



Advertise Date: Friday, October 20, 2017

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

**Invitation to Bid (B)
Construction**

Solicitation No.:	B170547ANB		
Solicitation Name:	Lakes Regional Park Littoral Zone Project		
Open Date/