chains, anchors, etc. from the Work Area upon completion of dredge and disposal Work.

9.5. Measurement and Payment

All costs incurred by the Contractor to install, maintain, and remove all dredging and sediment pipeline lighted aids and marking shall be included in Bid Item No. 1 “Mobilization and Demobilization”.

TS-10.0 PIPELINE CORRIDOR

10.1. General

For hydraulic dredge methods, the Pipeline Corridor is defined as the Work Area for sediment pipeline installation and operation between the dredge and disposal areas, and for equipment anchoring. Prior to construction, the Contractor shall provide the County with their Pipeline Corridor plan including alignment, width, and approximate bottom depths referenced to NAVD88 for review and approval. No Plant and Equipment may operate outside the Pipeline Corridor. There shall be no bottom disturbing activity, including anchoring or spudding, outside of the approved limits. Excess Plant and Materials shall not be stored within the Pipeline Corridor limits.

10.2. Sediment Pipeline Installation

The sediment pipeline shall be placed within the limits of the Pipeline Corridor. No excavation or trenching is permitted in the installation of the sediment pipeline. The sediment pipeline shall be marked in accordance with Section TS-9.4 “Pipeline Markers” at all times in accordance with USCG regulations. In the event the Contractor elects to submerge his pipeline, the pipeline shall rest on the bottom, and the top of the submerged pipeline and any anchor securing the submerged pipeline shall be no higher than the project depth in which the submerged pipeline is placed. Should the Contractor elect to use a pipeline material which is buoyant or semi-buoyant, such as HDPE pipe or similar low-density materials, the Contractor shall securely

anchor the pipeline to prevent the pipeline from lifting off the bottom under any conditions. Should any portion of the sediment pipeline not rest on the bottom, it will be considered a floating pipeline and shall be required to be made visible on the water's surface and clearly marked. In no case shall the pipeline be allowed to fluctuate between the surface and the bottom, or lie partly submerged.

10.3. OPERATION AND MAINTENANCE

The Pipeline Corridor shall be visually inspected by the Contractor daily during period of active pump-out operations for signs of slicks, plumes, boils, or other surface anomalies that would indicate leaks, seepage, ruptures, or failures. The Contractor shall report the results of the inspections and indicate all occurrences in the Contractor's Daily Progress Report. All leaks shall be promptly repaired, and dredging operations shall be suspended until complete repair has been made to the satisfaction of the County. The Contractor will transport the County to the leak repair site for visual observation if so requested by the County. Failure to repair leaks or change the method of operation which is resulting in significant leakage will result in suspension of dredging operations and require prompt repair or change of operation to prevent leakage as a prerequisite to the resumption of dredging. Suspension of dredging due to a leak shall not be a basis of claim for additional cost or time. Significant leakage shall be defined as such that it exceeds turbidity and water quality standards or results in loss of material as may be considered significant by the County.

10.4. Restoration of Damages

The Contractor will be responsible for the restoration of any damages caused by unpermitted, unapproved, and/or careless operation during construction. Restoration activities are subject to review and approval by the County and DEP. All restoration activities shall be at the expense of the Contractor and will be performed at the discretion and direction of the County. The Contractor will be required to compensate the County for any costs, fines or other expenses incurred by the County related to permit violations. Compensation will be in the form of a deduction from any payment due or to become due to the Contractor or may be recovered under the Contractor's bond.

10.5. Measurement and Payment

All costs incurred by the Contractor for the placement, maintenance, and removal of the sediment pipeline shall be included in Bid Item No. 1 "Mobilization and Demobilization".

TS-11.0 EXCAVATION AND DISPOSAL

11.1. General

The Work has been divided into two dredge areas. Each Work Area must be completed, surveyed, and accepted by the County prior the Contractor commencing the next dredge area. All excavation shall be performed within the Work area as depicted on the Contract Plans and Permits. All excavation shall be performed in a uniform and continuous manner so as to avoid creating multiple holes, valleys, or ridges within each Work area. If any material is deposited other than in places designated or approved, the Contractor may be required to remove such misplaced material and redeposit it where directed by the County at the Contractor's expense.

Should debris be encountered during excavation, the Contractor shall remove the debris and dispose of it in accordance with local, State and Federal regulations.

11.2. Anchoring

If a technique is used for the Work that requires anchoring of barges within the Contractor's Work area, either within the dredge footprint or at the disposal area or offload site, only barges using spud-type anchoring or anchoring to driven piles shall be allowed. Anchoring shall be in sandy areas only. No anchoring shall be allowed outside of the approved Work area. If pilings are used for anchorage, the pilings shall be well marked and removed in their entirety upon completion of the Contractor's operations.

11.3. Nonconforming Work

No excavation shall occur below the permitted dredging depth or outside the permitted dredging limits defined in the Contract Plans and Permits. This provision does not apply to the slopes of the dredge cut; that is, the Contractor will not be held responsible for sediment running from outside the dredging area when they are excavating at an edge of a dredging area. Material that is obtained from unpermitted areas will not be paid for under the County. Excavation in such an area is a violation of Permits for this Work.

11.4. Dredging Methodology

The method of excavating and transporting the sediments from the dredge areas to the disposal areas or offload site shall be done either utilizing mechanical or hydraulic methods subject to the conditions stipulated in the Permits. State and Federal turbidity and water quality standards shall be met.

A dredge tolerance of 0.2 feet above and 0.2 feet below grade for sediment removal will be allowed for acceptance of the Work. The County may require over dredged areas below the tolerance to be backfilled with sediment that was removed as part of the Work provided it is clean, free of rock and any deleterious substances prior to acceptance of the Work. The Contractor will only be paid for the sediment removed within the design template.

For mechanical methods, the dredging shall be conducted utilizing a clamshell or excavator and a self-contained spoil storage bin. Barges shall be watertight to prevent return waters during the transport process. A closed bucket shall transfer spoil over the turbidity controls and onto the uplands. Any remaining spoil water shall be transferred onto the uplands and not discharged into the waterway.

If dredging occurs by hydraulic means, the spoil material shall be pumped to Disposal Area 1. The development of a leak shall be promptly repaired, and the dredge shall be shut down until completed repair has been made to the satisfaction of the County. Failure to repair leaks or change the method of operations will result in suspension of dredging operations. The Contractor shall provide and maintain barricades, warning signals, and a flagman to insure public safety in the vicinity of the pumpout operations.

As indicated by the jet probe survey results, rock exists within the dredge areas. Loose rock located within the authorized footprint shall be removed; however solid rock layers or rock

removal resulting in excavation below the authorized depth is not required. The Contractor shall notify the County within one business day when rock is encountered outside of the areas depicted on the Contract Plans so the County may confirm the presence of same. The Contractor shall record the locations of rock on their Daily Report.

11.5. Dredge Area 1 Resweep

In recognition of the changes anticipated to occur during construction, the County may elect to have the Contractor conduct a resweep of Dredge Area 1 from Stations 99+00 to 103+00 after the Contractor completes Dredge Area 2 and while the Contractor's Plant and Equipment are mobilized and actively working. The County shall perform a second post-construction survey of Dredge Area 1 between Stations 99+00 to 103+00. If the results of this survey indicate sloughing or infilling, at the County's sole discretion, the County may exercise the option of executing this optional bid item. The sediment shall be dredged and transported to Disposal Area 1 in accordance with these Specifications. Upon completion of the resweep, the County shall conduct the final post-construction survey of Dredge Area 1. The basis of measurement will be the second post-construction cross sections and the final post-construction cross sections. The County's decision to not exercise the option of executing the optional bid item shall not be a basis of claim for additional costs or time.

TS-12.0 DISPOSAL AREAS AND OFFLOAD SITE

12.1. General

Three disposal areas and one temporary offload site are provided for use by the Contractor as shown on the Contract Plans. The disposal areas shall be constructed as a self-contained upland disposal sites. The areas shall be cleared and grubbed as specified herein. Any deviations from these Specifications must receive approval by the County prior to starting the Work.

All material excavated from the dredge areas shall be transported to, deposited, dewatered, graded and / or stockpiled within the limits as shown on the Contract Plans. Upon completion of the Work, the areas shall be restored as specified herein. All permits or surveys necessary to render the areas usable are solely the responsibility of the Contractor to obtain.

Stabilization measures shall be initiated for erosion and sediment control on disturbed areas as soon as practicable in portions of the areas where construction activities have temporarily or permanently ceased, but in no case more than seven (7) days after the construction activity in that portion of the area has temporarily or permanently ceased.

12.2. Clearing and Grubbing

Clearing and grubbing shall consist of the complete removal and disposal of all timber, brush, stumps, roots, grass, weeds, rubbish and all other obstructions resting on or protruding through the ground surface. In cut areas, all stumps, roots, and other debris shall be removed. In areas outside the grading limits, stumps and roots may be cut flush with the ground in lieu of being removed. All loose boulders and debris lying on the ground shall also be removed and disposed of by the Contractor. All existing structures and property obstructions, whether noted on the Contract Plans or not, are to remain in place, such as buildings, sewers, drains, water or gas pipes, conduits, poles, walls, posts, bridges, etc., and are to be carefully protected from damage

and are not to be displaced except as might be directed by the County for unusual cases. Timber, stumps, brush, roots, rubbish, and other objectionable material resulting from clearing and grubbing shall be disposed of by the Contractor at an approved site and by methods approved by the County, subject to applicable laws, ordinances and/or regulations, and shall be done at locations where trees and shrubs outside the limits of clearing will not be injured. Burning of such materials is not permitted on this project. Waterways shall not be blocked by the disposal of debris.

12.3. Disposal Area 1

Disposal Area 1 shall serve as the temporary offload site for Dredge Area 1, and if desired by the Contractor, may serve as the temporary offload site for Dredge Area 2. Disposal Area 1 shall serve as the primary permanent disposal site for Dredge Area 1. The Contractor shall work cooperatively with the County and property owner with respect to final grading and providing smooth transitions and slopes to the boat ramp, adjacent properties, and right-of-way. The Contractor shall implement best management practices to protect the sensitive habitats adjacent to this area during all Work.

12.4. Temporary Offload Site

The Temporary Offload Site may be utilized for Dredge Area 2 subject to completion of all Work for excavating Dredge Area 2, offloading sediment onto the site, site restoration, and acceptance by September 1, 2018. The Contractor shall work cooperatively with the County and property owner to restore the site and provide crushed shell for up to four trailer spaces. The Contractor shall implement best management practices to protect the utilities for the trailer park within this area during all Work. Exotic vegetation may be removed along the shoreline to enable access from the canal to the uplands.

12.5. Disposal Areas 2 and 3

Disposal Area 2 shall serve as the permanent disposal site for Dredge Area 2. Disposal Area 3 shall serve as the second permanent disposal site for Dredge Area 1. The Contractor shall truck and place the sediment in accordance with these Specifications. The Contractor shall implement best management practices to protect the waterway and railroad right-of-way adjacent to these areas during all Work.

If the Contractor elects to provide an alternate site for permanent disposal of the sediment in lieu of Disposal Areas 2 and 3, it shall be obtained by and at the expense of the Contractor in accordance with the Special Provisions. The Contractor is required to submit a signed agreement with the property owner, along with the site preparation, operation and restoration plan for review and approval by the County for an alternate site obtained by the Contractor prior to its usage. The Contractor shall construct a Soil Tracking Prevention Device in accordance with FDOT Design Standard Index No. 106 at the entrance to the alternate site.

12.6. Construction

Dike construction shall consist of excavating in-situ material or importing suitable material subject to review and approval by the County to construct a perimeter dike. The dike shall be constructed starting as the toe of the outer slope of the dike, maintaining appropriate side slopes to crown elevation, then minimum crown width, then maintaining appropriate side slopes to the interior toe that provides a uniform dike around the entire perimeter of the disposal area. The dike shall be stabilized as necessary to prevent breaches during construction.

The Contractor shall, immediately upon completion to the required section of the dikes, notify the County so that field observation and acceptance can be made before any water or dredged material is placed in the disposal area. Upon acceptance of the dike to the required section, the Contractor may begin placing dredged material in the disposal area. As material is deposited, Work shall be scheduled to ensure that the berm will not be overtopped. If the containment cell approaches capacity, excavation shall be stopped as necessary to allow removal or reworking of material and cell dewatering.

Staked silt fencing shall be placed landward of the top of the bank around the perimeter of the toe of the dike and / or stockpiles. Staked hay bales shall also be installed along the toe of the dike and / or stockpiles along the waterway.

12.7. Maintenance

The Contractor shall maintain all dikes through the date they are no longer required for disposal operations and have been leveled to final site grades. The Contractor shall immediately repair these dikes as required to retain the spoil at all times. The Contractor shall take precautions necessary to prevent breaching or overtopping of the dike by dredged material and water, and shall be immediately and fully responsible for dike repairs and any delays or remedial measures necessary, should damage to the dike occur. Maintenance of dikes shall include repair for erosion and all other damages.

The project will be constructed during hurricane season. In the event of a major storm event, the Contractor is responsible to prepare the areas in accordance with their Quality Control Plan.

As indicated above, it is the Contractor's responsibility to maintain the dikes, prevent breaching of the dikes, and to prevent run-off into the adjacent lands and surrounding waters. Pre- and post-construction surveys may be performed by the County to determine if any siltation occurred from the Contractor's operation. In the event it is determined by the County that the Contractor failed to implement the Best Management Practices specified in the Technical Specifications, the Contractor shall restore the adjacent lands and surrounding waters at the Contractor's expense.

12.8. Operations

Dredged materials shall not be placed higher than one (1) foot below the crown of the dike. Material shall be mounded toward the center of the areas.

The Contractor shall provide, install, and maintain internal weirs, culverts, risers, or other acceptable means of allowing transfer of dredge effluent from one internal spoil settling basin to another. It is the responsibility of the Contractor to maintain the integrity of the dike and

effluent transfer system and prevent leakage of dredge effluent into State waters. The material contains organics and may or may not have odors. It is the responsibility of the Contractor to minimize or avoid odors by rapid dewatering and drying once dredge excavation has been curtailed for a duration exceeding 48 hours. The Contractor shall use wicking, mixing with clean native material, or other techniques approved by the County to speed dewatering and reduce odors.

The Contractor shall be responsible for ensuring that control devices for return flow and best management practices for erosion and sediment control are utilized to prevent bank erosion and scouring and to prevent turbidity, dredged material, and toxic or deleterious substances from discharging into adjacent waters during dredging. The Contractor is responsible for containing turbidity associated with all Work at the disposal areas and offload site.

12.9. Site Restoration

Upon completion and acceptance of all the dredge areas and removal of all materials to the permanent disposal areas, the Contractor shall restore the areas in accordance with the Special Provisions and Technical Specifications.

The Contractor shall restore the areas to a condition equal to or better than its condition prior to construction. All trees and/or shrubbery that were not authorized by the County for removal shall be replaced by the Contractor at the Contractor's expense. Any utilities that are damaged shall be replaced or repaired by the Contractor at the Contractor's expense.

The Contractor shall level the dikes, grade the site to eliminate ruts and humps, and create positive uniform run-off. The Contractor shall remove and properly dispose of the stabilization measures.

The Contractor is responsible for sodding of all cleared or disturbed areas. The Contractor is also responsible for watering and nurturing until grasses are fully established and approved by the County. The preferred species shall be bahia grass (*Paspalum notatum*). Grass shall be watered as necessary and 80 percent growth is required, also as determined by the County. If the Contractor cannot establish 80 percent grass growth within 60 days, as determined by the County, then the Contractor shall sod the entire cleared area. Sod shall be watered as necessary and 80 percent growth is required after 60 days, also as determined by the County.

TS-13.0 TRUCKING

A portion of the dredged sediment from Dredge Area 1 shall be transported by the Contractor in self-contained trucks for permanent disposal on Disposal Area 3. The dredged sediment from Dredge Area 2 shall be transported by the Contractor in self-contained trucks for permanent disposal on Disposal Area 2. The Contractor shall bear all responsibilities of transfer, handling, hauling, placement, and grading. Material transported by vehicle must be substantially de-watered by the Contractor prior to transport to avoid spilling haul contents on roadways and vehicles. In the event of a dispute regarding water content, the "paint filter" test will be used to determine whether material has been sufficiently de-watered. In all instances, trucks used to haul dredged material shall be sealed to prevent the escape of fugitive material during transport.

The Contractor that performs the Work shall comply with legal load restrictions when hauling materials on roads beyond the project area. Special limits do not relieve the Contractor of liability for damages resulting from moving materials or equipment. The operation of equipment of such weight or so loaded as to cause damage to structures of the roadway or to any other type of construction is not permitted. The Contractor shall be responsible for repairing all damage done by loading and hauling equipment.

TS-14.0 ENVIRONMENTAL PROTECTION

14.1. General

For the purpose of this specification, environmental protection is defined as the retention of the environment in its natural state to the greatest possible extent during project construction and to enhance the natural appearance in its final condition. Environmental protection requires consideration of air, water, and land, and involves noise, solid waste-management as well as other pollutants. In order to prevent any environmental pollution arising from the construction activities in the performance of this Contract, the Contractor and their Subcontractors shall comply with all applicable Federal, State and local laws and regulations concerning environmental pollution control and abatement.

14.1.1. Subcontractors

Compliance with the provisions of this section by Subcontractors will be the responsibility of the Contractor.

14.1.2. Landscape Protection

The environmental resources within the project area and those affected outside the limits of permanent Work under this Contract shall be protected during the entire period of this Contract. The Contractor shall confine their activities to areas defined by the Contract Documents.

Prior to the beginning of any construction, the Contractor shall identify all land resources to be preserved within the Contractor's Work area. The Contractor shall not remove, cut, deface, injure, or destroy land resources, including trees, shrubs, vines, grasses, top soil, and land forms without special permission from the County. Trees damaged beyond restoration shall be removed and disposed of by the Contractor in a manner approved by the County. Trees that are to be removed because of damage shall be replaced at the Contractor's expense by nursery-grown trees of the same species or a species approved by the County. The size and quality of nursery-grown trees shall also be approved by the County. No ropes, cables, or guys shall be fastened to or attached to any trees for anchorage unless specifically authorized. Where such special emergency use is permitted, the Contractor shall provide effective protection for land and vegetation resources at all times.

Prior to any construction, the Contractor shall mark the areas that are not required to accomplish all Work to be performed under this Contract. Isolated areas within the general Work area which are to be saved and protected shall also be marked or fenced. The Contractor shall protect from damage all existing trees designated to remain and protect tree roots from noxious materials in solution caused by run-off or spillage. No materials, trailers, or equipment shall be stored within the dripline of any protected tree. Survey monuments and markers shall be

protected before construction operations commence. The Contractor shall convey to their personnel the purpose of marking and/or protection of all necessary objects.

Trees and their roots, shrubs, vines, grasses, landforms, and other landscape features indicated and defined on the Contract Plans to be preserved shall be clearly identified and protected by fencing or any other approved techniques. The Contractor shall place tree protection fencing before excavation or grading is begun and maintain in place until construction is complete; remove branches of protected trees, if required, to clear for construction and extend pruning operation to restore the natural shape of the entire tree; cut branches or roots, if required, with sharp pruning instruments, (do not break or chop); and repair any damage to tree crowns or roots promptly after damage occurs.

14.1.3. Location of Storage Facilities

The Contractor's storage areas required in the performance of the Work shall be located upon existing cleared portions of the job site or areas to be cleared and shall require written approval of the County. The Contractor shall not store oil or fuel on-site, or equipment that is not required for the daily construction activities. A metal pan with sides a minimum of four (4) inches high shall be placed under the equipment or adjacent area during refueling. The pan shall have a capacity equal to the capacity of the gas cans used and catch any spills or leaks during the refueling activity. Fuel caught in the pan shall be contained and either transported off-site or used in the equipment. Under no condition shall the material be discharged on-site or into adjacent waters.

14.1.4. Post-Construction Cleanup or Obliteration

The Contractor shall obliterate all signs of construction Work areas, waste materials, or any other vestiges of construction as directed by County. The Work areas shall be restored by the Contractor to near natural conditions.

14.1.5. Spillage

Special measures shall be taken by the Contractor to prevent bilge pump discharge, chemicals, fuels, oils, greases, bituminous materials, waste, herbicides and insecticides, or other effluents from entering public waters.

14.1.6. Disposal

Disposal of any materials, wastes, effluent, trash, garbage, oil, grease, chemicals, etc., in areas adjacent to streams or other waters of the State shall not be permitted. If any waste material is dumped in unauthorized areas, the Contractor shall remove the material and restore the area to the original condition before being disturbed. If necessary, contaminated ground shall be excavated, disposed of in an approved off-site facility, then replaced with suitable fill material, compacted and finished with topsoil and planted as required to re-establish vegetation by the Contractor at the Contractor's expense as directed by the County.

14.2. Threatened and Endangered Species

In order to ensure that threatened and endangered Species are not adversely affected by the construction activities, the Contractor shall comply with the standard Protection Conditions for Construction as required by the Permits including but not limited to marine mammals Indigo snake, and smalltooth sawfish.

14.3. Gopher Tortoises

Some upland sites may have Gopher Tortoises located on them. It is the responsibility of the Contractor to conduct surveys, obtain permits and apply protection measures prior to use, clearing, or construction if needed. A copy of any permits needed for use of the upland sites needs to be furnished to the County prior to implementation.

TS-15.0 Misplaced Material

Should the Contractor, during the progress of the Work, loose, dump, throw overboard, sink, or misplace any material, plant, or equipment, which in the opinion of the County may be dangerous to, or obstruct navigation, 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 U.S. Coast Guard, County and when required, shall mark or buoy such obstructions until the same are removed. In the event of refusal, neglect, or delay in compliance with the above requirements, such obstructions may be removed by the County, 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 Contractor's bond.

End of Technical Specifications

This Instrument Prepared By:

Lee County Division of Natural Resources
PO Box 398
Fort Myers, Florida 33902

Strap Number: 06-46-25-00-00014.0000

THIS SPACE RESERVED FOR RECORDING

EXHIBIT 1:
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("*Temporary Easement*") is given this ____ day of _____ 2018, by **Wilder Corporation of Delaware**, a Delaware Corporation, whose mailing address is c/o 2536 Countryside Boulevard, Clearwater, Florida 33763 ("*Grantor*") to **Lee County**, a political subdivision of the State of Florida, whose address is P. O. Box 398, Fort Myers, FL 33902 (the "*County*" or "*Grantee*"), the foregoing may be referred to collectively as the "*Parties*."

Recitals

WHEREAS, the Grantor is the owner of certain real property in Lee County, Florida, located at 16800 South Tamiami Trail, Fort Myers, Florida, being more particularly described in the Warranty Deed of American Diversified Capital Corporation to Wilder Corporation of Delaware, the Grantor herein, dated December 21, 1983, and recorded in the Public Records of Lee County, Florida, on December 29, 1983, in Official Records (O.R.) Book 1704, Page 1909, which description is incorporated herein by reference (the "*Property*"); and

WHEREAS, the Property abuts the east side of Ten Mile Canal, a drainage facility for which the County seeks to perform certain maintenance, including but not limited to the dredging and removal of spoil; and

WHEREAS, the Grantor will permit the County to use a portion of their Property to facilitate the removal and disposition of spoil material removed from Ten Mile Canal under the terms appearing below.

NOW THEREFORE, in consideration of the payment of One and xx/100 Dollars (\$1.00), the foregoing and other good and valuable consideration paid, the sufficiency and receipt of which is hereby acknowledged, the Parties hereto agree as follows:

1. The above recitals are accepted as true and correct and are hereby incorporated into this Temporary Easement as though fully set forth below.

C5b
03-21-1990

EXHIBIT 1:
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (CONTINUED)

2. The Grantor does hereby grant the County, its staff, contractors, agents or assigns a temporary easement on/over the Property for the purpose of ingress and egress by workers, machinery and vehicles for use as a temporary disposal area for dredged material, together with the right to move, store and remove equipment and supplies on the Property, and to perform any other work necessary and incident to the maintenance dredging of 10 Mile Canal; however, reserving to the Grantor, their successors and assigns, all such rights and privileges as may be used without interfering with or abridging the rights of the easement given herein.
3. This Temporary Easement will be for the period beginning as of the date first written above, and ending September 1, unless extended in writing by the Parties hereto.
4. The County and agrees as follows:
 - a. The County will employ or otherwise engage and utilize only licensed and insured contractors for work done on the Property; and
 - b. To restore the Property to its original condition, as may be reasonably practicable, including placing crushed shell, hydroseed or sod, and applying water to re-establish grass, signifying the completion of this project; and
 - c. Providing appropriate security on the site to protect and safeguard all construction work and materials, and remain in compliance with all applicable regulations
5. The Grantor herein covenants that, subject to existing easements for public roads and highways, public utilities, railroads, and pipelines, they are lawfully seized and possessed of the Property have good and lawful right and power to convey the easement contained in this Temporary Easement and, accordingly, will forever defend the right, title and terms of this Temporary Easement Agreement and the quiet possession thereof by the County against all claims and demands of all other entities.
6. Upon the full execution of this Temporary Easement, the Parties agree that in the event it is necessary to enforce the terms, provisions and conditions of this Temporary Easement, the prevailing party may be entitled to recover the costs thereof, including a reasonable attorney's fee.
7. The parties recite and agree that neither this Temporary Easement, nor any portion hereof will be recorded in the Public Records of Lee County, Florida unless the Parties hereto agree in writing.
8. This Temporary Easement is intended to run with the land and will be binding upon the Parties hereto, their successors and assigns.

EXHIBIT 1:
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (CONTINUED)

IN WITNESS WHEREOF, the Grantor herein has caused the foregoing to be executed intending to be bound as of the date and year first above written.

Wilder Corporation of Delaware

[1st Witness' Signature]

[Type or print name]

[2nd Witness' Signature]

[Type or print name]

[Signature]

[Type or print name]

President/Vice-President
[Indicate title]

STATE OF _____
COUNTY OF _____

The foregoing was acknowledged before me this ____ day of _____, 2018, by _____, the President/Vice-President of Wilder Corporation of Delaware, on behalf of the Corporation, who is personally known to me or who has produced the following as identification _____.

Notary Public
[Affix stamp/seal]

EXHIBIT 1:
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (CONTINUED)

Approved and accepted for and on behalf of Lee County, Florida, the date and year first written above.

COUNTY MANAGER or
ASSISTANT COUNTY MANAGER,
ON BEHALF OF THE BOARD OF
COUNTY COMMISSIONERS OF
LEE COUNTY, FLORIDA

By: _____
[Signature]

[Type or print name]
County Manager / Assistant County Manager

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

By: _____
Lee County Attorney's Office

(061117/1055)

This Instrument Prepared By:

Lee County Division of Natural Resources
PO Box 398
Fort Myers, Florida 33902

Strap Number: 18-46-25-00-00023.0030

THIS SPACE RESERVED FOR RECORDING

EXHIBIT 2:
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("*Temporary Easement*") is given this ____ day of _____ 2018, by **Stephen Ruffino, Sr.**, whose mailing address is 18446 Pioneer Road, Fort Myers, Florida 33908 ("*Grantor*") to **Lee County**, a political subdivision of the State of Florida, whose address is P. O. Box 398, Fort Myers, FL 33902 (the "*County*" or "*Grantee*"), the foregoing may be referred to collectively as the "*Parties*."

Recitals

WHEREAS, the Grantor is the owner of certain real property in Lee County, Florida, located at 18476 Pioneer Road, Fort Myers, Florida, being more particularly described in the Warranty Deed of Buffi Singletary, a/k/a Buffy Singletary, individually and as Trustee of the Ralph James Williams Revocable Trust to Stephen Ruffino, Sr., the Grantor herein, dated March 30, 2015, and recorded in the Public Records of Lee County, Florida, on April 9, 2015, in Instrument Number 2015000075254, which description is incorporated herein by reference (the "*Property*"); and

WHEREAS, the Property abuts the east side of Ten Mile Canal, a drainage facility for which the County seeks to perform certain maintenance, including but not limited to the dredging and removal of spoil; and

WHEREAS, the Grantor will permit the County to use a portion of their Property to facilitate the removal and disposition of spoil material removed from Ten Mile Canal under the terms appearing below.

NOW THEREFORE, in consideration of the payment of One and xx/100 Dollars (\$1.00), the foregoing and other good and valuable consideration paid, the sufficiency and receipt of which is hereby acknowledged, the Parties hereto agree as follows:

9. The above recitals are accepted as true and correct and are hereby incorporated into this Temporary Easement as though fully set forth below.

C5b
O3-21-1990

EXHIBIT 2:
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (CONTINUED)

10. The Grantor does hereby grant the County, its staff, contractors, agents or assigns a temporary easement on/over the Property for the purpose of ingress and egress by workers, machinery and vehicles for use as a temporary disposal area for dredged material, together with the right to move, store and remove equipment and supplies on the Property, and to perform any other work necessary and incident to the maintenance dredging of 10 Mile Canal; however, reserving to the Grantor, their successors and assigns, all such rights and privileges as may be used without interfering with or abridging the rights of the easement given herein.
11. This Temporary Easement will be for the period beginning as of the date first written above, and ending six months thereafter, unless extended in writing by the Parties hereto.
12. The County and agrees as follows:
- d. The County will employ or otherwise engage and utilize only licensed and insured contractors for work done on the Property; and
 - e. To restore the Property to its original condition, as may be reasonably practicable, including hydroseed or sod, and applying water to re-establish grass, signifying the completion of this project; and
 - f. Providing appropriate security on the site to protect and safeguard all construction work and materials, and remain in compliance with all applicable regulations
13. The Grantor herein covenants that, subject to existing easements for public roads and highways, public utilities, railroads, and pipelines, they are lawfully seized and possessed of the Property have good and lawful right and power to convey the easement contained in this Temporary Easement and, accordingly, will forever defend the right, title and terms of this Temporary Easement Agreement and the quiet possession thereof by the County against all claims and demands of all other entities.
14. Upon the full execution of this Temporary Easement, the Parties agree that in the event it is necessary to enforce the terms, provisions and conditions of this Temporary Easement, the prevailing party may be entitled to recover the costs thereof, including a reasonable attorney's fee.
15. The parties recite and agree that neither this Temporary Easement, nor any portion hereof will be recorded in the Public Records of Lee County, Florida unless the Parties hereto agree in writing.
16. This Temporary Easement is intended to run with the land and will be binding upon the Parties hereto, their successors and assigns.

EXHIBIT 2:
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (CONTINUED)

IN WITNESS WHEREOF, the Grantor herein has caused the foregoing to be executed intending to be bound as of the date and year first above written.

[1st Witness' Signature]

[Type or print name]

[Signature]

Stephen Ruffino, Sr.

[2nd Witness' Signature]

[Type or print name]

STATE OF _____
COUNTY OF _____

The foregoing was acknowledged before me this ____ day of _____,
2018, by Stephen Ruffino, Sr., who is personally known to me or who has produced the following
as identification _____.

Notary Public
[Affix stamp/seal]

EXHIBIT 2:
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (CONTINUED)

Approved and accepted for and on behalf of Lee County, Florida, the date and year first written above.

COUNTY MANAGER or
ASSISTANT COUNTY MANAGER,
ON BEHALF OF THE BOARD OF
COUNTY COMMISSIONERS OF
LEE COUNTY, FLORIDA

By: _____
[Signature]

[Type or print name]
County Manager / Assistant County Manager

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

By: _____
Lee County Attorney's Office

(061117/1055)

EXHIBIT 3
QUALITY ASSURANCE/QUALITY CONTROL PLAN

DSR NO. LEE-IRMA-025

JULY 27, 2018

Lee County Natural Resources Division

TEN MILE CREEK SEDIMENT REMOVAL

A. QUALITY CONTROL PLAN

The Contract Documents shall incorporate the following technical requirements, or equivalent language that addresses the location of dredging, and, if necessary, remedial actions. The COUNTY will seek to enforce these contract requirements during the execution of work.

1. Positioning and Dredge Depth Monitoring Equipment. The CONTRACTOR will continuously operate equipment in a manner that monitors the excavation location(s) and depth(s). The horizontal positioning will maintain an accuracy of +/- 3.0 feet. The vertical positioning will maintain a vertical accuracy of +/-0.5 feet with continuous applicable tidal corrections measured at the Project site.

2. Dredge Location Control. The CONTRACTOR is required to accurately track and report the position of the dredge. Such reports will be furnished to the COUNTY's On-Site Representative daily as part of the QC Reports. No dredging will take place outside of the removal area limits (horizontal and vertical limits) as shown on the Drawings.

The County shall set two temporary benchmarks concurrent with the commencement of construction. The County shall provide the Contractor with the stationing and limits of Work in digital format prior to commencement of construction. The Contractor shall be responsible for all measurements that may be required for the execution of the Work to the location and limit marks prescribed in the Technical Specifications or on the Contract Plans, subject to such modifications as the County may require to meet changed conditions or as a result of necessary modifications to the Contract Work.

The County shall perform one construction stake-out for each dredge area as follows. Install PVC pipes at approximate 100 ft stations and points of inflection along one side of the dredge template, at an offset to be determined in conjunction with the Contractor. Stake-outs in excess the two specified herein shall be at the expense of the Contractor, at a cost of \$3,200 per Work area.

The Contractor shall furnish, at their own expense, such stakes, templates, platforms, equipment, tools and material, and all labor as may be required to maintain the layout of the Work from the control data until the dredging has been approved by the County. The County may require that Work be suspended at any time when the location and limit marks are not reasonably adequate to permit checking of the Work. Suspension of the Work for this reason shall not serve as a basis of claim by the Contractor for an increase in price or time. Any stakes used shall be made of proper materials that can and shall be pulled and completely removed intact after the dredging has been accepted by the County. Grade stakes shall be flagged to increase visibility.

3. Dredging Observation. The CONTRACTOR will be responsible for establishing such control as may be necessary to insure that the allowable excavation depths and spatial limits are not exceeded.

The County shall conduct the surveys to determine the quantities of Work performed. It is the responsibility of the Contractor to be present during each survey. In general, surveys shall be conducted at 50-foot intervals, baseline station points of intersection (PI's), and beginning and end stations of dredge limits as depicted on the Contract Plans. Surveys of channel centerlines may also be conducted.

The pre-construction cross sections shown on the Contract Plans are the basis of comparison for computing completed Work for payment. The excavation volumes shall be calculated using a Triangulated Irregular Network surface to surface comparison method (Civil3D or Hypack).

The County shall conduct one post-construction survey for each dredge area and to determine compliance with the Contract Documents. The Contractor shall make his own inspection of each Work area to ensure it is ready for acceptance. The Contractor shall notify the County in writing of readiness for surveying. The Contractor shall be responsible for maintaining the design elevations until the post-construction survey and acceptance by the County and ENGINEER. The County shall perform the survey of each Work area within three business days of receipt of such written notification. If the County is prevented from surveying the Work by weather, the Work shall not be deemed accepted until surveying can safely be performed and is found to be in accordance with the Contract Documents.

The design elevations must be complied with. If surveys find material within any portion of the Work which requires re-dredging, re-survey of the Work after re-dredging shall be at the expense of the Contractor, at a cost of \$4,000 per Work area, which shall be deducted from the amount due the Contractor.

4. Excavation Requirements. The CONTRACTOR will excavate within the approved boundaries and maximum depths of the removal area(s) as delineated on the Drawings in a uniform and continuous manner. If directed by the COUNTY or ENGINEER, the CONTRACTOR will change the location and/or depth of excavation within the removal area limits.

No effluent shall be discharged into the waters of the state from the approved staging, access and offload area. Best management practices for erosion and turbidity control including but not limited to the use of staked hay bales, turbidity barriers, and silt screens, shall be used and maintained at the approved staging, access and offload area as necessary at all times during dredging activities

5. Transporting Materials to the Offsite Upland Disposal Area(s). The CONTRACTOR shall ensure all vehicles and equipment used to transport material to the offsite upland disposal area are properly maintained. Materials shall be secured within the transporting apparatus and shall not be allowed to spill while in route to the offsite upland disposal area. The CONTRACTOR shall immediately clean any and all spilled material from the roadway, or public or private property. The materials shall be maintained by the CONTRACTOR until disposal at the offsite upland disposal area. No stockpiling between the approved staging, access and offload area and offsite upland disposal area shall be allowed. The CONTRACTOR shall promptly make all necessary repairs or modifications to prevent future spillage from occurring. The upland disposal area will be managed by Lee County Department of Transportation (LDOT). This area is used for staging and construction for LDOT projects.

B. QUALITY ASSURANCE PLAN

The COUNTY will seek to enforce the Construction Contract, Technical Specifications, and all related permits and NRCS requirements. In order to do so, the following steps shall be followed:

1. **Construction Observation.** Construction observation by the COUNTY's On-Site Representative will be performed routinely. Most observations will be conducted during daylight hours; however, random nighttime observations shall be conducted.
2. **On-Site Representative.** The COUNTY will provide on-site observation by individuals with training or experience in beach nourishment and construction observation, and who are knowledgeable of the Project design and permit conditions. The Project Engineer, a qualified coastal engineer, will actively coordinate with the COUNTY's On-Site Representative, who may be an employee or sub-contractor of the COUNTY or the ENGINEER. Communications will take place between the ENGINEER and the COUNTY's On-Site Representative on a daily basis.
3. **Pre-Construction Meeting.** The Project QA/QC Plan will be discussed as a matter of importance at the pre-construction meeting. The CONTRACTOR will be required to acknowledge the goals and intent of the above described QA/QC Plan, in writing, prior to commencement of construction.
4. **Contractor's Daily Reports.** The ENGINEER will review the CONTRACTOR's Daily Reports which characterize the nature of the sediments encountered at the removal area and placed along the Project shoreline. The ENGINEER will review the dredge positions in the CONTRACTOR's Daily Report.
5. **On Call.** The ENGINEER will be continuously on call during the period of construction for the purpose of making decisions regarding issues that involve QA/QC Plan compliance.

End "Exhibit 3" Quality Assurance/Quality Control Plan

SUPPLEMENTAL CONDITIONS AND CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

1.0 FEDERAL FUNDING:

When property or services are procured using funds derived from a Federal grant or agreement whether direct to the County or “pass-through” from another entity, the County is required to and will follow the Federal procurement standards in the “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, 2 C.F.R. Sections 200.213 and 200.317 through 200.326.

Contract Cost and Price: For every procurement in excess of \$100,000, including contract modifications or change orders greater than \$100,000, the County shall perform a cost or price analysis in connection with every procurement subject to Federal procurement guidelines, which shall include an independent estimate of cost prior to issuing bids or proposals. For proposals where price is not considered in the award, profit shall be negotiated as a separate element of the price. In determining whether profit is fair and reasonable, the County shall consider the complexity of work, the risk to be borne by the contractor, the contractor’s investment, the amount of subcontracting necessary, the quality of the contractor’s record and past performance, and industry profit rates for the surrounding geographical area. “Cost Plus Percentage” methods for determining profit may not be used.

2.0 EQUAL EMPLOYMENT OPPORTUNITY:

During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section

202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- e. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The contractor will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3.0 MAINTENANCE OF RECORDS:

- a. The Contractor will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this agreement. Said records and documentation will be retained by the Contractor for a minimum of five (5) years from the date of termination of this agreement, or for such period is required by law.
- b. Contractor shall provide, when requested, access by the County, Federal granting agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- c. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- d. Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.
- e. Contractor shall retain all records associated with this solicitation and any agreements that are created in response to the solicitation for a period of no less than five (5) years after final payments and all other pending matters are closed.

- f. The County and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the County deems necessary during the period of this agreement, and during the period as set forth in the paragraphs above; provided, however, such activities shall be conducted only during normal business hours of the Contractor and at the expense of the County.

4.0 PURPOSE:

The requirements under this solicitation may be funded in whole or in part with federal funds and as such, is subject to federal requirements including, but no limited to, those set forth in 2 C.F.R. Part 200, Appendix II and as otherwise may be listed below.

5.0 SUBCONTRACTS

The selected firm must require compliance with all federal requirements listed below of all subcontractors performing work the value of which is in excess of \$10,000, by including these federal requirements in all contracts with subcontractors.

6.0 CONFLICT OF INTEREST:

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officers, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

7.0 APPLICABLE FEDERAL REQUIREMENTS – 2 C.F.R Part 200, APPENDIX II:

Remedies. Unless otherwise provided by the Contract, all claims, counter-claims, disputes and other matters in question between the County and the Contractor arising out of or relating to the Service Provider Agreement between the parties, or the breach of it, that cannot be resolved by and between the parties after conferring in good faith, will be decided by a court of competent jurisdiction pursuant to Florida law. If such dispute is in state court, venue shall be in the Twentieth Judicial Circuit Court in and for Lee County, Florida. If in federal court, venue shall be in the U.S. District Court for the Middle District of Florida, Ft. Myers Division.

8.0 CLEAN AIR ACT & FEDERAL WATER POLLUTION CONTROL ACT

The successful firm awarded a contract in excess of \$100,000 agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act as amended. Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

9.0 CONTRACT WORK HOURS & SAFETY STANDARDS (40 U.S.C. 3701-3708):

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess

of 40 hours in the work week. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

10.0 SUSPENSION AND DEBARMENT

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. §180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the awarded contractor. If it is later determined that the contractor did not comply with 2 C.F.R. pt.180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Lee County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

11.0 BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

12.0 RECOVERED MATERIALS

Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

13.0 DHS SEAL, LOGO, AND FLAGS

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

14.0 COMPLIANCE WITH FEDERAL LAW, REGULATIONS, and EXECUTIVE ORDERS

This is an acknowledgment that FEMA financial assistance will be used only to fund the services provided under this solicitation. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

15.0 NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Federal Government is not a party to this solicitation and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Solicitation.

16.0 FRAUD and FALSE OR FRAUDULENT OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractors actions pertaining to this solicitation.

17.0 OTHER REMEDIES AND RIGHTS:

Pursuing any of the above remedies will not keep the County from pursuing any other rights or remedies, which may be otherwise available under law or in equity. If the County waives any right or remedy in this Agreement or fails to insist on strict performance by the Contractor, it will not affect, extend or waive any other right or remedy of the County, or affect the later exercise of the same right or remedy by the County for any other default by the Contractor.

18.0 EMPLOYMENT ELIGIBILITY VERIFICATION SYSTEM (E-VERIFY):

Statutes and Executive Orders require employers to abide by the Immigration laws of the United States and to employ only individuals who are eligible to work in the United States. The Employment Eligibility Verification System (E-Verify) operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) to provides an internet-based means of verifying employment eligibility of workers in the united States; it is not a substitute for any other employment eligibility verification requirements.

Vendors/bidders are required to enroll in the E-Verify program and provide acceptable evidence of their enrollment, at the time of the submission of the vendor's/bidder's proposal.

Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. **Vendors are also required to provide the Lee County Purchasing Department an executed affidavit certifying they shall comply with the E-Verify Program. The affidavit is attached to the solicitation documents.**

If the Bidder/Vendor does not comply with providing both the acceptable E-Verify evidence and the executed affidavit the bidder's / vendor's proposal may be deemed non-responsive.

Subcontractor requirement: Vendors shall require all subcontracted vendors to flow down the requirement to use E-Verify to subcontractors.

It shall be the vendor's responsibility to familiarize themselves with all rules and regulations governing this program.

For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: <http://www.dhs.gov/E-Verify>.

19.0 TERMINATION FOR CAUSE AND/OR CONVENIENCE:

The County, by written notice to the Contractor, may terminate this Agreement with or without cause, in whole or in part, when the County determines in its sole discretion that it is in the County's best interest to do so. In the event of termination the Contractor will not incur any new obligations for the terminated portion of the Agreement after the Contractor has received notification of termination.

If the Agreement is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount that is the same percentage of the Agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the County and shall be turned over promptly by the Contractor.

20.0 ENERGY POLICY AND CONSERVATION ACT

Contractor must follow any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

21.0 REMEDIES

In the event the Contractor fails to satisfactorily perform or has failed to adhere to the terms and conditions under this Agreement, the County may, upon fifteen (15) calendar days written notice to the Contractor and upon the Contractor's failure to cure within those fifteen (15) calendar days, exercise any one or more of the following remedies, either concurrently or consecutively:

- Withhold or suspend payment of all or any part of a request for payment.
- Require that the Contractor refund to the County any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

Exercise any corrective or remedial actions, to include but not be limited to:

- Requesting additional information from the Contractor to determine the reasons for or the extent of non-compliance or lack of performance;
- Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected;
- Advising the Contractor to suspend, discontinue or refrain from incurring costs for any activities in question; or
- Requiring the Contractor to reimburse the County for the amount of costs incurred for any items determined to be ineligible.

22.0 SMALL AND MINORITY BUSINESS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:

- (1) Place qualified small and minority businesses and women's business enterprises on solicitation lists.
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- (3) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

- (4) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- (5) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the five previous affirmative steps.

23.0 COPELAND "ANTI-KICKBACK" ACT:

22.403–2 Copeland Act - The Copeland (Anti-Kickback) Act (18 U.S.C. 874 and 40 U.S.C. 3145) makes it unlawful to induce, by force, intimidation, threat of procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part the United States, to give up any part of the compensation to which that person is entitled under a contract of employment. The Copeland Act also requires each contractor and subcontractor to furnish weekly a statement of compliance with respect to the wages paid each employee during the preceding week.

The Contractor shall comply with the requirements of: 29 CFR Part 3 - CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES.

24.0 REGULATIONS GOVERNING CONTRACTORS AND SUBCONTRACTORS

In general, the Secretary of Labor shall prescribe reasonable regulations for contractors and subcontractors engaged in constructing, carrying out, completing, or repairing public buildings, public works, or buildings or works that at least partly are financed by a loan or grant from the Federal Government. The regulations shall include a provision that each contractor and subcontractor each week must furnish a statement on the wages paid each employee during the prior week.

25.0 DAVIS-BACON ACT:

The Davis-Bacon Act (40 U.S.C. 3141et seq.) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works within the United States.

No laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. (Ref. 48CFR Ch. 1 (10-1-16 Edition, Section 52.222-6 Construction Wage Rate Requirements.

Prevailing wage rates shall be pursuant with the United States Department of Labor Wage and Hour Division and in accordance with the year the services are provided.

26.0 All contracts awarded by a recipient shall contain the following provisions as applicable.

Notice: Awarded Bidder(s)/Vendor(s) and all associated contractor(s) are also considered recipients and therefore, the following provisions must be included in all contract provisions; inclusive those of the subcontractor(s) when and where applicable.

27.0 Additional terms, conditions, and provisions related to the funding source of this project can be found attached herein. It is the Contractor's responsibility to thoroughly review the provided documents and fully understand the compliance requirements pertaining to the County and the Contractor. The Contractor shall ensure they are in compliance with the regulations of the funding source at all times. The Contractor shall abide by the condition of the two temporary construction easements included within the Bid Document as Exhibit 1 and Exhibit 2 during all work. Terms of specific importance can be found within Attachment B –General Terms and Conditions.

End of Supplemental Conditions

It is the Bidder’s/Proposer’s responsibility to review the submittal request in its entirety and ensure that all submittal requirements are included within their submission package. Failure to submit required forms may deem your company as non-responsive.

FORMS DESCRIPTION & INSTRUCTIONS

INVITATION TO BID

This table provides a brief list, description, and instructions regarding the standard requested forms that should be submitted with all bids or proposals. This is not intended to be an all-inclusive list of forms required for your submission, but rather a guide to assist in completion of the County’s standard forms. Bidders/Proposers should utilize the Lee County Document Management Form for a complete list of all forms required for project submission.

<u>Form #</u>	<u>Title/Description</u>
1	<p><i>Solicitation Response Form (Required)</i></p> <p>All signatures must be by a corporate authorized representative, witnessed, and corporate and/or notary seal (as applicable.) The corporate or mailing address must match the company information as it is listed with the Florida Department of State Division of Corporations. Attach a copy of the web-page(s) from http://www.sunbiz.org as certification of this required information. Sample attached for your reference.</p> <p>Verify that all Addenda and tax identification number have been provided.</p>
1a	<p><i>Bid/Proposal Form (Required)</i></p> <p>This form is used to provide itemization of project cost. A more detailed “schedule of values” may be requested by the County.</p>
*	<p><i>Business Relationship Disclosure Requirement (Required)</i></p> <p>Sections 112.313(3) and 112.313(7), F.S., prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. If this <u>disclosure is applicable, the Bidder must request the form entitled “INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS”</u> (Required by § 112.313(12)(b), F.S.) to be completed and <u>returned with the Solicitation Response</u>. It is the Bidder’s responsibility to request the form and disclose this relationship; failure to do so may result in being declared non-responsive.</p> <p>NOTICE: UNDER THE PROVISIONS OF § 112.317, F.S., A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR, AND MAY BE PUNISHED BY, ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.00.</p>
2	<p><i>Affidavit Certification Immigration Laws (Required)</i></p> <p>Submission of this form constitutes acknowledgement that the Bidder is in compliance in regard to all applicable immigration laws.</p>

3 ***Negligence or Breach of Contract Disclosure Form (Required)***

The form may be used to disclose negligence or breach of contract litigation that your company may have been a part of over the past ten (10) years. You may need to duplicate this form to list all history. If the Bidder has more than ten (10) lawsuits, you may narrow them to litigation of the company or subsidiary submitting the Solicitation Response. Include, at a minimum, litigation for similar projects completed in the State of Florida. Final outcome should include in whose favor the litigation was settled and whether a monetary amount was awarded. The settlement amount may remain anonymous.

If you have **no litigation**, enter **“None”** in the first **“type of incident”** block of the form. Please do not write N/A on this form.

4 ***Sub-Contractor List (Required)***

To be completed and returned when sub-contractors are to be utilized and are known at the time of the submission. Complete as “N/A” if no subcontractors.

5 ***Public Entity Crime Form (Required)***

Any person or affiliate, as defined by statute, 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 the County; may not submit a Bid on a contract with the County for the construction or repair of a public building or a public work; may not submit Bids or leases of real property to the County; may not be Awarded or perform Work as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

6 ***Trench Safety (Required)***

Typically required in construction projects where trench excavations are in excess of 5 feet deep per Florida Trench Safety Act (90-96, Laws of Florida)

7 ***Bid Bond (Required)***

Guarantee to County that Bidder/Proposer will take on job if selected.

8A/8B ***Minimum Qualifications Requirements (Required)***

States the minimum qualifications the Bidder/Proposer is required to meet in order to be considered for award or evaluation.

9 ***No Lobbying Certification***

Self-Explanatory

10 ***Affidavit-Immigration Law/E-Verify***

Plant and Equipment Schedule (Required)

***** ***Bid/Proposal Label***

Self-explanatory. Please affix to the outside of the sealed submission documents.

- * *Include any licenses or certifications requested*
Local Business Tax Account (as applicable) issued by City and/or County entity. This is necessary for all Florida vendors.

- * *Include any licenses or certifications requested*
Local Business Tax Account (as applicable) issued by City and/or County entity. This is necessary for all Florida vendors.



LEE COUNTY PROCUREMENT MANAGEMENT SOLICITATION RESPONSE FORM

Date Submitted: _____ Deadline Date: 8/27/2018

SOLICITATION IDENTIFICATION: B180422TJM

SOLICITATION NAME: Ten Mile Canal Dredging

COMPANY NAME: _____

NAME & TITLE: (TYPED OR PRINTED) _____

BUSINESS ADDRESS: (PHYSICAL) _____

CORPORATE OR MAILING ADDRESS: _____

☐ SAME AS PHYSICAL _____

ADDRESS MUST MATCH SUNBIZ.ORG _____

E-MAIL ADDRESS: _____

PHONE NUMBER: _____ FAX _____

NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE BIDDER/PROPOSER TO CHECK LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE FOR ANY ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY.

By responding to this sealed solicitation, the Bidder/Proposer makes all representations required by the instructions and further warrants and represents that: Bidder/Proposer has examined copies of all the solicitation documents and of the following addenda:

No. _____ Dated: _____	No. _____ Dated: _____	No. _____ Dated: _____
No. _____ Dated: _____	No. _____ Dated: _____	No. _____ Dated: _____

Tax Payer Identification Number: _____

(1) Employer Identification Number -OR- (2) Social Security Number:

** *Lee County collects your social security number for tax reporting purposes only*

Please submit a copy of your registration from the website www.sunbiz.org establishing your firm as authorized (including authorized representatives) to conduct business in the State of Florida, as provided by the *Florida Department of State, Division of Corporations. (a sample is attached for your reference)*

1 **Collusion Statement:** Lee County, Florida The undersigned, as Bidder/Proposer, hereby declares that no person or other persons, other than the undersigned, are interested in this solicitation as Principal, and that this solicitation is submitted without collusion with others; and that we have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby bid/propose and agree to furnish this service according to the requirements set out in the solicitation documents, specifications or scope of work for said service for the prices as listed on the county provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded.

2 **Scrutinized Companies Certification:**

Section 287.135, FL §, "Prohibition against contracting with scrutinized companies." Prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, Scrutinized Companies that Boycott Israel List, have been engaged in a boycott of Israel, or been engaged in business operations in Cuba or Syria. The County reserves the right to review, on a case-by-case basis, and waive this stipulation if it is deemed to advantageous to the County.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above is in compliance with Section 287.135, FL §. I understand that submission of a false certification may subject company to contract termination, civil penalties, attorney's fees, and/or costs.

Form#1 – Solicitation Form, Page 2

3 Business Relationship Disclosure Requirement: Sections 112.313(3) and 112.313(7), FL §, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, FL §, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), FL § (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

If this disclosure is applicable request form “INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS” (Required by 112.313(12)(b), FL § (1983)) to be completed and returned with solicitation response. It is the bidder/proposer’s responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.

☐ **Business Relationship Applicable (request form)**

☐ **Business Relationship NOT Applicable**

4 Disadvantaged Business Enterprise (DBE) bidder/proposer? If yes, please attach a current certificate. Yes No

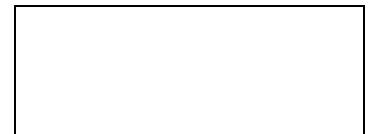
ALL SUBMISSIONS MUST BE EXECUTED BY AN AUTHORIZED AUTHORITY OF THE BIDDER/PROPOSER, WITNESSED AND SEALED (AS APPLICABLE)

Company Name (Name printed or typed)

Authorized Representative Name (printed or typed)

Authorized Representative’s Title (printed or typed)

Authorized Representative’s Signature



(Affix Corporate Seal, as applicable)

Witnessed/Attested by: (Witness/Secretary name and title printed or typed)

Witness/Secretary Signature

Any blank spaces on the form(s), qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County’s Form may result in the submission being declared non-responsive by the County.

Detail by Entity Name**Florida Profit Corporation**

Bill's Widget Corporation

Filing Information

Document Number 655555
 FE/EIN Number 5111111111
 Date Filed 09/22/1980
 State FL
 Status ACTIVE
 Last Event AMENDED AND RESTATED ARTICLES
 Event Date Filed 07/25/2006
 Event Effective Date NONE

Principal Address

555 N Main Street
 Your Town, USA 99999

Changed 02/11/2012

**Verify either Principal or Mailing
 address is on Form 1**

Mailing Address

555 N Main Street
 MYour Town, USA 99999

Changed 02/11/2012

Registered Agent Name & Address

My Registered Agent
 111 Registration Road
 Registration, USA99999

Name Changed: 12/14/2006

Address Changed: 12/14/2006

Officer/Director Detail**Name & Address****Title P**

President, First
 555 AVENUE
 Anytown, USA99999

Title V

President, Second
 555 AVENUE
 Anytown, USA99999

IMPORTANT:

For corporations, ALL documents must be signed by the president of the company or an authorized individual. For any individual other than the president, we will need one of the following to confirm their authority to sign:

1. a corporate resolution by the Board of Directors, or
2. an extract of minutes, or
3. an extract of Vote by the Board of Directors

If the company's articles of incorporation identify additional positions that have the power to bind the corporation, we will accept the articles of incorporation with verification from the president that a certain individual serves in that role (e.g., the president confirms that John Doe is the CEO, and the articles of incorporation provide that the CEO has the power to bind the company).

With respect to an LLC, the authority to bind a limited liability company is controlled by Florida statutes. Managers or managing members have inherent authority to bind an LLC.

If the president of a corporation or a manager/managing member of an LLC delegates their authority, such delegation must be sent to us on company letterhead with the President's or manager's/managing member's original, wet signature.

v01/03/2018



Lee County Procurement Management
BID/PROPOSAL FORM

Company Name: _____

Solicitation # **B180422TJM** Solicitation Name **Ten Mile Canal Dredging**

Having carefully examined the “Terms and Conditions”, and the “Detailed Scope of Work”, all of which are contained herein, propose to furnish the following which meet these specifications.
 of Work or specification upon approval of both the County and the vendor at the time of the extension or renewal.

Please include this page with your submission package.

ITEM # 1: MOBILIZATION AND DEMOBILIZATION

Item #	Description	Unit of Measure	Quantity	Unit Cost	Total Cost
1	Mobilization and Demobilization	Lump Sum	1	\$	\$
SUBTOTAL ITEM 1					\$

ITEM # 2: DISPOSAL AREAS AND OFFLOAD SITES

Item #	Description	Unit of Measure	Quantity	Unit Cost	Total Cost
2A	Disposal Area 1	Lump Sum	1	\$	\$
2B	Temp. Offload Site	Lump Sum	1	\$	\$
2C	Disposal Site 2	Lump Sum	1	\$	\$
2D	Disposal Site 3	Lump Sum	1	\$	\$
SUBTOTAL ITEM 2 (TOTAL FOR 2A-2D)					\$

ITEM # 3: DREDGING

Item #	Description	Unit of Measure	Estimated Quantity	Unit Cost	Total Cost
3A	Dredge Area 1 Disposal Area 1	CY	5,050	\$	\$
3B	Dredge Area 1 Disposal Area 3	CY	5,930	\$	\$
3C	Dredge Area 2 Disposal Area 2	CY	2,370	\$	\$
3D	Resweep Area Dredge Area 1	CY	1,000	\$	\$
SUBTOTAL ITEM 3 (TOTAL 3A-3D)					

ITEM # 4: ENVIRONMENTAL PROTECTION MEASURES

Item #	Description	Unit of Measure	Quantity	Unit Cost	Total Cost
1	Environmental Protection	Lump Sum	1	\$	\$
SUBTOTAL ITEM 1					\$

BASE BID SUMMARY

Item #	Description	Total Cost
1	Mobilization and Demobilization	\$
2	Disposal Areas and Offload Site	\$
3	Dredging	\$
4	Environmental Protection Measures	\$
BASE BID TOTAL (ITEMS 1-4)		\$

TOTAL BASE BID AMOUNT WRITTEN IN WORDS

PLANT AND EQUIPMENT

SCHEDULE

NOTE: Provide each type of equipment including dredging, excavating, material handling, barges, loading, grading, earthworks, trucking, etc. Specify production rate of equipment.

Type	Capacity	Manufacturer	Age and Condition	Location	Rented/Vendor Owned



LEE COUNTY
S O U T H W E S T F L O R I D A

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: **B180422TJM** SOLICITATION NAME: **Ten Mile Canal Dredging**

LEE COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT (“INA”).

LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.**

BIDDER/PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature

Title

Date

STATE OF _____

COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____

20____, by _____ who has produced

(Print or Type Name)

_____ as identification.

(Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**



ALLEGED NEGLIGENCE OR BREACH OF CONTRACT DISCLOSURE FORM

Please fill in the form below. Provide each incident in regard to alleged negligence or breach of contract that has occurred over the past 10 years.

Please complete in chronological order with the most recent incident on starting on page 1.

Company Name: _____

Type of Incident <i>Alleged Negligence or Breach of Contract</i>	Incident Date And Date Filed	Plaintiff <i>(Who took action against your company)</i>	Case Number	Court <i>County/State</i>	Project	Claim Reason <i>(initial circumstances)</i>	Final Outcome <i>(who prevailed)</i>

Make as many copies of this sheet as necessary in order to **provide a 10 year history** of the requested information. If there is no action pending or action taken in the last 10 years, complete the **company name** and write **“NONE”** in the first **“Type of Incident”** box of this page and return with your submission package. This form should also include the primary partners listed in your submission. Do not include litigation with your company as the plaintiff. Final outcome should include who prevailed and what method of settlement was made. If a monetary settlement was made the amount may remain anonymous. **Please do not modify this form (expansion of spacing allowed) or submit your own variation.**

Page Number: _____ Of _____ Total pages

Update the page number to reflect the current page and the total number of pages. Example: Page 3, of 5 total submitted pages of this form.



SUB-CONTRACTOR LIST

Sub-contractor Name	Area Of Work	Point Of Contact Or Project Supervisor	Phone Number and Email	Qualified DBE Yes/No	Amount or Percentage of Total

Please include sub-contractors name, area of work (i.e. mechanical, electrical, etc.) and a **valid** phone number and email. Also include the dollar value or percentage that the sub-contractor will be performing. If sub-contractors qualify as Disadvantaged Business Enterprise (**DBE**) contractors, please attach a current certificate.

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to _____
(Print name of the public entity)
- by _____
(Print individual's name and title)
- for _____
(Print name of entity submitting sworn statement)

whose business address is _____

(If applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime:
or:
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length Agreement/Contract, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

(Date)

STATE OF _____
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day
of _____, 2_____.

(NOTARY PUBLIC)

My Commission Expires: _____

Form#6: Trench Safety (Required for Construction Projects Only)

TRENCH SAFETY

Contractor/Vendor acknowledges that included in the appropriate solicitation items of the solicitation and in the Total solicitation price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The contractor/vendor further identifies the costs of such compliance to be summarized below:

Trench Safety Measure (Description)	Units of Measure (LF, SF)	Unit (Quantity)	Unit Cost	Extended Cost
.....				
A. _____	_____	_____	_____	_____
B. _____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____
D. _____	_____	_____	_____	_____
TOTAL \$ _____				

If applicable, the contractor/vendor certifies that all trench excavation done within his control in excess of five (5') feet in depth shall be in accordance with the Florida Department of Transportation's Special Provisions Article 125-1 and Sub-article 125-4.1 (TRENCH EXCAVATION SAFETY SYSTEM AND SHORING, SPECIAL-TRENCH EXCAVATION).

Failure to complete the above may result in the solicitation being declared non-responsive.

(Signature)

(Company Name)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ by _____ (name and title of corporate officer) of _____ (name of corporation), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

(signature line for notary public)

(name of notary typed, printed or stamped)

(title or rank)

My commission expires:

_____ (serial number, if any)

BID BOND

Complete EITHER Lee County Paper Bid Bond OR provide cashier's check

KNOW ALL MEN BY THESE PRESENTS, that we

_____ as Principal, and
(BIDDER'S Name)

_____ a Corporation licensed to do
(Surety's Name)

business under the laws of the State of Florida as a Surety, are held and firmly bound unto LEE COUNTY BOARD OF COUNTY COMMISSIONERS, LEE COUNTY, FLORIDA, a Political Subdivision of the State of Florida,
in the SUM OF _____

for the payment whereof, well and truly to be made, we bind ourselves, our heirs, successors, personal representatives and assigns, jointly and severally, firmly, by these presents.

SIGNED AND SEALED this _____ day of _____, _____

WHEREAS, said Principal is herewith submitting a Bid/Proposal for the construction of:

NOW, THEREFORE, the condition of the above obligation is such that if said Principal shall be awarded the Contract upon said Bid/Proposal within the specified time and shall enter into a written Contract, satisfactory in form, provide an acceptable Public Payment & Performance Bond from a Surety acceptable to the COUNTY and provide other Insurance as may be required to the COUNTY within seven (7) calendar days after the written Notice of Award date, or within such extended period as the COUNTY may grant, then this obligation shall be null and void; otherwise said Principal and Surety shall pay to said COUNTY in money the difference between the amount of the Bid of said Principal and the amount for which said COUNTY may legally contract with another party to perform said work, if the latter amount be in excess of the former, together with any expenses and reasonable attorney's fees incurred by said COUNTY if suit be brought here on, but in no event shall said Surety's liability exceed the penal sum hereof plus such expenses and attorney's fees. For purposes of unsuccessful bid protests filed by the Principal herein, this obligation shall bind the Surety to pay costs and damages associated with the bid protest or delays to the project upon a finding from the Board of County Commissioners for Lee County that the bid protest was frivolous and/or lacked merit. The liability of the Surety shall not exceed the penal sum of the bid bond.

Witness as to Principal:

(Principal) (SEAL)

(By) _____

Printed Name

Witness as to Surety:

(Surety's Name) (SEAL)

(By-As Attorney-in-Fact, Surety)

Affix Corporate Seals and attach proper Power of Attorney for Surety.

Form 8a: Company Minimum Qualifications Requirements (form may be expanded or duplicated as needed) The Bidder must have at least five years of experience in dredging construction with upland disposal of dredge spoil material. The Bidder must have successfully completed a minimum of four (4) dredging projects similar to this project, specifically dredging within the influence of tidal currents with varying sediments ranging from silt to coarse grain sand, within the past 10 years as a prime or subcontractor. For each of the four (4) projects include a statement of the actual amount of work executed by the Bidder's own employees. **Do not include work sublet to others.**

Proposer Name:

Page 1

Relevant Projects:

Owner Name: _____

Project Name: _____

Project Address: _____

Owner Representative: _____

Owner Telephone: _____

Owner E-Mail: _____

Project Start Date: _____

Project Finish Date: _____

Permit Type JCP, ERP, etc.: _____

Cost (Actual Amount performed by Bidder's employees) \$ _____

PROJECT 1 Summary of Project Scope:

Owner Name: _____

Project Name: _____

Project Address: _____

Owner Representative: _____

Owner Telephone: _____

Owner E-Mail: _____

Project Start Date: _____

Project Finish Date: _____

Permit Type JCP, ERP, etc.: _____

Cost (Actual Amount performed by Bidder's employees) \$ _____

PROJECT 2 Summary of Project Scope:

The Bidder must have at least five years of experience in dredging construction with upland disposal of dredge spoil material. The Bidder must have successfully completed a minimum of four (4) dredging projects similar to this project, specifically dredging within the influence of tidal currents with varying sediments ranging from silt to coarse grain sand, within the past 10 years as a prime or subcontractor. For each of the four (4) projects include a statement of the actual amount of work executed by the Bidder's own employees. **Do not include work sublet to others.**

Relevant Projects:

[illegible]

Form 8b: Project Manager Minimum Qualifications Requirements (form may be expanded or duplicated as needed) The Bidder's construction on-site project manager / superintendent designated for this project must have at least five (5) years in dredging construction with upland disposal of dredge spoil material. The project manager / superintendent must have successfully completed a minimum of three (3) dredging projects similar to this project, specifically dredging within the influence of tidal currents with varying sediments ranging from silt to coarse grain sand, within the past 10 years. **Do not include work sublet to others.**

Proposer Name:

Relevant Projects:

Owner Name: _____
 Project Name: _____
 Project Address: _____

 Waterbody: _____
 Owner Representative: _____
 Owner Telephone: _____
 Owner E-Mail: _____
 Project Start Date: _____
 Project Finish Date: _____
 Cost (Actual Amount
 performed by Bidder's
 employees) \$ _____

PROJECT 1 Summary of Project Scope:

Owner Name: _____
 Project Name: _____
 Project Address: _____

 Waterbody: _____
 Owner Representative: _____
 Owner Telephone: _____
 Owner E-Mail: _____
 Project Start Date: _____
 Project Finish Date: _____
 Cost (Actual Amount
 performed by Bidder's
 employees) \$ _____

PROJECT 2 Summary of Project Scope:

Owner Name: _____
 Project Name: _____
 Project Address: _____

 Waterbody: _____
 Owner Representative: _____
 Owner Telephone: _____
 Owner E-Mail: _____
 Project Start Date: _____
 Project Finish Date: _____
 Cost (Actual Amount
 performed by Bidder's
 employees) \$ _____

PROJECT 3 Summary of Project Scope:

Form 8b: Project Manager Minimum Qualifications Requirements (form may be expanded or duplicated as needed) The Bidder's construction on-site project manager / superintendent designated for this project must have at least five (5) years in dredging construction with upland disposal of dredge spoil material. The project manager / superintendent must have successfully completed a minimum of three (3) dredging projects similar to this project, specifically dredging within the influence of tidal currents with varying sediments ranging from silt to coarse grain sand, within the past 10 years. **Do not include work sublet to others.**

Proposer Name:

Project Team:		
	Name	Years Experience
Project Director		
Project Manager (minimum 5 years)		
Project Superintendent (minimum 5 years)		

Form 9 - No Lobbying Certification

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name & Title of Contractors Authorized Official

Date

Attachment: Immigration Law Affidavit Certification

This Affidavit is required and should be signed by an authorized principal of the firm, notarized and submitted with formal Invitations to Bid (ITB's) and Request for Proposals (RFP) submittals. Further, Vendors / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the vendor's/bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. **Failure to include this Affidavit and acceptable evidence of enrollment in the E-Verify program, may deem the Vendor / Bidder's proposal as non-responsive.**

Lee County will not intentionally award County contracts to any vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

Lee County may consider the employment by any vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by Lee County.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Vendor's / Bidder's proposal.

Company Name _____

Print Name _____ Title _____

Signature _____ Date _____

State of _____

County of _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 20____, by

_____ who has produced _____ as identification.
(Print or Type Name) (Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

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

Form 10 - Affidavit- Immigration Law/E-Verify

Sealed Bid Label

**Cut along the outer border and affix this label to
your sealed solicitation envelope to identify it as
a “Sealed Bid”.**

SEALED BID DOCUMENTS • DO NOT OPEN	
BID No.:	B180422TJM
BID TITLE:	Ten Mile Canal Dredging
DATE DUE:	Monday, August 27, 2018
TIME DUE:	Prior to: 2:30 PM
SUBMITTED BY:	 <small>(Name of Company)</small>
e-mail address	Telephone
DELIVER TO:	Lee County Procurement Management 1500 Monroe 4 th Floor Fort Myers FL 33901
<i>Note: submissions received after the time and date above will not be accepted.</i>	



Lee County Procurement Management
1500 Monroe Street, 4th Floor
Fort Myers, FL 33901
(239) 533-8881
www.leegov.com/procurement

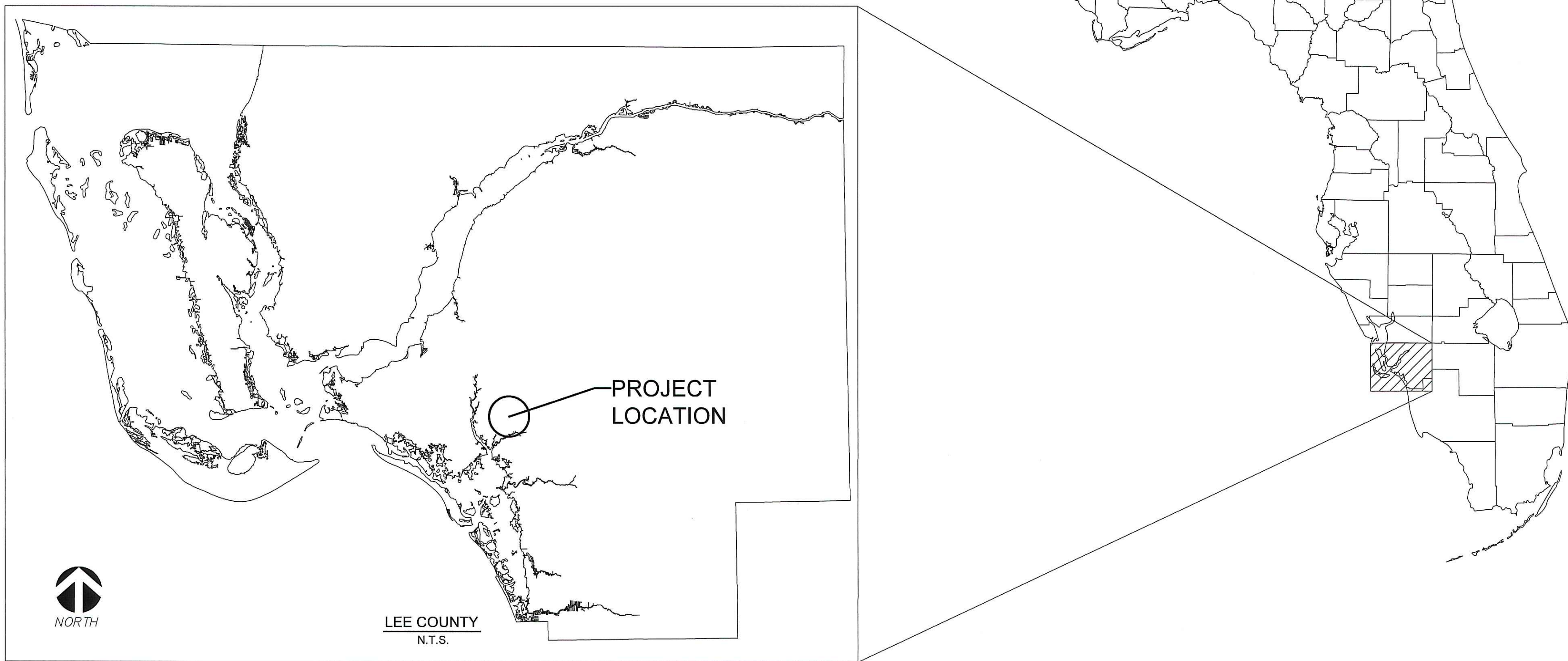
PLEASE PRINT CLEARLY

Attachment A

Maps

TEN MILE CANAL DREDGING CONTRACT PLANS

PREPARED FOR
LEE COUNTY



SHEET INDEX

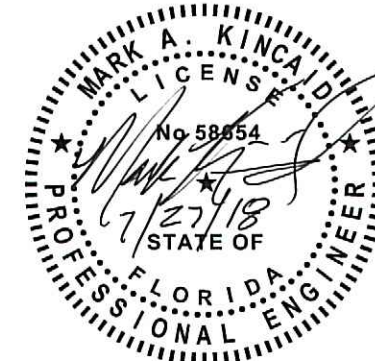
1. COVER SHEET
2. DREDGE PLAN
3. DREDGE SECTIONS: 98+00 TO 110+00
4. DREDGE SECTIONS: 300+00 TO 301+50, 188+00 TO 197+50
5. DISPOSAL AREAS 2 & 3



NOTES

1. BATHYMETRIC AND ROCK PROBE SURVEYS CONDUCTED BY COASTAL ENGINEERING CONSULTANTS, INC., MAY 11 & 23, 2018.
2. ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88). REFERENCE BENCHMARK: G 416 PID# AD8320, ELEVATION = +4.7' NAVD88.
3. SURVEY ACCURACY STANDARDS, QUALITY CONTROL, AND QUALITY ASSURANCE REQUIREMENTS WERE FOLLOWED DURING THIS SURVEY IN ACCORDANCE WITH USACE EM 1110-2-1003, HYDROGRAPHIC SURVEYING MANUAL, 11/30/2013.
4. INFORMATION SHOWN HEREON REFLECTS CONDITIONS AS THEY EXISTED ON THE SURVEY DATE SHOWN AND CAN ONLY BE CONSIDERED INDICATIVE OF CONDITIONS AT THAT TIME.
5. PLANE COORDINATES ARE BASED ON THE TRANSVERSE MERCATOR PROJECTION FOR THE WEST ZONE OF FLORIDA AND REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 (NAD 83).
6. AERIAL IMAGERY OBTAINED FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION, DATED 2018.
7. TIDAL REDUCTIONS WERE OBTAINED UTILIZING REAL-TIME KINEMATIC GPS AND REFERENCED TO NAVD88.
8. TIDAL INFORMATION BASED ON INTERPOLATED POINT ID 823
MHW = +0.29 FT NAVD88
MLW = -0.89 FT NAVD88

PROJECT LOCATION
SCALE: 1" = 600'



**COASTAL
ENGINEERING
CONSULTANTS
INC.**

PHONE: (239) 943-2324
FAX: (239) 943-1143
www.coastal-engineering.com
E-Mail: info@ceci.com

A CECI GROUP COMPANY
Serving Florida Since 1977
3106 SOUTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104

LEE COUNTY

TEN MILE CANAL DREDGING
COVER SHEET

CLIENT:
COASTAL AND MARINE ENGINEERING
ENVIRONMENTAL SERVICES
GEOLOGICAL SERVICES
SURVEY AND MAPPING

TITLE:

DATE: 7/5/2018
SCALE: 1" = 600'
DRAWN: SDR F.B.
CHECKED: MAK PG.
SEC: TWP. RING.
ACAD NO. 18201-C.dwg
REF. NO. 18.201

NO. 18.201
DATE
BY
REVISION DESCRIPTION



COASTAL AND MARINE ENGINEERING
ENVIRONMENTAL SERVICES
GEOLOGICAL SERVICES
SURVEY AND MAPPING

LEE COUNTY

DATE: 7/5/2018
DRAWN: SDB
CHECKED: MAK
SEC: TWP.
ACAD NO.
REF. NO.

SCALE: AS NOTED
F.B.
PG.

TITLE: TEN MILE CANAL DREDGING
DREDGE PLAN

CLIENT: LEE COUNTY

PROJECT: TEN MILE CANAL DREDGING
DREDGE PLAN

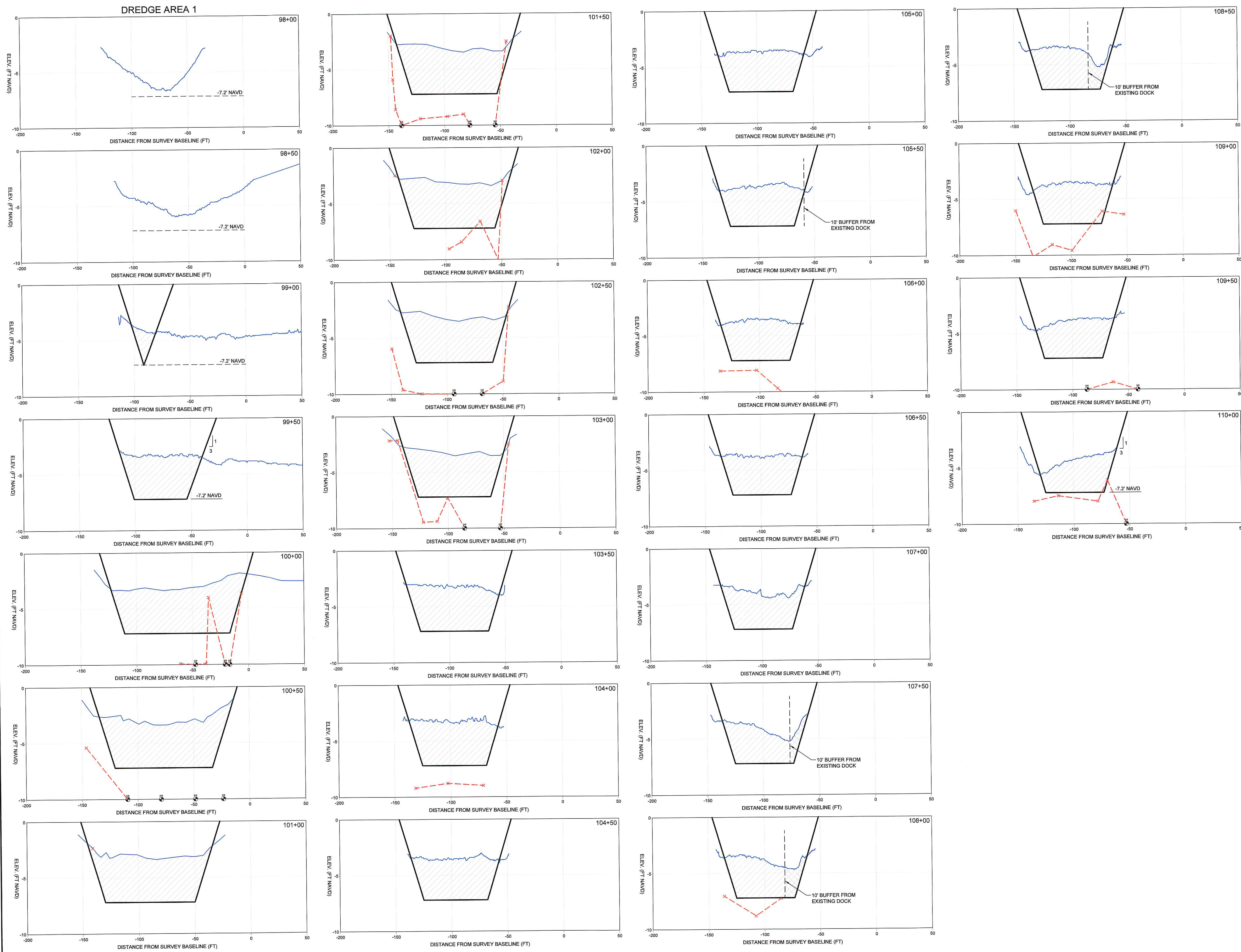
PHONE: (239)843-2324
FAX: (239)843-1143
www.coastalengineering.com
E-Mail: info@cecfl.com

COASTAL
ENGINEERING
CONSULTANTS
INC.
A CECI GROUP COMPANY
Serving Florida Since 1977
3106 SOUTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104

PROFESSIONAL ENGINEER
MARK A. KINCAID
No. 58664
FLORIDA
STATE OF

SHEET 2
FILE NO.: 18201-C-2

REVISION DESCRIPTION
BY
DATE
NO.
18,201
18201-C.dwg



LEGEND:

- = MAY 2018 SURVEY (CEC)
- = MAY 2018 ROCK PROBE SURVEY (CEC)
- = NO ROCK REFUSAL PROBE
- = PROPOSED DREDGE CUT
- = NO DREDGE AREA

SCALE:

H: 1" = 40'

V: 1" = 4'

COASTAL AND MARINE ENGINEERING
ENVIRONMENTAL SERVICES
SURVEY AND MAPPING

ENGINEERING
CONSULTANTS
INC.

3106 SOUTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104

PHONE: (239) 643-2324
FAX: (239) 643-1143
www.coastalmarineengineering.com
E-Mail: info@cesmif.com

CLIENT:

LEE COUNTY

TITLE:

TEN MILE CANAL DREDGING
DREDGE SECTIONS
98+00 TO 110+00

DATE:

7/5/2018

DRAWN:

SDB F.B.

CHECKED:

MAK PG.

SEC:

TWP.

ACAD NO.

18201-C.dwg

REF. NO.

18.201

DATE

BY

REVISION DESCRIPTION

SCALE:

AS NOTED

DATE:

7/5/2018

DRAWN:

SDB F.B.

CHECKED:

MAK PG.

SEC:

TWP.

ACAD NO.

18201-C.dwg

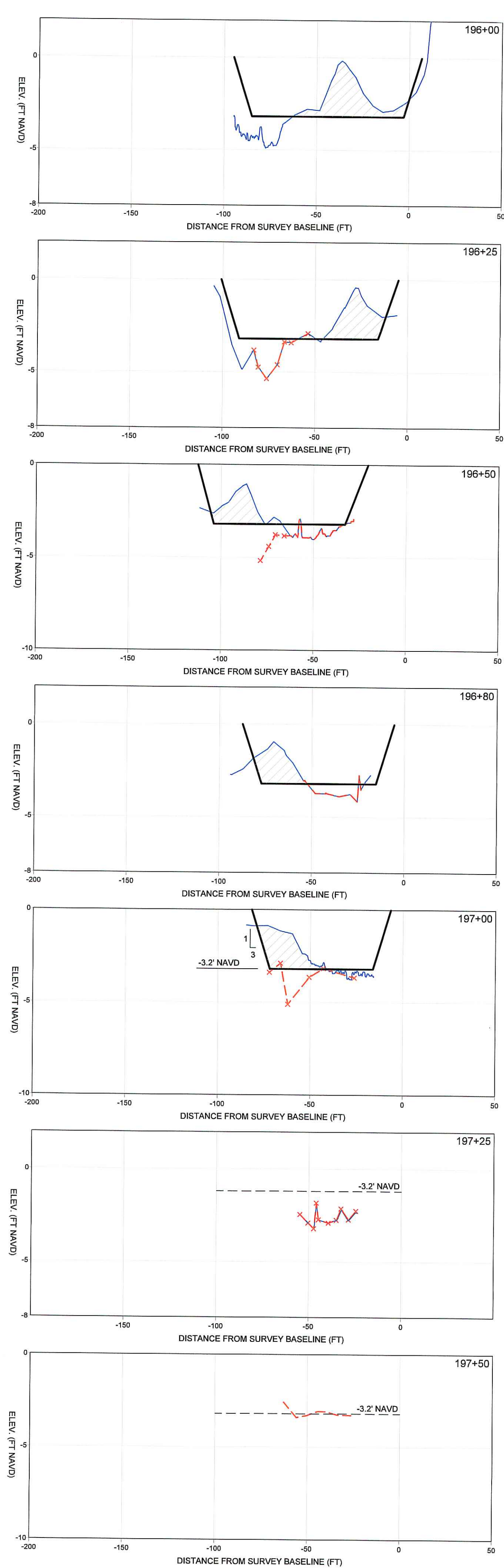
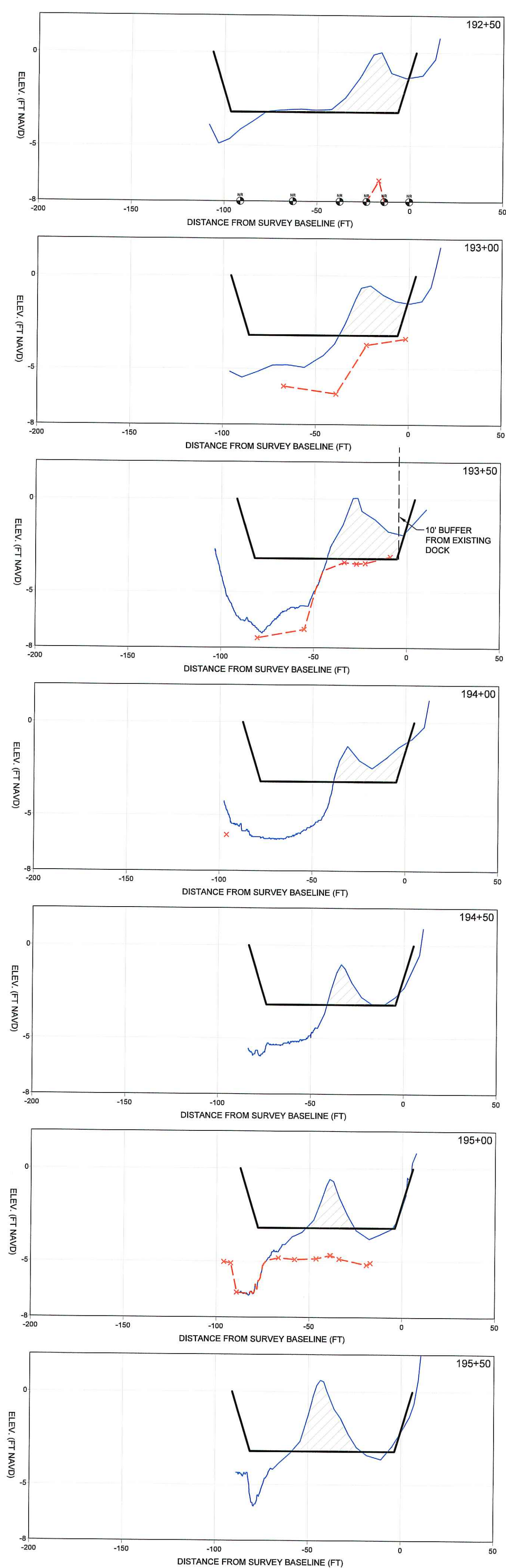
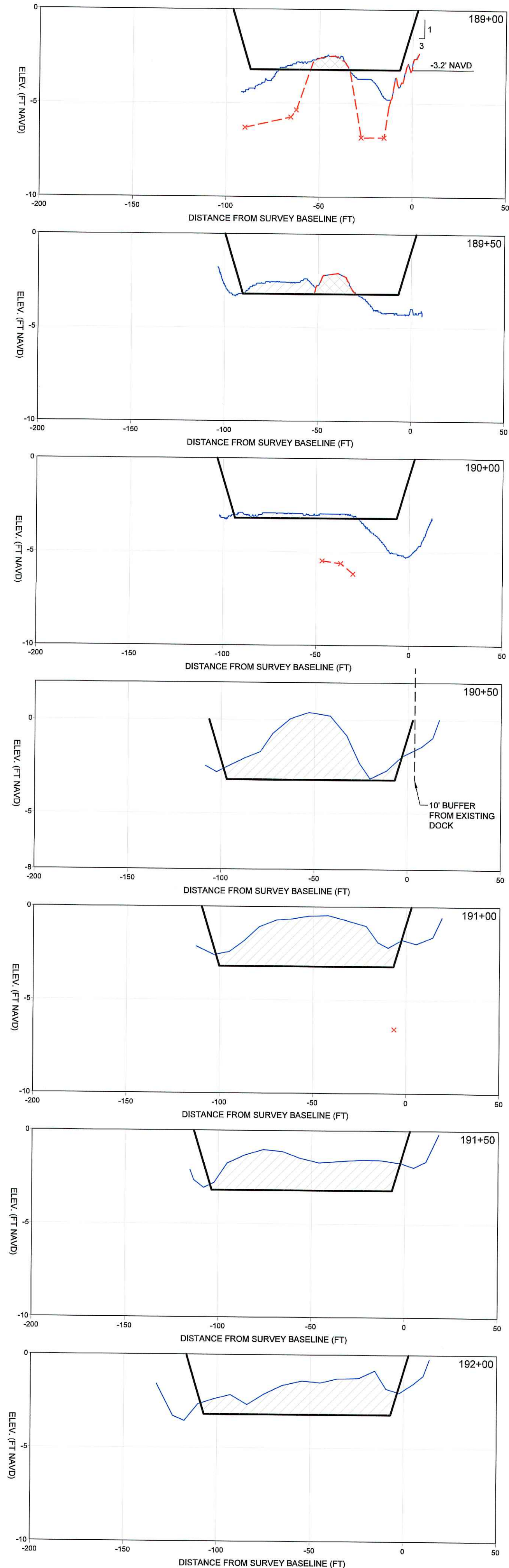
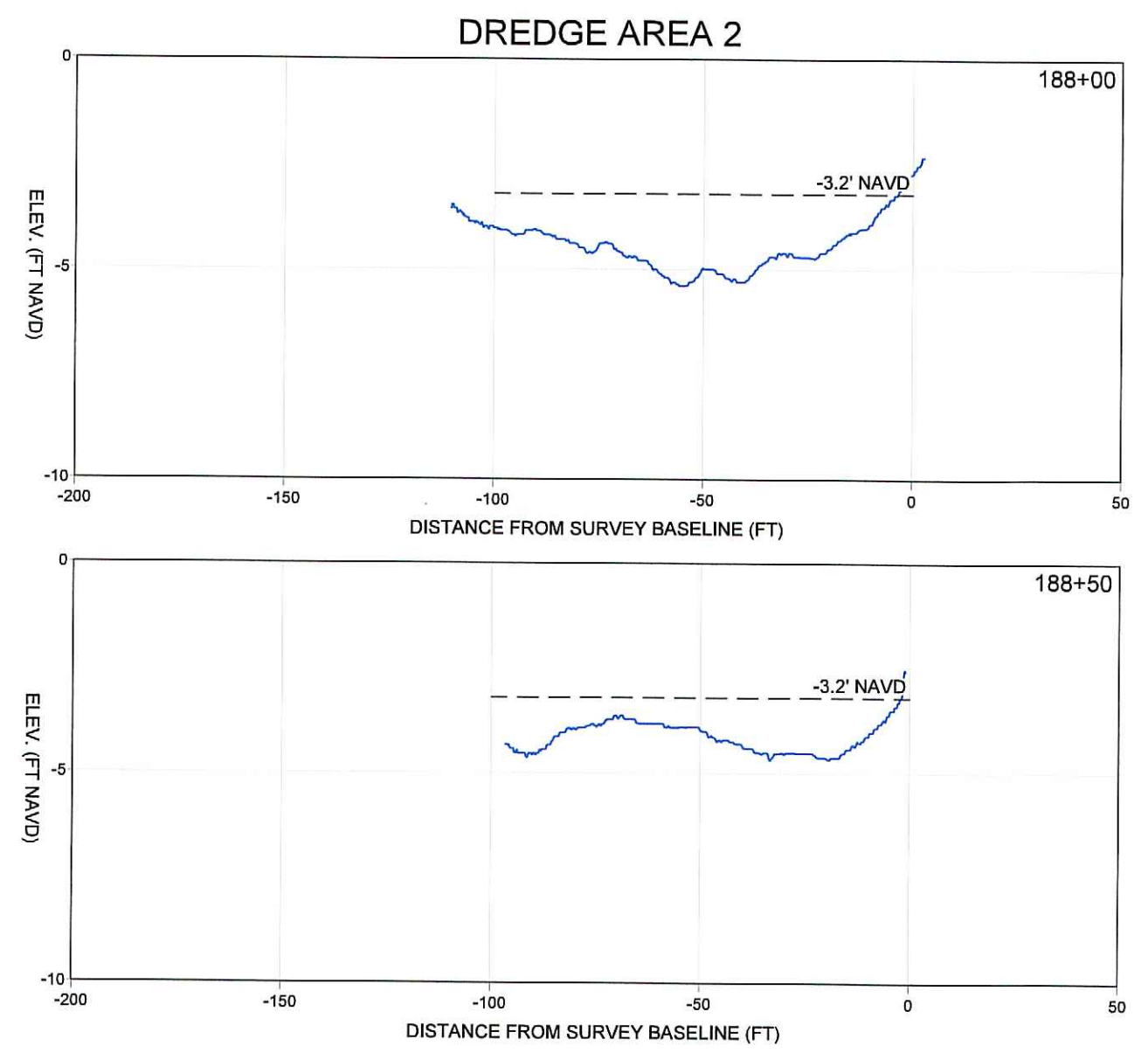
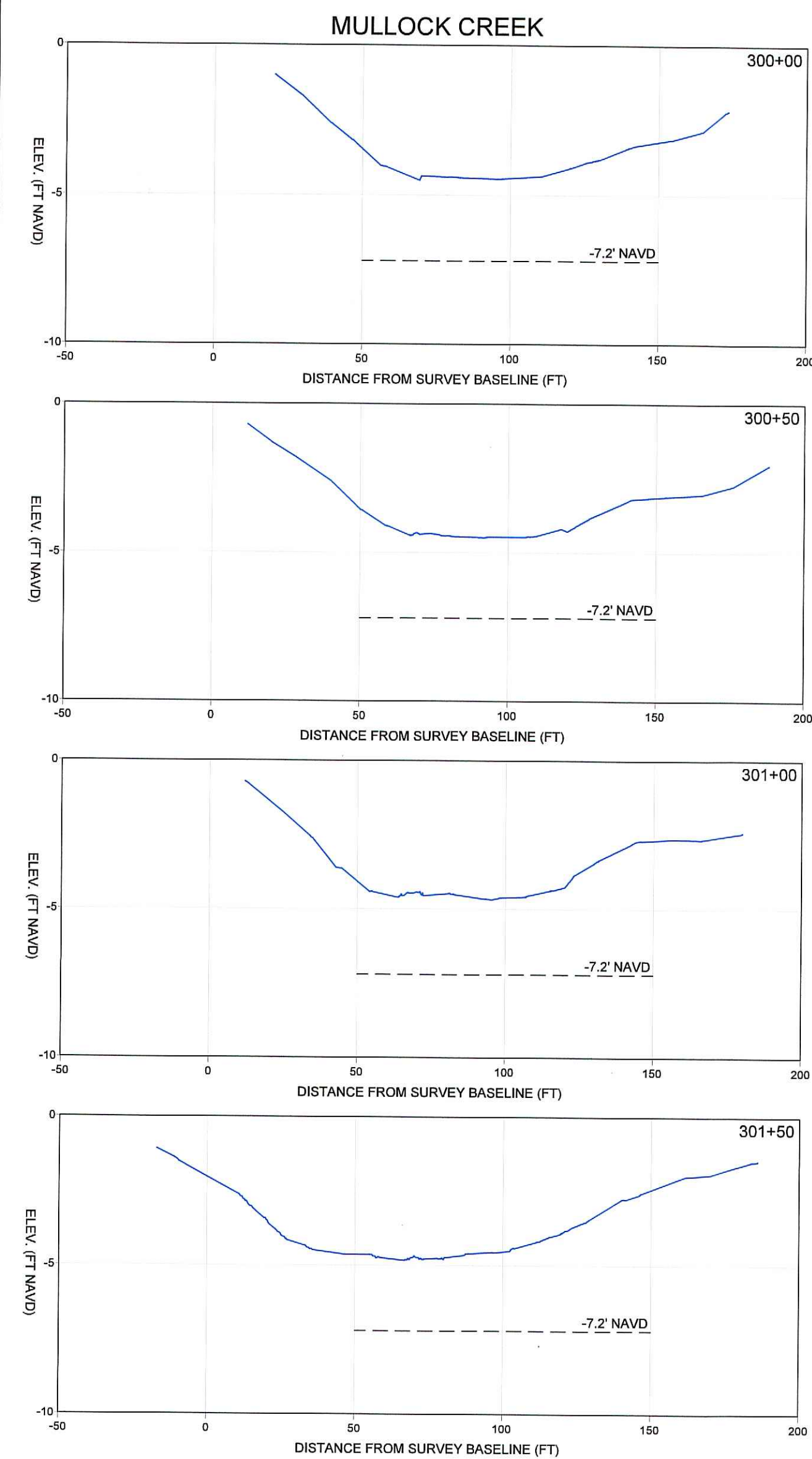
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18.201

DATE

BY

REVISION DESCRIPTION

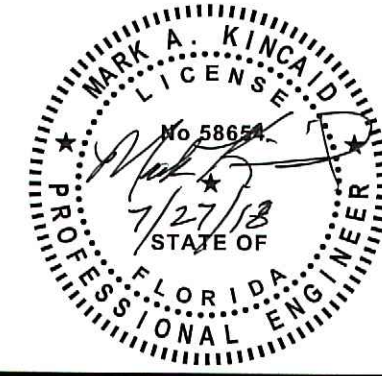


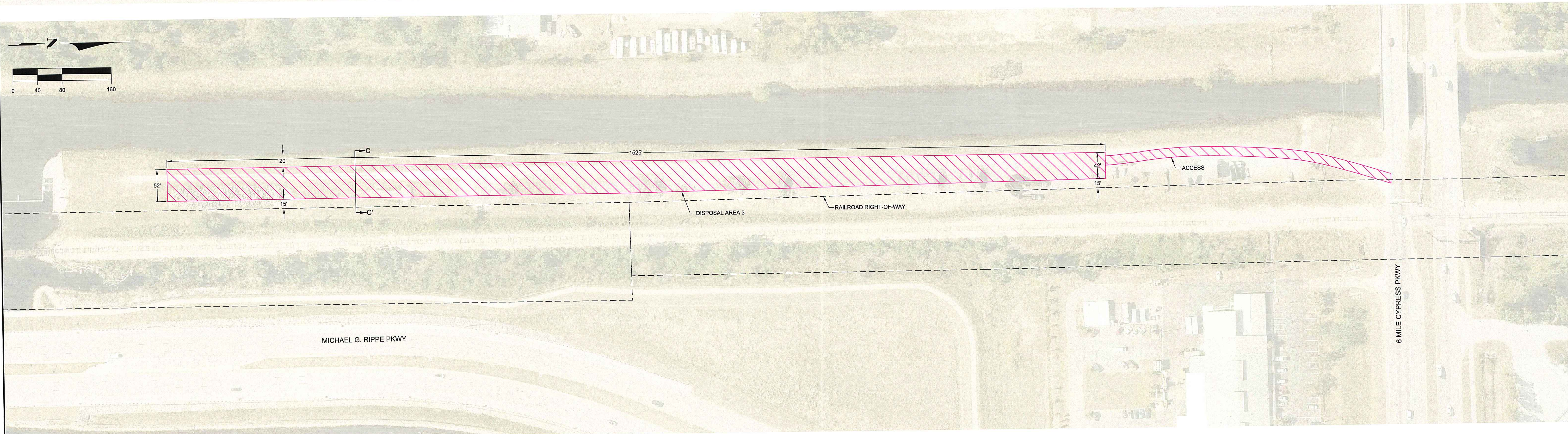
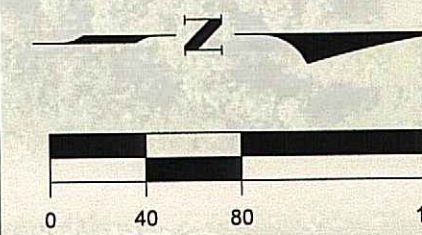
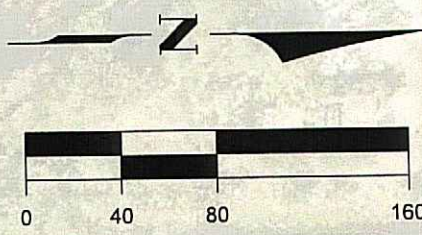
LEGEND:

- MAY 2018 SURVEY (CEC)
- - - MAY 2018 ROCK PROBE SURVEY (CEC)
- ⊗ NO ROCK REFUSAL PROBE
- ▭ PROPOSED DREDGE CUT
- ▨ NO DREDGE AREA

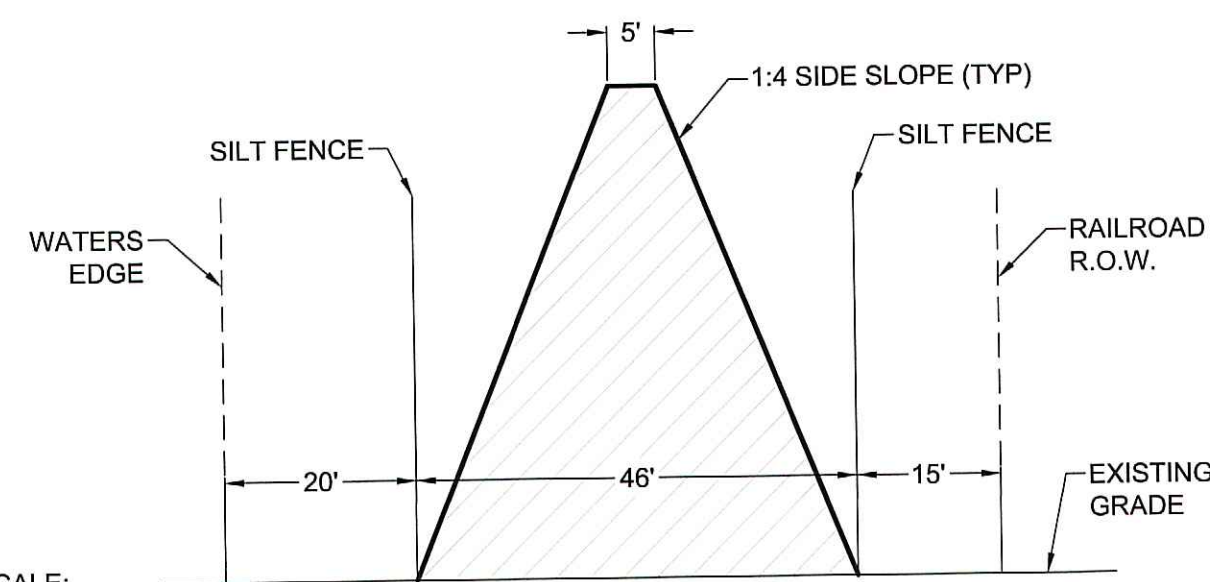
SCALE:
H: 1" = 40'
V: 1" = 4'

COASTAL AND MARINE ENGINEERING ENVIRONMENTAL SERVICES GEOLOGICAL SERVICES SURVEY AND MAPPING		LEE COUNTY		DATE: 7/5/2018 DRAWN: SDB CHECKED: MAK SEC. TWP. ACAD NO. 18201-C.dwg REF. NO. 18.201		NO. DATE BY	
COASTAL ENGINEERING CONSULTANTS INC. A CECI GROUP COMPANY Serving Florida Since 1977 3108 SOUTH HORSESHOE DRIVE NAPLES, FLORIDA 34104		TEN MILE CANAL DREDGING DREDGE SECTIONS 300+00 TO 301+50, 188+00 TO 197+50		TITLE:		REVISION DESCRIPTION	
SHEET 4		FILE NO.: 18201-C-4					

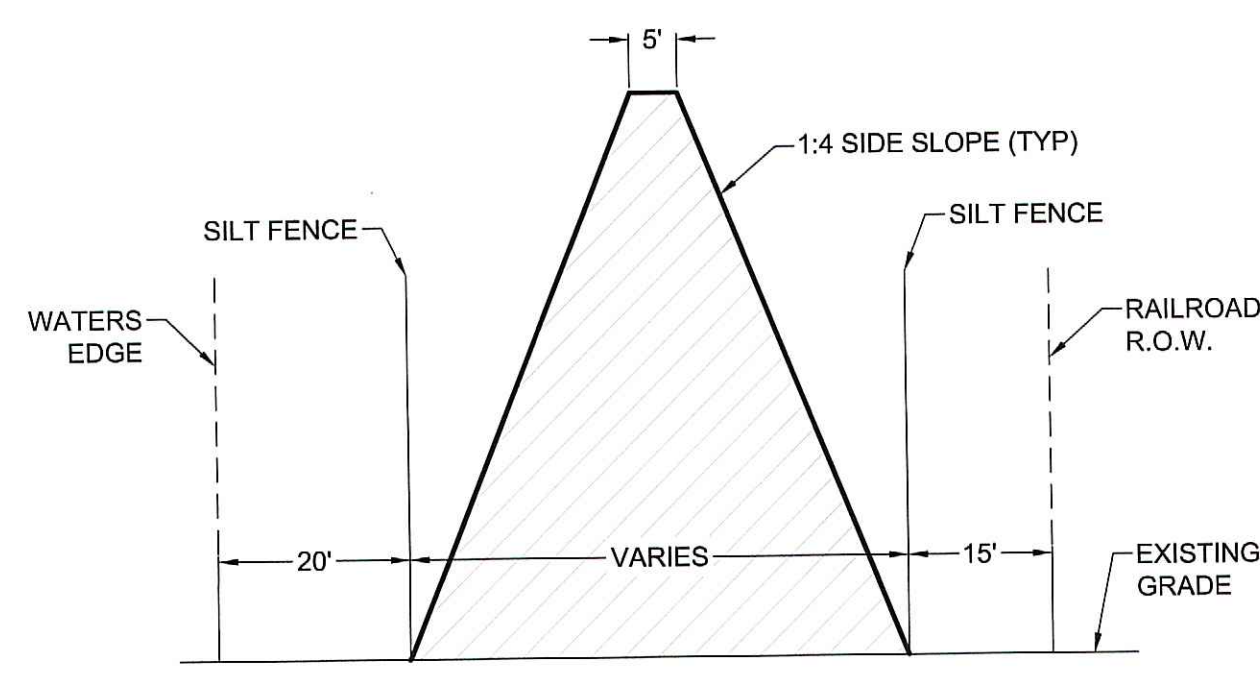




SCALE:
H: 1" = 20'
V: 1" = 2'



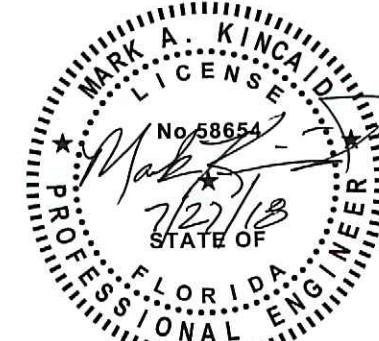
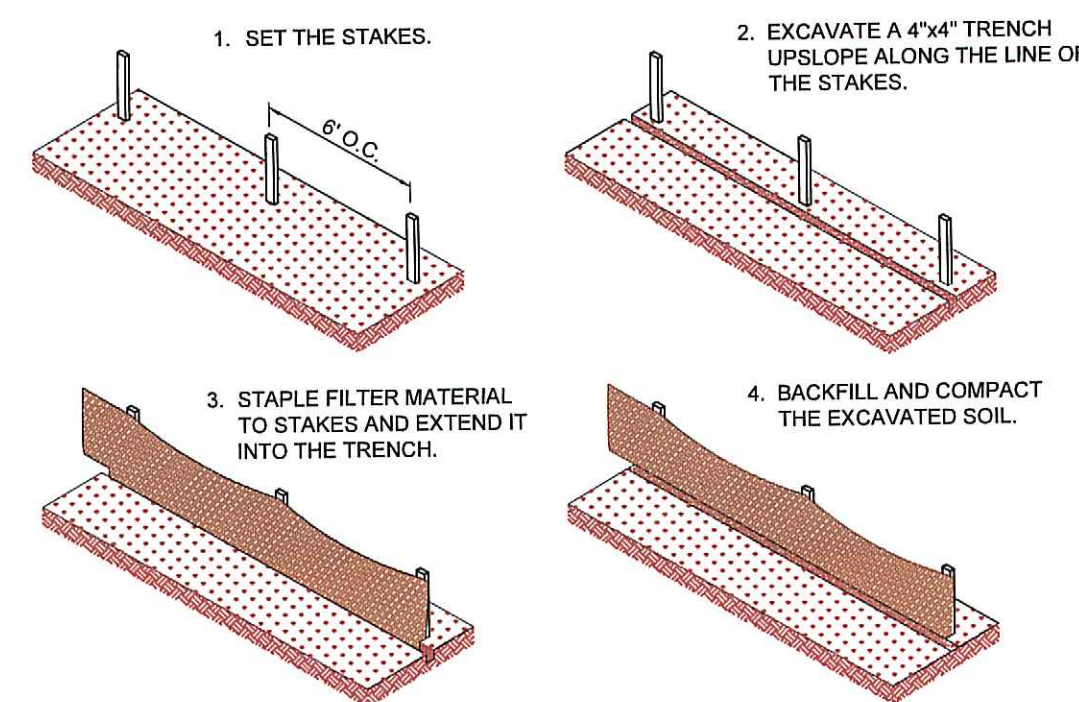
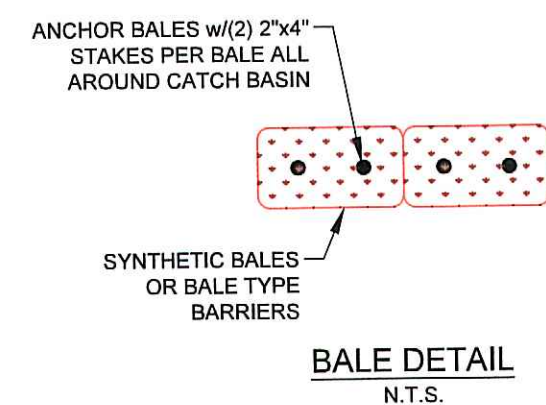
B-B' SECTION



C-C' SECTION

NOTES

- BEST MANAGEMENT PRACTICES SHALL BE UTILIZED FOR OFFLOAD SITES AND DISPOSAL AREAS.
- SILT FENCE SHALL BE INSTALLED AROUND AREAS WHERE FILL WILL BE PLACED.
- HAY BALES SHALL BE INSTALLED ALONG SHORELINES WHERE FILL WILL BE OFFLOADED.
- BALES SHOULD BE ANCHORED W2-1"x2" (OR 1" DIA.)x4' WOOD STAKES. STAKES OF OTHER MATERIAL OR SHAPE PROVIDING EQUIVALENT STRENGTH MAY BE USED IF APPROVED BY ENGINEER. STAKES OTHER THAN WOOD SHALL BE REMOVED UPON COMPLETION OF THE PROJECT.
- ADJACENT BALES SHALL BE BUTTED FIRMLY TOGETHER.
- BALES SHALL BE PLACED ON THE UPSTREAM SIDE OF THE FENCE.
- CONTRACTOR SHALL STABILIZE SEDIMENT TO MINIMIZE EROSION.
- MAXIMUM ELEVATION CHANGE OF DISPOSAL AREA 1 SHALL BE 3 FEET. EXCESS FILL FROM DREDGE AREA 1 SHALL BE TRANSPORTED TO DISPOSAL AREAS 2 AND/OR 3.
- FILL SHALL BE GRADED TO PREVENT PONDING.



COASTAL ENGINEERING CONSULTANTS, INC.
A CEI GROUP COMPANY
Serving Florida Since 1977
3106 SOUTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104

SHEET 5
FILE NO.: 18201-C-5

COASTAL AND MARINE ENGINEERING
ENVIRONMENTAL SERVICES
GEOLOGICAL SERVICES
SURVEY AND MAPPING

CLIENT:

LEE COUNTY

TITLE:

TEN MILE CANAL DREDGING
DISPOSAL AREAS 2 & 3

DATE: 7/5/2018 SCALE: AS NOTED

DRAWN: SDB F.B.

CHECKED: MAK PG.

SEC: TWP. RNG.

ACAD NO. 18201-C.dwg

REF. NO. 18.201

DATE

NO.

BY

REVISION DESCRIPTION

THIS DOCUMENT AND THE CONCEPTS AND DESIGN PRESENTATION HEREIN ARE THE PROPERTY OF COASTAL AND MARINE ENGINEERING, ENVIRONMENTAL SERVICES, GEOLOGICAL SERVICES, SURVEY AND MAPPING, INC. (CME). IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF CME.

Attachment B

**U.S. Department of Agriculture
Natural Resources Conservation Service**

General Terms and Conditions

Sponsor's EWP Guide

Appendix L - GENERAL TERMS AND CONDITIONS

NATURAL RESOURCES CONSERVATION SERVICE U.S. DEPARTMENT OF AGRICULTURE

ATTACHMENT B - GENERAL TERMS AND CONDITIONS

I. APPLICABLE REGULATIONS

- a. The recipient, and recipients of any subawards under this award, agree to comply with the following regulations, as applicable. (The full text of Code of Federal Regulations references may be found at <http://www.access.gpo.gov/nara/cfr/cfr-table-search.html#page1> and http://www.ecfr.gov/cgi-bin/text-idx?SID=b5822062c34bd3c5d5fd29ca42cd080e&tpl=/ecfrbrowse/Title02/2cfr200_m_ain_02.tpl)
 - (1) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards"
 - (2) 7 CFR Part 3017, "Governmentwide Debarment and Suspension (Nonprocurement)"
 - (3) 7 CFR Part 3018, "New Restrictions on Lobbying"
 - (4) 7 CFR Part 3021, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)"
 - (5) 2 CFR Part 25, "Universal Identifier and Central Contractor Registration"
 - (6) 2 CFR Part 170 "Reporting Subaward and Executive Compensation Information"
- b. The recipient, and recipients of any subawards under this award, assures and certifies that it will comply with the following regulations, as applicable. (The full text of Code of Federal Regulations references may be found at <http://www.access.gpo.gov/nara/cfr/cfr-table-search.html#page1>.)
 - (1) 7 CFR Part 3017, "Governmentwide Debarment and Suspension (Nonprocurement)"
 - (2) 7 CFR Part 3018, "New Restrictions on Lobbying"
 - (3) 7 CFR Part 3021, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)"
 - (4) 7 CFR Part 3052, "Audits of States, Local Governments, and Nonprofit Organizations"
 - (5) Public Law 109-282, "Federal Funding Accountability and Transparency Act of 2006"
 - (6) 2 CFR Section 175, "Award Term for Trafficking in Persons"
- c. Allowable project costs will be determined in accordance with the authorizing statute, the purpose of the award, and to the extent applicable to the type of organizations receiving the award, regardless of tier. The following portions of the Code of Federal

Sponsor's EWP Guide

Regulations are hereby incorporated by reference (the full text of Code of Federal Regulations references may be found at <http://www.access.gpo.gov/nara/cfr/cfr-table-search.html#page1> and http://www.ecfr.gov/cgi-bin/text-idx?SID=b5822062c34bd3c5d5fd29ca42cd080e&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl):

- (1) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles And Audit Requirements For Federal Awards"
- (2) 48 CFR Part 31, "Contract Cost Principles and Procedures"

II. UNALLOWABLE COSTS

The following costs are not allowed:

- a. Costs above the amount authorized for the project
- b. Costs incurred after the expiration of the award including any no-cost extensions of time
- c. Costs that lie outside the scope of the approved project and any amendments thereto
- d. Compensation for injuries to persons or damage to property arising from project activities

This list is not exhaustive. Questions about the allowability of particular items of costs should be directed to the NRCS administrative contact identified in the award.

III. CONFIDENTIALITY

- a. Activities performed under this award may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term "confidential information" means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of NRCS.
- b. The recipient's personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The recipient's personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).

IV. PRIOR APPROVAL REQUIREMENTS

The following are the most common situations requiring prior approval. However, the recipient is also bound by any other prior approval requirements of the applicable administrative provisions and Federal cost principles.

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- a. Purpose or Deliverables.—When it is necessary for the recipient to modify the purpose or deliverables, the recipient must submit a written request and justification for the change along with the revised purpose or deliverables of the award to the NRCS administrative contact. The request should contain the following:
 - 1. Grant or agreement number
 - 2. Narrative explaining the requested modification to the project purpose or deliverables
 - 3. A description of the revised purpose or deliverables
 - 4. Signatures of the authorized representative, project director, or both
- b. Subcontractual Arrangement.—The recipient must submit a justification for the proposed subcontractual arrangements, a statement of work to be performed, and a detailed budget for the subcontract to the NRCS administrative contact. Subcontractual arrangements disclosed in the application do not require additional postaward approval.
- c. Absence or Change in Project Leadership.—When a project director or the person responsible for the direction or management of the project—
 - 1. Relinquishes active direction of the project for more than 3 consecutive months or has a 25 percent or more reduction in time devoted to the project, the grantee must notify the NRCS administrative contact in writing, identifying who will be in charge during the project director's absence. The notification must include the qualifications and the signature of the replacement, signifying his or her willingness to serve on the project.
 - 2. Severs his or her affiliation with the grantee, the grantee's options include—
 - i. Replacing the project director. The grantee must request written approval of the replacement from the NRCS administrative contact and must include the qualifications and the signature of the replacement signifying his or her willingness to serve on the project.
 - ii. Subcontracting to the former project director's new organization. The grantee must request approval from the administrative contact to replace the project manager and retain the award, and to subcontract to the former project director's new organization certain portions of the project to be completed by the former project director.
 - iii. Relinquishing the award. The grantee must submit to the NRCS administrative contact a signed letter by the grantee and the project director that indicates that the grantee is relinquishing the award. The letter must include the date the project director is leaving and a summary of progress to date. A final Standard Form (SF) 425 reflecting the total amount of funds spent by the recipient must be attached to the letter.
 - 3. Transfers the award to his or her new organization, the authorized organization's representative at the new organization must submit the

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following to the NRCS administrative contact as soon as the transfer date is firm and the amount of funds to be transferred is known:

- i. The forms and certifications included in the application package
- ii. A project summary and work statement covering the work to be completed under the project (deliverables and objectives must be the same as those outlined in the approved proposal)
- iii. An updated qualifications statement for the project director showing his or her new organizational affiliation
- iv. Any cost-sharing requirements under the original award transfer to the new institution; therefore, cost-sharing information must be included in the proposal from the new organization

Note: The transfer of an award from one organization to another can take up to 90 days to accomplish, which may result in a delay in the project director resuming the project at the new organization.

d. Budget Revisions.—Budget revisions will be in accordance with 2 CFR Part 200.308.

e. No-Cost Extensions of Time.—When a no-cost extension of time is required, the recipient must submit a written request to the NRCS administrative contact no later than 30 days before the expiration date of the award. The request must contain the following:

- The length of additional time required to complete the project and a justification for the extension
- A summary of progress to date
- An estimate of funds expected to remain unobligated on the scheduled expiration date
- A projected timetable to complete the portions of the project for which the extension is being requested
- Signature of the grantee and the project director
- A status of cost sharing to date (if applicable)

Note: An extension will not exceed 12 months. Only in exceptional cases will more than one extension be granted. Requests for no-cost extensions received after the expiration of the award will not be granted.

V. PAYMENTS

- a. Payment by NRCS to the entity will be made monthly or quarterly (whichever is mutually agreed upon by both parties) on a reimbursable or advanced basis upon completion of work outlined herein. Payment will be executed upon the submission

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of a properly executed form SF-270. The SF-270 must cite the agreement number, remittance address, and billing period. The SF-270 must be sent to the NRCS administrative contact at the address identified in block 8 of the Notice of Grant/Agreement Award.

- b. Unless otherwise specified in the award, the recipient must receive payments through electronic funds transfers.
- c. Recipients requesting advances should request payments in amounts necessary to meet their current needs pursuant to procedures contained in the Federal administrative provisions and 31 CFR Part 205.
- d. The method of payment between the recipient and its contractors will be in accordance with the policies and procedures established by the recipient except that the contractors may not use the USDA Office of Financial Management/National Finance Center method to request payments. If the grantee makes advance payments to contractors, the grantee must ensure that the timing of such payments is designed to minimize elapsed time between the advance payment and the disbursement of funds. Payment requests from the grantee's contractors will not be sent to NRCS for review or approval.
- e. Accounting records for all costs incurred under this award must be supported by source documentation. Such documentation includes, but is not limited to, canceled checks, paid bills, payroll records, and subcontract award documents. Labor cost charges to this award must be based upon salaries actually earned and the time actually worked on this award. All project costs must be incurred within the approved project period of this award, including any approved no-cost extension of time. Costs that cannot be supported by source documentation or that are incurred outside of the approved project period and budget may be disallowed and may result in award funds being returned to the Federal Government by the recipient.

VI. FINANCIAL REPORTING

- a. Recipients must submit a Federal Financial Report (FFR), SF 425 and 425A, in accordance with the following schedule (recipients may download the applicable form at <http://www.forms.gov>):

<u>Quarterly Schedule</u>	<u>Report Due Date</u>
October 1 to December 31	January 31
January 1 to March 31	April 30
April 1 to June 30	July 30
July 1 to September 30	October 30

Reports must be submitted on an accrual accounting basis. Failure to submit reports in accordance with the above schedule may result in suspension or termination of award.

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- b. A final Report must be submitted no later than 90 days after the completion of the award. For final FFRs, reporting end date must be the end date of the project or agreement period. The reports should be submitted to the NRCS administrative contact identified in award notifications.

VII. PERFORMANCE MONITORING AND REPORTING

- a. The recipient is responsible for monitoring day-to-day performance and for reporting to NRCS. If the project involves subcontractual arrangements, the recipient is also responsible for monitoring the performance of project activities under those arrangements to ensure that approved goals and schedules are met.
- b. Every 6 months the recipient must submit a written progress report. Each report must cover—
 - 1. A comparison of actual accomplishments with the goals and objectives established for the reporting period and, where project output can be quantified, a computation of the costs per unit of output.
 - 2. The reasons why goals and objectives were not met, if appropriate.
 - 3. Additional pertinent information including, where appropriate, analysis and explanation of cost overruns or high unit cost.
- c. The recipient must submit a final performance report within 90 days after completion of project.

VIII. SPECIAL PROVISIONS

- a. The recipient assures and certifies that it will comply with the minimum-wage and maximum-hour provisions of the Federal Fair Labor Standards Act.
- b. Employees of NRCS will participate in efforts under this agreement solely as representatives of the United States. To this end, they may not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the recipient. They also may not assist the recipient with efforts to lobby Congress or to raise money through fundraising efforts. Further, NRCS employees must report to their immediate supervisor any negotiations with the recipient concerning future employment and must refrain from participation in efforts regarding such parties until approved by the agency.
- c. Employees of the recipient will not be considered Federal employees or agents of the United States for any purposes under this agreement.

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IX. PATENTS, INVENTIONS, COPYRIGHTS, AND ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER

- a. Allocation of rights of patents, inventions, and copyrights must be in accordance with 2 CFR Part 200.315. This regulation provides that small businesses normally may retain the principal worldwide patent rights to any invention developed with USDA support.
- b. In accordance with 37 CFR Section 401.14, each subject invention must be disclosed to the Federal agency within 2 months after the inventor discloses it in writing to contractor personnel responsible for patent matters. Invention disclosure statements pursuant to 37 CFR Section 401.14(c) must be made in writing to:

Acquisitions Division
Grants and Agreements Team
1400 Independence Avenue, SW.
Room 6823 South Building
Washington, DC 20250

- c. USDA receives a royalty-free license for Federal Government use, reserves the right to require the patentee to license others in certain circumstances, and requires that anyone exclusively licensed to sell the invention in the United States must manufacture it domestically.
- d. The following acknowledgment of NRCS support must appear in the publication of any material, whether copyrighted or not, and any products in electronic formats (World Wide Web pages, computer programs, etc.) that is substantially based upon or developed under this award:

- “This material is based upon work supported by the Natural Resources Conservation Service, U.S. Department of Agriculture, under number [recipient should enter the applicable award number here].”

In addition, all publications and other materials, except scientific articles or papers published in scientific journals, must include the following statement:

- “Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture.”

The recipient is responsible for ensuring that an acknowledgment of NRCS is made during news media interviews, including popular media such as radio, television, and news magazines, that discuss in a substantial way work funded by this award.

X. COST-SHARING REQUIREMENTS

- a. If the award has specific cost-sharing requirements, the cost-sharing participation in other projects may not be counted toward meeting the specific cost-share requirement

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of this award, and must come from non-Federal sources unless otherwise stated in the applicable program announcement.

- b. Should the recipient become aware that it may be unable to provide the cost-sharing amount identified in this award, it must—
 - 1. Immediately notify the NRCS administrative contact of the situation.
 - 2. Specify the steps it plans to take to secure replacement cost sharing.
 - 3. Indicate the plans to either continue or phase out the project in the absence of cost sharing.
- c. If NRCS agrees to the organization's proposed plans, the recipient will be notified accordingly. If the organization's plans are not acceptable to NRCS, the award may be subject to termination. NRCS modifications to proposed cost sharing revisions are made on a case-by-case basis.
- d. Failure by the recipient to notify NRCS in accordance with paragraph (b) above may result in the disallowance of some or all the costs charged to the award, the subsequent recovery by NRCS of some of the NRCS funds provided under the award, and possible termination of the award, and may constitute a violation of the terms and conditions of the award so serious as to provide grounds for subsequent suspension or debarment.
- e. The recipient must maintain records of all project costs that are claimed by the recipient as cost sharing as well records of costs to be paid by NRCS. If the recipient's cost participation includes in-kind contributions, the basis for determining the valuation for volunteer services and donated property must be documented.

XI. PROGRAM INCOME

Income derived from patents, inventions, or copyrights will be disposed of in accordance with the recipient's own policies. General program income earned under this award during the period of NRCS support must be added to total project funds and used to further the purpose and scope of this award or the legislation under which this award is made.

XII. NONEXPENDABLE EQUIPMENT

Recipients purchasing equipment or products with funds provided under this award are encouraged to use such funds to purchase only American-made equipment and products. Title to nonexpendable equipment purchased with award funds will vest in the recipient upon completion of the award project and acceptance by NRCS of required final reports. When equipment is no longer needed by the recipient and the per-unit fair market value is less than \$5,000, the recipient may retain, sell, or dispose of the equipment with no further obligation to NRCS. However, if the per-unit fair market value is \$5,000 or more, the recipient must submit a written request to the NRCS administrative contact for disposition instructions.

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XIII. LIMIT OF FEDERAL LIABILITY

The maximum financial obligation of NRCS to the recipient is the amount of funds indicated in the award as obligated by NRCS. However, in the event that an erroneous amount is stated on the approved budget, or any supporting document relating to the award, NRCS will have the unilateral right to make the correction and to make an appropriate adjustment in the NRCS share of the award to align with the Federal amount authorized.

XIV. MODIFICATIONS AND TERMINATIONS

NRCS may amend or modify the award through an exchange of correspondence between authorized officials of the recipient and NRCS. The award is subject to termination if NRCS determines that the recipient has failed to comply with the terms and conditions of the award. In the event that the award is terminated, the financial obligations of the parties will be those set forth in 2 CFR Part 200.339.

XV. AWARD CLOSEOUT

Award closeout is the process by which NRCS determines that all required project activities have been performed satisfactorily and all necessary administrative actions have been completed.

Attachment C
Florida Department of Protection
Permitting Information



Florida Department of Environmental Protection

South District
Post Office Box 2549
Fort Myers, Florida 33902-2549
SouthDistrict@floridadep.gov

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

CORRECTED LETTER

May 2, 2018

Lee County BOCC &
~~West Coast Inland Navigation District~~
c/o
Mike Campbell
1500 Monroe Street
Ft. Myers, FL 33901
mcampbell@leegov.com

File No.: 0221500-007 EE, Lee County

Dear Mike Campbell:

On April 11, 2018, we received your request for verification of exemption to perform the following activities:

To Maintenance dredge two sections of the 10-mile canal, approximately 8,250 linear feet, removing 40,000 cubic yards of material, to previous dredge limits due to shoaling from Hurricane Irma and for future flood protection between Mullock Creek and US-41. in 10-Mile Canal, Class III Waters, Section 24, Township 45 South, Range 24 East, Lee County.

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

Your project either qualifies or was not applicable for all three authorizations types.

However, this letter does not relieve you from the responsibility of obtaining other federal, state, or local authorizations that may be required for the activity.

1. Regulatory Review – VERIFIED

Based on the information submitted, the Department has verified that the activity as proposed is exempt under Chapter 62-330.051(7)(a), Florida Administrative Code, and Section 403.813(1)(f)

of the Florida Statutes from the need to obtain a regulatory permit under Part IV of Chapter 373 of the Florida Statutes.

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

2. Proprietary Review - NOT REQUIRED

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

3. SPGP Review - APPROVED

Your proposed activity, as outlined in your application and attached drawings, qualifies for Federal authorization pursuant to the State Programmatic General Permit V, and a **SEPARATE permit** or authorization **will not be required** from the Corps. Please note that the Federal authorization expires on July 26, 2021. However, your authorization may remain in effect for up to 1 additional year, if provisions of Special Condition B. 27 of the SPGP V permit instrument are met. You, as permittee, are required to adhere to all General Conditions and Special Conditions that may apply to your project." Special conditions required for your project are attached. A copy of the SPGP V with all terms and conditions and the General Conditions may be found at <http://www.saj.usace.army.mil/Missions/Regulatory/Source-Book/>."

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

Additional Information

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

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the

deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the Department's final action may be different from the position taken by it in this notice.

Petition for Administrative Hearing

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

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, any email address, any facsimile number, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000 or by email to Agency_clerk@dep.state.fl.us. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S. must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. Under Section 120.60(3), F.S., however, any person who has asked the Department for notice of agency action may file a petition within 21 days of receipt of such notice, regardless of the date of publication. The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to

intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

Extension of Time

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

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

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

Judicial Review

Any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, with the Clerk of the Department in the Office of General Counsel, 3900 Commonwealth Boulevard, M.S. 35, Tallahassee, Florida 32399-3000; and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate District

Court of Appeal. The Notice of Appeal must be filed within 30 days from the date this action is filed with the Clerk of the Department.

Thank you for applying to the Submerged Lands and Environmental Resource Permit Program. If you have any questions regarding this matter, please contact Daniel Sensi by telephone at (239) 344-5614 or by e-mail at Daniel.Sensi@floridadep.gov. When referring to this project, please reference the file number listed above.

Executed in Orlando, Florida

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Megan Mills
Permitting Program Administrator
South District


CERTIFICATE OF SERVICE

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

None

FILING AND ACKNOWLEDGMENT

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



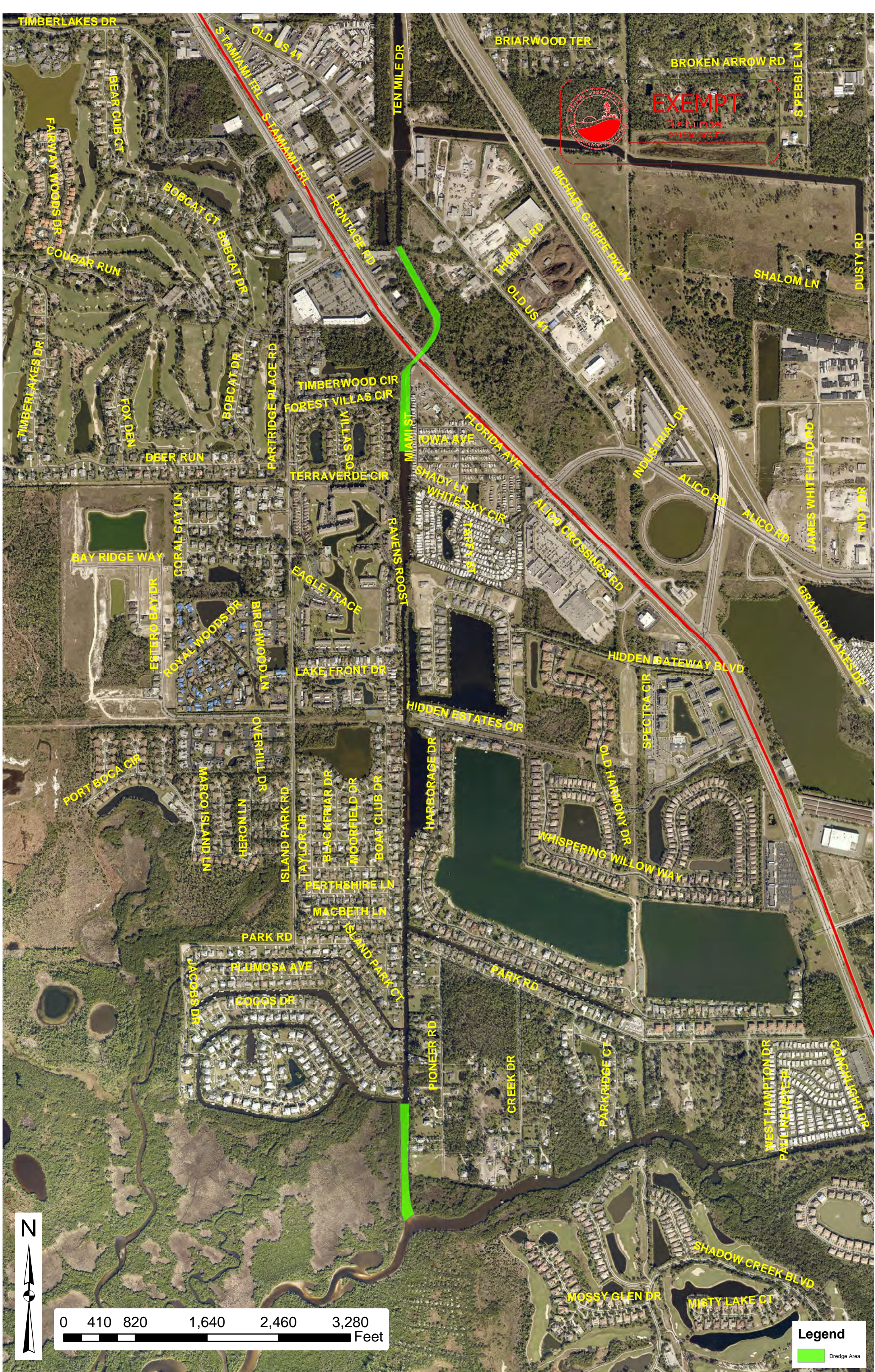
Clerk

May 4, 2018

Date

Enclosures:

7 Project drawings
62-330.051(7)(a), F.A.C./403.813(1)(f), F.S.
General Conditions for Federal Authorization for SPGP V
Special Conditions for Use of the SPGP V
Sea Turtle and Smalltooth Sawfish Construction Conditions
Standard Manatee Conditions for In-water Work 2011
Manatee ACOE Key Lee County



NOTES:

1. ALL ELEVATIONS SHOWN ARE IN NAVD88.
2. PROPOSED CROSS SECTIONS SHOWN ARE FROM "TEN MILE WATER MANAGEMENT PLAN" DATED JULY 1975 (REVISED 12-15-77), CREATED BY JOHNSON ENGINEERING INC.
3. EXISTING GRADE SHOWN IS FROM AIM ENGINEERING.

EXEMPT
File Number:
221500-007 EE



**Received
Electronically**
APRIL 12, 2018
South District

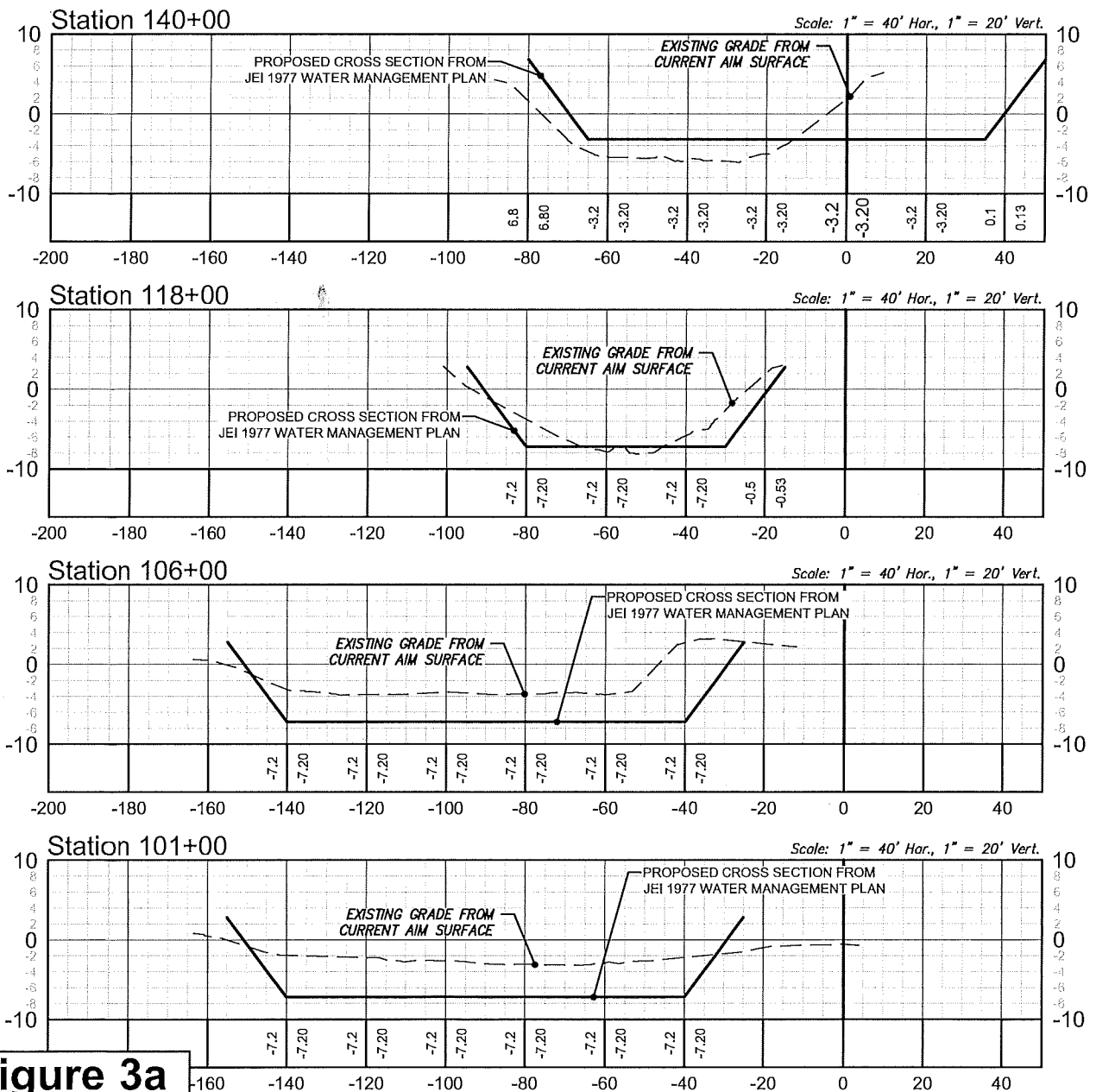


Figure 3a

JOHNSON
ENGINEERING

JOHNSON ENGINEERING, INC.
2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE: (239) 334-0046
FAX: (239) 334-3661
E.B. #642 & L.B. #642

**TEN MILE CANAL
CROSS SECTIONS**

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
Jan. 9, 2018	20160372-007	01-46-24	As Shown	01

NOTES:

1. ALL ELEVATIONS SHOWN ARE IN NAVD88.
2. PROPOSED CROSS SECTIONS SHOWN ARE FROM "TEN MILE WATER MANAGEMENT PLAN" DATED JULY 1975 (REVISED 12-15-77), CREATED BY JOHNSON ENGINEERING INC.
3. EXISTING GRADE SHOWN IS FROM AIM ENGINEERING.

EXEMPT
File Number:
271900-007 EE



**Received
Electronically
APRIL 12, 2018
South District**

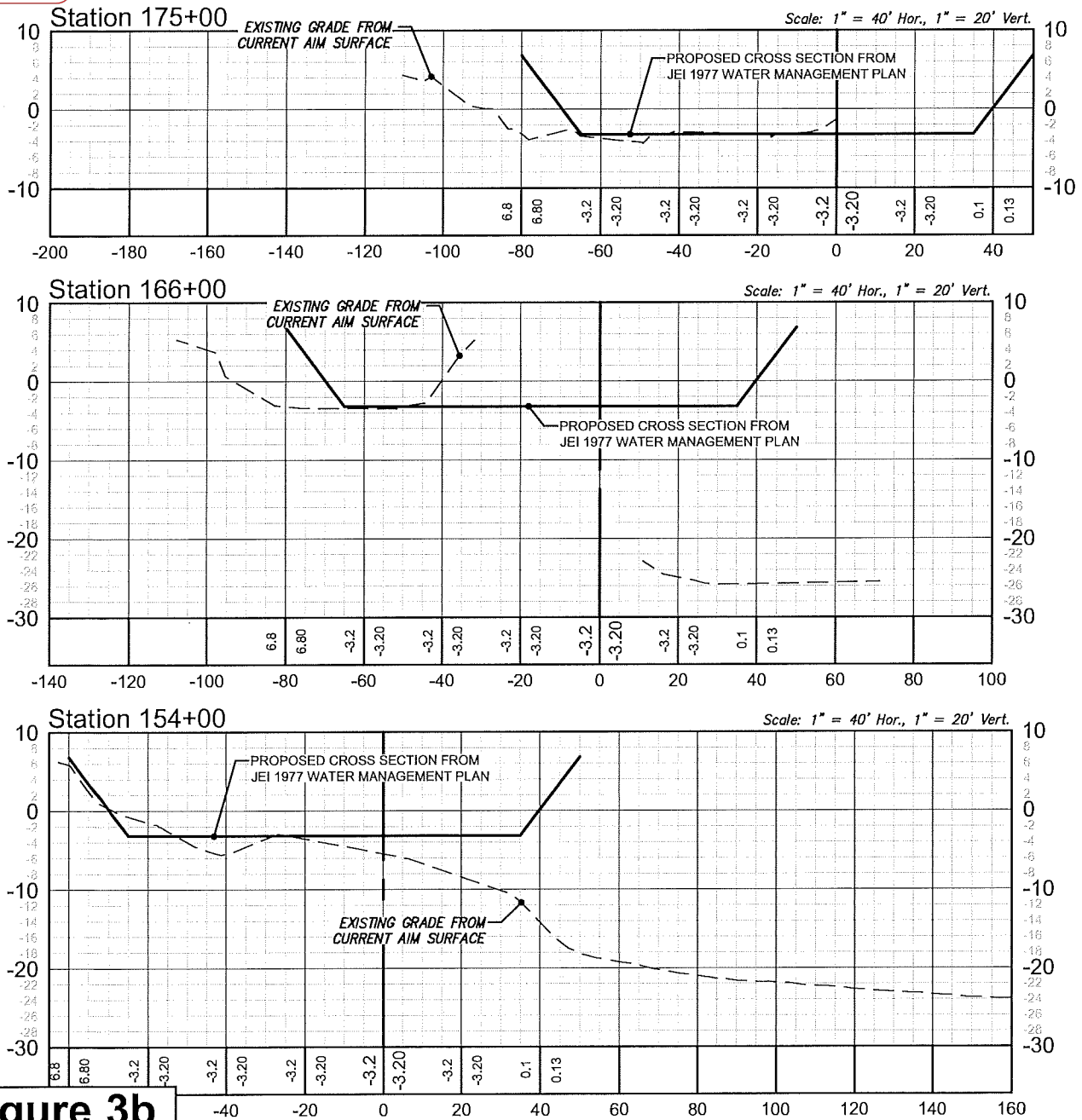


Figure 3b

**JOHNSON
ENGINEERING**

JOHNSON ENGINEERING, INC.
2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE: (239) 334-0046
FAX: (239) 334-3661
E.B. #642 & L.B. #642

**TEN MILE CANAL
CROSS SECTIONS**

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
Jan. 9, 2018	20160372-007	01-46-24	As Shown	02

1. ALL ELEVATIONS SHOWN ARE IN NAVD88.
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3. EXISTING GRADE SHOWN IS FROM A/E ENGINEERING.

Received
Electronically
APRIL 12, 2018
South District



EXEMPT
File Number:

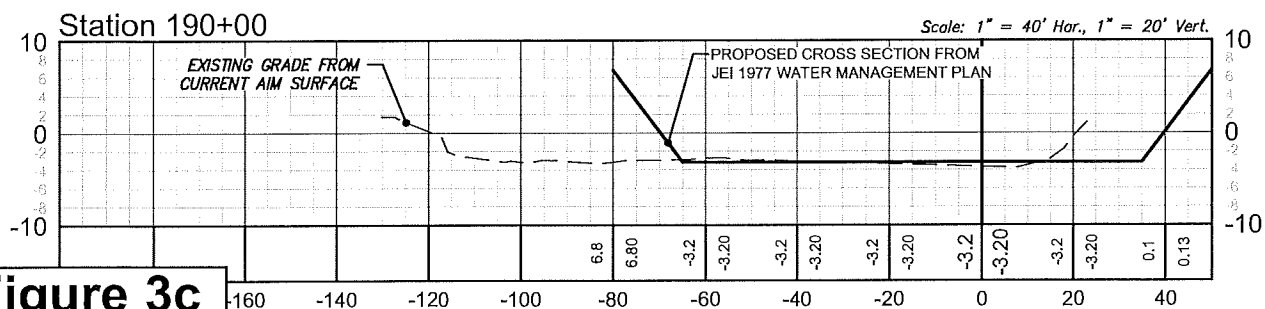
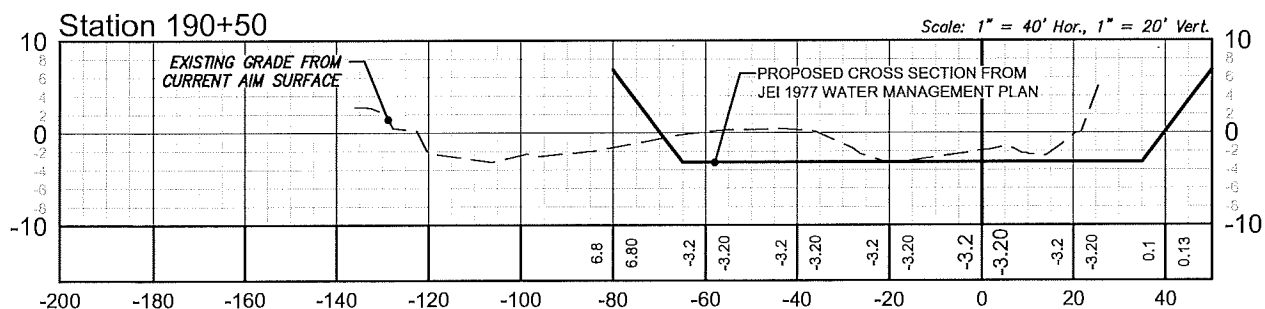
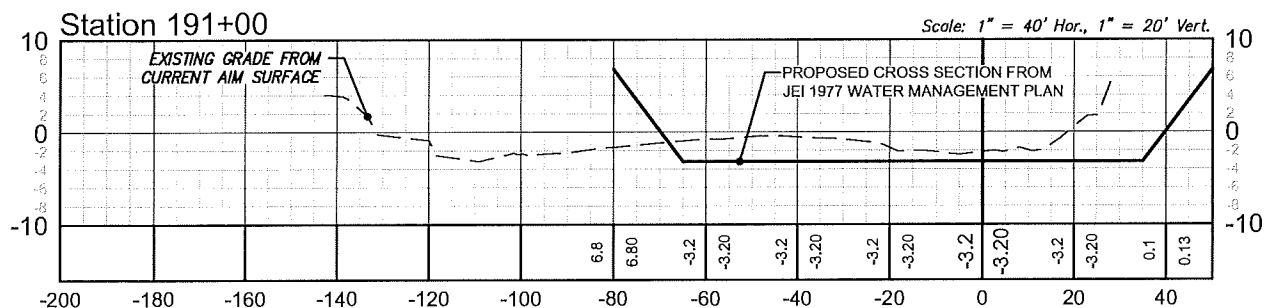
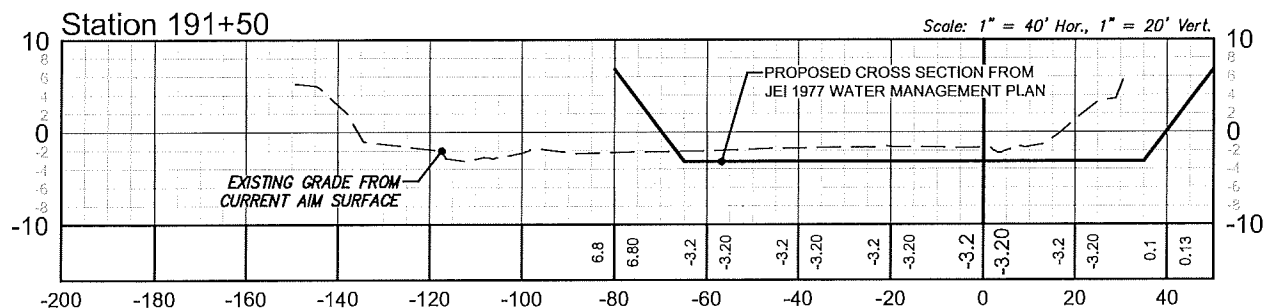
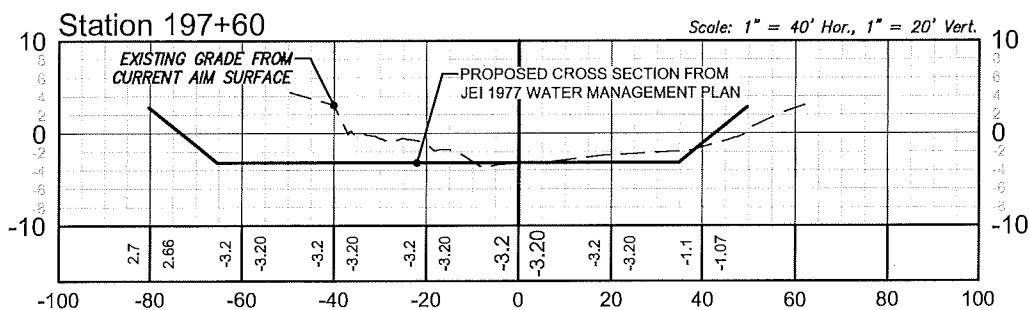


Figure 3c

JOHNSON
ENGINEERING

JOHNSON ENGINEERING, INC.
2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE: (239) 334-0046
FAX: (239) 334-3661
E.B. #642 & L.B. #642

TEN MILE CANAL CROSS SECTIONS

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
Jan. 9, 2018	20160372-007	01-46-24	As Shown	03



Property Data

STRAP: 06-46-25-00-00003.0040 Folio ID: 10262482

Owner Of Record

MCLAUGHLIN TERRENCE J 52% +
MCLAUGHLIN TIMOTHY J 24% + SAPP MARGARET MCLAUGHLIN 24%
16340 OLD US 41
FORT MYERS FL 33912

Site Address

16340 OLD US 41
FORT MYERS FL 33912

Property Description

Do not use for legal documents!

PARL NW 1/4 OF SEC DESC OR 2070/3859 + OR 2115/3534

Classification / DOR Code

WAREHOUSING, DISTRIBUTION TERMINALS / 48

[Tax Map Viewer]



[Pictometry Aerial Viewer]



Current Working Values



As Of



Just

715,301

07/10/2017

Attributes

Land Units Of Measure	SF
Units	272685.60
Frontage	0
Depth	0
Total Number of Buildings	2
Total Bedrooms / Bathrooms / Fixtures	0 / 3.0 / 4
Total Living Area	4,280
1st Year Building on Tax Roll	1990
Historic District	No

Image of Structure



◀ Photo Date July of 2012 ▶



Exemptions



Values (2017 Tax Roll)



Taxing Authorities



Sales / Transactions



Building/Construction Permit Data



Parcel Numbering History



Location Information

TRIM (proposed tax) Notices are available for the following tax years



Lee County Property Appraiser

**EXEMPT**File Number:
221500-007 EETax Year 2017
[Next Parcel Number](#)
[Previous Parcel Number](#)
[Tax Estimator](#)
[Tax Bills](#)
[Print](#)

Property Data

STRAP: 01-46-24-00-00009.0020 Folio ID: 10219871

Owner Of Record

ISLAND PARK INVESTMENTS LLC
11220 METRO PKWY STE 27
FORT MYERS FL 33966

Site Address

ACCESS UNDETERMINED
FORT MYERS FL 33908

Property Description

Do not use for legal documents!

PARL NE 1/4 OF SE 1/4
W OF US 41 DESC IN
OR 2123 PG 2737 LESS ROW
DESC IN 2008000106271

Classification / DOR Code

VACANT COMMERCIAL / 10

[Tax Map Viewer]



[Pictometry Aerial Viewer]



Current Working Values



As Of 07/10/2017

Just 1,132,646

Attributes

Land Units Of Measure ⓘ

Multiple - see Appraisal Details

Units ⓘ

Multiple - see Appraisal Details

Frontage 0

Depth 0

Total Number of Buildings 0

Total Bedrooms / Bathrooms 0

Total Living Area ⓘ 0

1st Year Building on Tax Roll ⓘ N/A

Historic District No

Image of Structure



◀ Photo Date September of 2011 ▶



Exemptions



Values (2017 Tax Roll)



Taxing Authorities



Sales / Transactions



Parcel Numbering History



Location Information



Solid Waste (Garbage) Roll Data

TRIM (proposed tax) Notices are available for the following tax years



Property Data

STRAP: 18-46-25-00-00023.0030 Folio ID: 10270306

Owner Of Record - Sole Owner

RUFFINO STEPHEN SR
18446 PIONEER RD
FORT MYERS FL 33908

Site Address

18476 PIONEER RD
FORT MYERS FL 33908

Property Description

Do not use for legal documents!

PARL IN SW 1/4 OF SW 1/4
OF NW 1/4 DESC OR 496
PG 825 + OR 637 PG 446 +
OR 1913 PG 4693

Classification / DOR Code

VACANT RESIDENTIAL / 00

[\[Tax Map Viewer \]](#)
[\[View Comparables \]](#)
[\[Pictometry Aerial Viewer \]](#)

Current Working Values



As Of

07/26/2017

Just

491,298

Attributes

Land Units Of Measure

AC

Units

2.46

Frontage

0

Depth

0

Total Number of Buildings

0

Total Bedrooms / Bathrooms

0

Total Living Area

0

1st Year Building on Tax Roll

N/A

Historic District

No

Image of Structure



Exemptions

**EXEMPT**File Number:
221500-007 EE

Values (2017 Tax Roll)



Taxing Authorities



Sales / Transactions



Building/Construction Permit Data



Parcel Numbering History



Location Information

[Previous Tax Map](#) [Proposed Tax Notices](#) [Not Available for the following tax years](#) [Home](#)
[2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017]

62-330.051 Exempt Activities.

The activities meeting the limitations and restrictions below are exempt from permitting. However, if located in, on, or over state-owned submerged lands, they are subject to a separate authorization under Chapters 253 and 258, F.S., and Chapters 18-18, 18-20, and 18-21, F.A.C., as applicable.

(7) Maintenance and Restoration –

(a) Maintenance dredging under Section 403.813(1)(f), F.S.

403.813 Permits issued at district centers; exceptions.—

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

(f) The performance of maintenance dredging of existing manmade canals, channels, intake and discharge structures, and previously dredged portions of natural water bodies within drainage rights-of-way or drainage easements which have been recorded in the public records of the county, where the spoil material is to be removed and deposited on a self-contained, upland spoil site which will prevent the escape of the spoil material into the waters of the state, provided that no more dredging is to be performed than is necessary to restore the canals, channels, and intake and discharge structures, and previously dredged portions of natural water bodies, to original design specifications or configurations, provided that the work is conducted in compliance with s. 379.2431(2)(d), provided that no significant impacts occur to previously undisturbed natural areas, and provided that control devices for return flow and best management practices for erosion and sediment control are utilized to prevent bank erosion and scouring and to prevent turbidity, dredged material, and toxic or deleterious substances from discharging into adjacent waters during maintenance dredging. Further, for maintenance dredging of previously dredged portions of natural water bodies within recorded drainage rights-of-way or drainage easements, an entity that seeks an exemption must notify the department or water management district, as applicable, at least 30 days prior to dredging and provide documentation of original design specifications or configurations where such exist. This exemption applies to all canals and previously dredged portions of natural water bodies within recorded drainage rights-of-way or drainage easements constructed prior to April 3, 1970, and to those canals and previously dredged portions of natural water bodies constructed on or after April 3, 1970, pursuant to all necessary state permits. This exemption does not apply to the removal of a natural or manmade barrier separating a canal or canal system from adjacent waters. When no previous permit has been issued by the Board of Trustees of the Internal Improvement Trust Fund or the United States Army Corps of Engineers for construction or maintenance dredging of the existing manmade canal or intake or discharge structure, such maintenance dredging shall be limited to a depth of no more than 5 feet below mean low water. The Board of Trustees of the Internal Improvement Trust Fund may fix and recover from the permittee an amount equal to the difference between the fair market value and the actual cost of the maintenance dredging for material removed during such maintenance dredging. However, no charge shall be exacted by the state for material removed during such maintenance dredging by a public port authority. The removing party may subsequently sell such material; however, proceeds from such sale that exceed the costs of maintenance dredging shall be remitted to the state and deposited in the Internal Improvement Trust Fund.

General Conditions for Federal Authorization for SPGP V

1. The time limit for completing the work authorized ends on July 26, 2021.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature of the new owner on the enclosed form and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Further Information:

1. Limits of this authorization.
 - a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.
 - b. This permit does not grant any property rights or exclusive privileges.
 - c. This permit does not authorize any injury to the property or rights of others.
 - d. This permit does not authorize interference with any existing or proposed Federal projects.

2. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

- a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
- b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
- c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
- d. Design or Construction deficiencies associated with the permitted work.
- e. Damage claims associated with any future modification, suspension, or revocation of this permit.

3. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

4. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

- a. You fail to comply with the terms and conditions of this permit.
- b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 3 above).
- c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

5. Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CER 209.170) accomplish the corrective measures by contract or otherwise and bill you for

the cost.

6. When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date the enclosed form.

7. The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the U.S. Army Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal, relocation or alteration.

Department of the Army Permit Transfer for SPGP V

PERMITEE: _____

PERMIT NUMBER: _____ DATE: _____

ADDRESS/LOCATION OF PROJECT:

(Subdivision)

(Lot)

(Block)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, does not expire.

To validate the transfer of this permit and the associated responsibilities associated with compliance with its terms and conditions, have the transferee sign and date below and mail to the U.S. Army Corps of Engineers, Enforcement Branch, Post Office Box 4970, Jacksonville, FL 32232-0019.

(Transferee Signature)

(Date)

(Name Printed)

(Street address)

(Mailing address)

(City, State, Zip Code)

Special Conditions Related to All Review and Authorizations

In addition to the conditions specified above, the following Special Conditions apply to all projects reviewed and/or authorized under the SPGP V.

1. The District Engineer reserves the right to require that any request for authorization under this SPGP V be evaluated as an Individual Permit. Conformance with the terms and conditions of the SPGP V does not automatically guarantee Federal authorization.
2. On a case-by-case basis the Corps may impose additional Special Conditions which are deemed necessary to minimize adverse environmental impacts.
3. Failure to comply with all conditions of the Federal authorizations under the SPGP V would constitute a violation of the Federal authorization.
4. No structure or work shall adversely affect or disturb properties listed in the National Register of Historic Places or those eligible for inclusion in the National Register. Prior to the start of work, the Applicant/Permittee or other party on the Applicant's/Permittee's behalf, shall conduct a search of known historical properties by contracting a professional archaeologist, and contacting the Florida Master Site File at 850-245-6440 or SiteFile@dos.state.fl.us. The Applicant/Permittee can also research sites in the National Register Information System (NRIS). Information can be found at <http://www.cr.nps.gov/nr/research>.
 - a. If, during the initial ground disturbing activities and construction work, there are archaeological/cultural materials unearthed (which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work in the vicinity and notify the Compliance and Review staff of the State Historic Preservation Office at 850-245-6333 and the Corps Regulatory Project Manager to assess the significance of the discovery and devise appropriate actions, including salvage operations. Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7.
 - b. In the unlikely event that human remains are identified, they will be treated in accordance with Section 872.05, Florida Statutes; all work in the vicinity shall immediately cease and the local law authority, the State Archaeologist (850-245-6444), and the Corps Regulatory Project Manager shall immediately be notified. Such activity shall not resume unless specifically authorized by the State Archaeologist and the Corps.
5. No work shall be authorized under the SPGP V which proposes the use of prefabricated modules for habitat creation, restoration, or enhancement except as allowed in Special Condition 15 for *Living Shorelines* of the *Shoreline Stabilization* category.
6. The Design and construction of a Project must comply with the following.

a. Where aquatic vegetation is present, adverse impacts to aquatic vegetation from construction of piling-supported structures may be avoided/minimized by adherence to, or employing alternative construction techniques that provide a higher level of protection than, the protective criteria in the joint U.S. Army Corps of Engineers'/National Marine Fisheries Service's "*Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat*" U.S. Army Corps of Engineers/National Marine Fisheries Service August 2001 (updated June 2008). Unless otherwise specifically approved by the National Marine Fisheries Service, where aquatic vegetation is present, piling-supported structures authorized under the SPGP V must comply with, or provide a higher level of protection than, the criteria contained in the referenced construction guidelines. Mangrove impacts are limited to the removal of mangroves along 4 linear feet of shoreline to accommodate a 4-ft-wide access walkway associated with a dock that meets the above guidelines.

b. Additionally, because of concerns about adverse impacts to the endangered Johnson's seagrass (*Halophila johnsonii*) in the lagoon and canal systems on Florida's east coast from Sebastian Inlet (Brevard County) south to and including central Biscayne Bay (Miami-Dade County), the following requirements must be met:

(1) Piling-supported structures must comply with, or provide a higher level of protection than, the criteria contained in the construction guidelines titled "*Key for Construction Conditions for Docks or Other Minor Structures Constructed in or Over Johnson's seagrass (Halophila johnsonii)*" National Marine Fisheries Service/U.S. Army Corps of Engineers - February 2002 (updated October 2002)."

(2) Removal of derelict vessels must comply with the practices of Special Condition 18.

(3) All other activities will have no effect on Johnson's seagrass, i.e., no seagrass is present.

c. The presence of seagrass will be determined utilizing the attached "*Submerged Aquatic Vegetation Survey Guidelines*".

7. For projects in waters accessible to sea turtles, Smalltooth sawfish, Gulf sturgeon, or Shortnose sturgeon, the Permittee will utilize the "*Sea Turtle and Smalltooth Sawfish Construction Conditions*" and the following additions:

a. Any collision(s) with and/or injuries to any whale, or sturgeon occurring during the construction of a project, shall be reported immediately to NMFS's Protected Resources Division (PRD) at (727-824-5312).

b. Reports to NMFS's Protected Resources Division (PRD) may be made by email to takereport.nmfs@noaa.gov.

c. Sea turtle and marine mammal stranding/rescue organizations' contact information is available by region at <http://www.nmfs.noaa.gov/pr/health/networks.htm>.

d. Smalltooth sawfish encounters shall be reported to <http://www.flmnh.ufl.edu/fish/sharks/sawfish/sawfishencounters.html>.

e. All work must occur during daylight hours.

8. The Permittee is responsible for obtaining any “take” permits required under the U.S. Fish and Wildlife Service’s regulations governing compliance with the Migratory Bird Treaty Act or the Bald and Golden Eagle Protection Act. The Permittee should contact the appropriate local office of the U.S. Fish and Wildlife Service to determine if such “take” permits are required for a particular activity.

9. The Permittee is responsible for compliance with 50 CFR 224.103(c) prohibiting approach within 500 yards of a right whale, with limited exceptions.

10. Turbidity control measures shall be used throughout construction to control erosion and siltation to ensure there are no violations of state or federal water quality standards. Turbidity control measures shall be: (1) for the smallest practicable area; (2) monitored daily to ensure listed species are not entangled or trapped in the project area; (3) shall be removed promptly upon project completion and the return of water quality conditions; (4) and shall not block entry to or exit from designated critical habitat. Siltation barriers shall be made of material in which listed species cannot become entangled (i.e., reinforced impermeable polycarbonate vinyl fabric [PVC]).

a. Turbidity curtains are not required where not practical in dynamic systems such as surf zones and could actually do more harm than good if the curtains become detached (e.g., they could entrap pelagic organisms and become entangled around benthic organisms, such as coral).

b. Turbidity barriers are not required if installation of single piling in deep water since is unlikely to adversely affect water quality.

11. In-water rope or chain must meet the following requirements: Industrial grade metal

chains or heavy cables that do not readily loop and tangle; All in-water lines (rope and cable) must be thick and taut and cannot have excess line in the water; Lines can be enclosed in a plastic or rubber sleeve/tube to add rigidity.

12. No work shall occur where hard bottom or any hard or coral including ESA-listed coral species are present within the footprint of the project.

13. No work shall occur that results in removal of mangroves (including prop roots), except:

a. as provided by Special Condition 6.a.; or,

b. for removal of mangroves growing at the foot or from an existing seawall whose removal needed to repair the seawall.

14. No work shall occur that results in impacts to seagrass except as provided by Special Condition 6.

15. (For *Docks, Piers, Associated Facilities, and Other Minor Piling-Supported Structures and Boat Ramps and Boat Launch Areas and Structures Associated with Such Ramps or Launch Areas.*)

a. Aids to Navigation and Private Aids to Navigation (e.g. attached to the structures authorized by the SPGP) must be approved by and installed in accordance with U.S. Coast Guard requirements.

b. Temporary structures associated with marine events will be removed and the site restored upon completion of the event.

c. (For multi-family residential docks (e.g., condos, trailer parks, apartment complexes) designated for fishing or vessel storage, for temporary marine event pile-supported structures involving high speed vessel traffic or fishing, and for commercial or public boat ramps.) Install educational signs as follows in a visible location to alert boaters of listed species in the area susceptible to vessel strikes or hook-and-line captures. NMFS website (http://sero.nmfs.noaa.gov/protected_resources/section_7/protected_species_educational_signs/index.html) provides sign installation guidance and most current version of the signs.

(1) All commercial and public boat ramps shall install the Save Sea Turtle, Sawfish, and Dolphin sign.

(2) If the Project occurs within the range of Gulf, Atlantic, or Shortnose sturgeon, the Permittee will install and maintain the *Report Sturgeon* sign.

(3) If the Project occurs within 14 miles of North Atlantic Right Whale critical habitat, the Permittee will install and maintain the *Help Protect North Atlantic Right Whales* sign.

d. Project construction will take place from uplands or from floating equipment (e.g., barge); prop or wheel-washing is prohibited.

16. (For *Transient activities.*)

a. Temporary structures shall not block access of species to an area such as preventing movement in or out of a river or channel.

b. (For *scientific sampling, measurement, and monitoring devices.*) No later than 24 months from initial installation, or upon completion of data acquisition, whichever comes first, the measuring device and any other structure or fills associated with that device (e.g., anchors, buoys, lines) must be removed and the site must be restored to pre-construction elevations.

17. (For *Living Shorelines* of the *Shoreline Stabilization* category.)

a. Only native plant species will be planted.

b. Not more than 500 linear feet in length, not more than 35 ft waterward of the high tide line. (note that FAC 62-330 limits to 10 feet of the mean high water line) or result in more than 0.5 ac area between the natural shoreline and the structure.

c. No discharge of earthen fill material, other than earthen material associated with vegetative planting, is not authorized.

d. Construction, maintenance and removal of approved permanent, shore-parallel wave attenuation structures are authorized. Approved permanent wave attenuation materials include oyster breakwaters (described above), clean limestone boulders, and prefabricated structures made of concrete and rebar that are designed in a manner that cannot trap sea turtles, Smalltooth sawfish, or sturgeon. Reef balls that are not open on the bottom, triangle structures with a top opening of at least 3 feet between structures, and reef discs stacked on a pile may be used.

e. (For oyster breakwaters).

(1) Reef materials shall be placed in a manner to ensure that materials (e.g., bagged oyster shell, oyster mats, loose cultch surrounded and contained by a stabilizing feature, reef balls, and reef cradles) will remain stable and prevent movement of materials to surrounding areas.

(2) Materials must be placed in designated locations (i.e., shall not be indiscriminately/randomly dumped) and shall not be placed outside of the total project limits.

18. (For *Subaqueous Utility Lines* of the *Transient Activities* category.)

a. A Frac-out Contingency Plan similar to the attached plan will be developed, submitted with the application and then followed.

b. All subaqueous transmission lines crossing over, under, or in flood control channels/canals in Federal projects (either federally or locally maintained) which are installed with horizontal direction drilling (HDD) shall ensure the top of the HDD boring is a minimum of 10 feet beneath the bottom of the channel plus a minimum 25 feet outside the channel edges and the estimated total drilling fluid pressure is less than 10 psi. Projects not in compliance with these criteria shall not be eligible for authorization under SPGP V.

c. The Permittee shall, upon completion of work, provide an as-built survey showing the horizontal and vertical location (X-Y-Z coordinates in NAD 83 and NAVD 88) of the object below the channel as it enters and exits the design edges of the authorized width of the channel, plus a minimum of 25 feet outside the channel edges.

19. (For *Removal of Derelict Vessels* of the *Transient Activities* category.)

a. Removal of marine debris shall require visual confirmation (e.g., divers, swimmers, camera) that the item can be removed without causing further damage to aquatic resources.

b. If an item cannot be removed without causing harm to surrounding coral, the item will be disassembled as much as practicable so that it no longer can accidentally harm or trap species.

c. Monofilament debris will be carefully cut loose from coral so as not to cause further harm. Under no circumstance will line be pulled through coral since this could cause breakage of coral.

d. Marine debris shall be lifted straight up and not be dragged through seagrass beds, coral, or hard bottom habitats. Debris shall be properly disposed of in appropriate facilities in accordance with applicable federal and state requirements.

20. For concrete piles installed by impact hammer:

a. The piles will be less than or equal to than 24 inches in diameter; and

b. Not more than 10 piles will be installed per day if in open water; or,

c. Not more than 5 piles will be installed per day in a *confined space*. A *confined space* is defined as any area that has a solid object (e.g., shoreline, seawall, jetty) or structure within 150 feet of the pile installation site that would effectively serve as a barrier or otherwise prevent animals from moving past it to exit the area. This does not include objects such as docks or other pile-supported structures that would not stop animal movement or significantly reflect noise.

21. Metal piles will NOT be installed by impact hammer.

22. Projects within the boundary of the NOAA Florida Keys National Marine Sanctuary require prior approval from the Sanctuary.

23. The Permittee shall use only clean fill material. The fill material shall be upland sources and be free of items such as trash, debris, automotive parts, asphalt, construction materials, concrete block with exposed reinforcement bars, and soils contaminated with any toxic substance, in toxic amounts in accordance with Section 307 of the Clean Water Act.

24. No blasting is authorized.

25. For Projects authorized under this SPGP V in navigable waters of the U.S., the Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

26. The SPGP V will be valid for five (5) years from the date of issuance unless suspended or revoked by issuance of a public notice by the District Engineer. The Corps, in conjunction with the Federal resource agencies, will conduct periodic reviews to ensure that continuation of the permit during the five-year authorization period is not contrary to the public interest. If revocation occurs, all future applications for activities covered by the SPGP V will be evaluated by the Corps.

27. If the SPGP V expires or is revoked prior to completion of the authorized work, authorization of activities which have commenced or are under contract to commence in reliance upon the SPGP V will remain in effect provided the activity is completed within twelve (12) months of the date the SPGP V expired or was revoked.

28. The General Conditions attached hereto are made a part of this SPGP V and must be attached to all authorizations processed under this SPGP V.



UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
NATIONAL MARINE FISHERIES SERVICE
Southeast Regional Office
263 13th Avenue South
St. Petersburg, FL 33701

SEA TURTLE AND SMALLTOOTH SAWFISH CONSTRUCTION CONDITIONS

The permittee shall comply with the following protected species construction conditions:

- a. The permittee shall instruct all personnel associated with the project of the potential presence of these species and the need to avoid collisions with sea turtles and smalltooth sawfish. All construction personnel are responsible for observing water-related activities for the presence of these species.
- b. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing sea turtles or smalltooth sawfish, which are protected under the Endangered Species Act of 1973.
- c. Siltation barriers shall be made of material in which a sea turtle or smalltooth sawfish cannot become entangled, be properly secured, and be regularly monitored to avoid protected species entrapment. Barriers may not block sea turtle or smalltooth sawfish entry to or exit from designated critical habitat without prior agreement from the National Marine Fisheries Service's Protected Resources Division, St. Petersburg, Florida.
- d. All vessels associated with the construction project shall operate at "no wake/idle" speeds at all times while in the construction area and while in water depths where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will preferentially follow deep-water routes (e.g., marked channels) whenever possible.
- e. If a sea turtle or smalltooth sawfish is seen within 100 yards of the active daily construction/dredging operation or vessel movement, all appropriate precautions shall be implemented to ensure its protection. These precautions shall include cessation of operation of any moving equipment closer than 50 feet of a sea turtle or smalltooth sawfish. Operation of any mechanical construction equipment shall cease immediately if a sea turtle or smalltooth sawfish is seen within a 50-ft radius of the equipment. Activities may not resume until the protected species has departed the project area of its own volition.
- f. Any collision with and/or injury to a sea turtle or smalltooth sawfish shall be reported immediately to the National Marine Fisheries Service's Protected Resources Division (727-824-5312) and the local authorized sea turtle stranding/rescue organization.
- g. Any special construction conditions, required of your specific project, outside these general conditions, if applicable, will be addressed in the primary consultation.

Revised: March 23, 2006

O:\forms\Sea Turtle and Smalltooth Sawfish Construction Conditions.doc



Additions
to the
"Sea Turtle and Smalltooth Sawfish Construction Conditions"
for SPGP V

- a. Any collision(s) with and/or injuries to any whale, or sturgeon occurring during the construction of a project, shall be reported immediately to NMFS's Protected Resources Division (PRD) at (727-824-5312).
- b. Reports to NMFS's Protected Resources Division (PRD) may be made by email to takereport.nmfs@noaa.gov.
- c. Sea turtle and marine mammal stranding/rescue organizations' contact information is available by region at <http://www.nmfs.noaa.gov/pr/health/networks.htm>.
- d. Smalltooth sawfish encounters shall be reported to <http://www.flmnh.ufl.edu/fish/sharks/sawfish/sawfishencounters.html>.
- e. All work must occur during daylight hours.

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK
2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

- a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
- b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
- c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
- d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
- e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com
- f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to the email address listed above.

CAUTION: MANATEE HABITAT

All project vessels

IDLE SPEED / NO WAKE

When a manatee is within 50 feet of work
all in-water activities must

SHUT DOWN

Report any collision with or injury to a manatee:

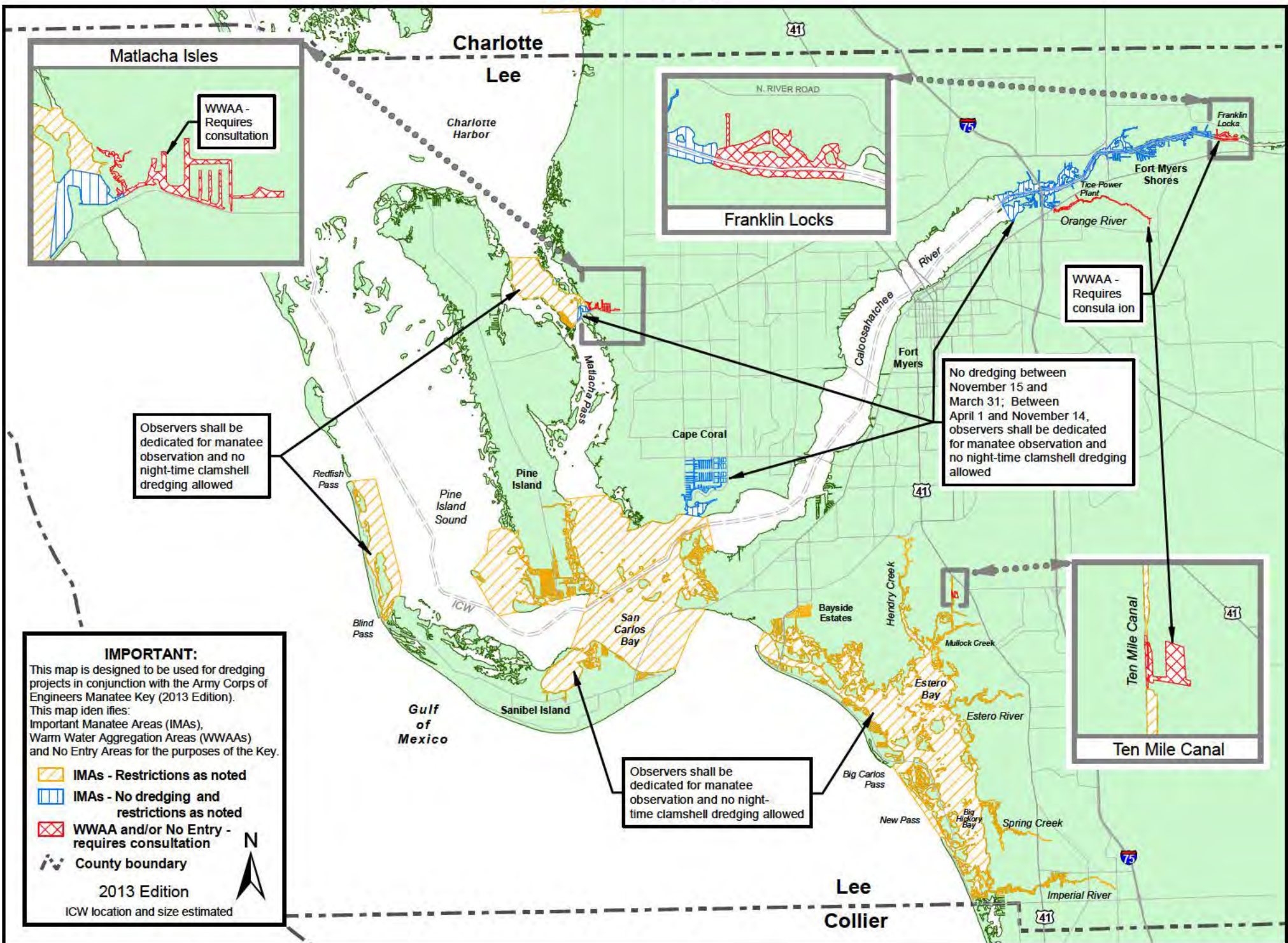
Wildlife Alert:

1-888-404-FWCC(3922)

cell *FWC or #FWC



Lee County



STANDARD PROTECTION MEASURES FOR THE EASTERN INDIGO SNAKE
U.S. Fish and Wildlife Service
August 12, 2013

The eastern indigo snake protection/education plan (Plan) below has been developed by the U.S. Fish and Wildlife Service (USFWS) in Florida for use by applicants and their construction personnel. At least **30 days prior** to any clearing/land alteration activities, the applicant shall notify the appropriate USFWS Field Office via e-mail that the Plan will be implemented as described below (North Florida Field Office: jaxregs@fws.gov; South Florida Field Office: verobeach@fws.gov; Panama City Field Office: panamacity@fws.gov). As long as the signatory of the e-mail certifies compliance with the below Plan (including use of the attached poster and brochure), no further written confirmation or “approval” from the USFWS is needed and the applicant may move forward with the project.

If the applicant decides to use an eastern indigo snake protection/education plan other than the approved Plan below, written confirmation or “approval” from the USFWS that the plan is adequate must be obtained. At least 30 days prior to any clearing/land alteration activities, the applicant shall submit their unique plan for review and approval. The USFWS will respond via e-mail, typically within 30 days of receiving the plan, either concurring that the plan is adequate or requesting additional information. A concurrence e-mail from the appropriate USFWS Field Office will fulfill approval requirements.

The Plan materials should consist of: 1) a combination of posters and pamphlets (see **Poster Information** section below); and 2) verbal educational instructions to construction personnel by supervisory or management personnel before any clearing/land alteration activities are initiated (see **Pre-Construction Activities** and **During Construction Activities** sections below).

POSTER INFORMATION

Posters with the following information shall be placed at strategic locations on the construction site and along any proposed access roads (a final poster for Plan compliance, to be printed on 11” x 17” or larger paper and laminated, is attached):

DESCRIPTION: The eastern indigo snake is one of the largest non-venomous snakes in North America, with individuals often reaching up to 8 feet in length. They derive their name from the glossy, blue-black color of their scales above and uniformly slate blue below. Frequently, they have orange to coral reddish coloration in the throat area, yet some specimens have been reported to only have cream coloration on the throat. These snakes are not typically aggressive and will attempt to crawl away when disturbed. Though indigo snakes rarely bite, they should NOT be handled.

SIMILAR SNAKES: The black racer is the only other solid black snake resembling the eastern indigo snake. However, black racers have a white or cream chin, thinner bodies, and WILL BITE if handled.

LIFE HISTORY: The eastern indigo snake occurs in a wide variety of terrestrial habitat types throughout Florida. Although they have a preference for uplands, they also utilize some wetlands

and agricultural areas. Eastern indigo snakes will often seek shelter inside gopher tortoise burrows and other below- and above-ground refugia, such as other animal burrows, stumps, roots, and debris piles. Females may lay from 4 - 12 white eggs as early as April through June, with young hatching in late July through October.

PROTECTION UNDER FEDERAL AND STATE LAW: The eastern indigo snake is classified as a Threatened species by both the USFWS and the Florida Fish and Wildlife Conservation Commission. “Taking” of eastern indigo snakes is prohibited by the Endangered Species Act without a permit. “Take” is defined by the USFWS as an attempt to kill, harm, harass, pursue, hunt, shoot, wound, trap, capture, collect, or engage in any such conduct. Penalties include a maximum fine of \$25,000 for civil violations and up to \$50,000 and/or imprisonment for criminal offenses, if convicted.

Only individuals currently authorized through an issued Incidental Take Statement in association with a USFWS Biological Opinion, or by a Section 10(a)(1)(A) permit issued by the USFWS, to handle an eastern indigo snake are allowed to do so.

IF YOU SEE A LIVE EASTERN INDIGO SNAKE ON THE SITE:

- Cease clearing activities and allow the live eastern indigo snake sufficient time to move away from the site without interference;
- Personnel must NOT attempt to touch or handle snake due to protected status.
- Take photographs of the snake, if possible, for identification and documentation purposes.
- Immediately notify supervisor or the applicant’s designated agent, **and** the appropriate USFWS office, with the location information and condition of the snake.
- If the snake is located in a vicinity where continuation of the clearing or construction activities will cause harm to the snake, the activities must halt until such time that a representative of the USFWS returns the call (within one day) with further guidance as to when activities may resume.

IF YOU SEE A DEAD EASTERN INDIGO SNAKE ON THE SITE:

- Cease clearing activities and immediately notify supervisor or the applicant’s designated agent, **and** the appropriate USFWS office, with the location information and condition of the snake.
- Take photographs of the snake, if possible, for identification and documentation purposes.
- Thoroughly soak the dead snake in water and then freeze the specimen. The appropriate wildlife agency will retrieve the dead snake.

Telephone numbers of USFWS Florida Field Offices to be contacted if a live or dead eastern indigo snake is encountered:

North Florida Field Office – (904) 731-3336

Panama City Field Office – (850) 769-0552

South Florida Field Office – (772) 562-3909

PRE-CONSTRUCTION ACTIVITIES

1. The applicant or designated agent will post educational posters in the construction office and throughout the construction site, including any access roads. The posters must be clearly visible to all construction staff. A sample poster is attached.
2. Prior to the onset of construction activities, the applicant/designated agent will conduct a meeting with all construction staff (annually for multi-year projects) to discuss identification of the snake, its protected status, what to do if a snake is observed within the project area, and applicable penalties that may be imposed if state and/or federal regulations are violated. An educational brochure including color photographs of the snake will be given to each staff member in attendance and additional copies will be provided to the construction superintendent to make available in the onsite construction office (a final brochure for Plan compliance, to be printed double-sided on 8.5" x 11" paper and then properly folded, is attached). Photos of eastern indigo snakes may be accessed on USFWS and/or FWC websites.
3. Construction staff will be informed that in the event that an eastern indigo snake (live or dead) is observed on the project site during construction activities, all such activities are to cease until the established procedures are implemented according to the Plan, which includes notification of the appropriate USFWS Field Office. The contact information for the USFWS is provided on the referenced posters and brochures.

DURING CONSTRUCTION ACTIVITIES

1. During initial site clearing activities, an onsite observer may be utilized to determine whether habitat conditions suggest a reasonable probability of an eastern indigo snake sighting (example: discovery of snake sheds, tracks, lots of refugia and cavities present in the area of clearing activities, and presence of gopher tortoises and burrows).
2. If an eastern indigo snake is discovered during gopher tortoise relocation activities (i.e. burrow excavation), the USFWS shall be contacted within one business day to obtain further guidance which may result in further project consultation.
3. Periodically during construction activities, the applicant's designated agent should visit the project area to observe the condition of the posters and Plan materials, and replace them as needed. Construction personnel should be reminded of the instructions (above) as to what is expected if any eastern indigo snakes are seen.

POST CONSTRUCTION ACTIVITIES

Whether or not eastern indigo snakes are observed during construction activities, a monitoring report should be submitted to the appropriate USFWS Field Office within 60 days of project completion. The report can be sent electronically to the appropriate USFWS e-mail address listed on page one of this Plan.



USFWS EXCAVATION GUIDELINES GOPHER TORTOISE (BURROWS)

When planning in areas where the Eastern Indigo Snake may be present, be aware that Gopher tortoise burrows may house this threatened species. If any of the planned practices interfere with a gopher tortoise burrow, and there is no way to avoid disturbing the burrow, then you must follow the excavation guidelines outlined here or contact the NRCS state biologist for assistance.

Excavation Guidelines:

In areas where the water table is high, gopher tortoise burrows may be commonly 8 to 10 feet long and have an angle of decline of 4:1 to a depth of less than 3 feet. Where the water table is not a restriction, length has reached 67 feet with a depth of 21 feet.

A team of at least 3 experienced persons is desired for the excavation of each burrow: one to dig with shovel or machinery; one to scope and track the burrow tunnel utilizing pvc pipe or other tracer; and one to coordinate, hand-scoop and handle any occupants of the burrow (this person must possess a FWC and/or Service permit).

Excavation may be done manually by shovel, if, for instance, burrows are shallow (high ground water table). Otherwise, excavation by backhoe is a common option. Any digging machinery must be equipped with a tooth-less bucket/digging blade for burrow excavation.

Digging should begin at the mouth of the burrow and carefully follow the tunnel path, as identified by the tracer, to the end chamber. If a backhoe is used, the bucket should remove soil by “dragging” along the path of the tunnel, rather than maximizing soil removal by “gouging”. The backhoe should be positioned behind the burrow mouth and scrape along the line of the tracer. The backhoe should not dig any closer than approximately six inches to the top of the tunnel, as soil should be removed at this point by hand, progressively, as the team works together towards the end chamber. Special attention should be exercised in navigating to the end chamber, as the tunnel frequently turns 20-30 degrees at its beginning. Soil removal in the end chamber should be by hand with attention to signs of occupancy.

Annual Federal Threatened and Endangered Species Report

----- Section Immediately Below to be Completed by NRCS -----

Client: _____ Contract Id Number: _____
 Farm Number: _____ Tract Number: _____ Program: _____
 Calendar Year Reported: _____

- - - - Information Below to be Filled Out by Client or Their Designated Representative and - - - -
 Returned to NRCS Within 60 Days After the Calendar Year Ends. Field Offices Will Forward
 This Report to both the FWS Field Office and the State Biologist within 30 Days of Receipt.

Federally Protected Species Sightings				
Species	Date	Number	Field # ^a	Avoidance Action Taken ^b

^a – For sightings NRCS is to attach a conservation plan map with field numbers clearly labeled.

^b – If Federally protected species are injured or killed, immediately contact NRCS and NRCS will contact the applicable U.S. Fish and Wildlife Service Field Office.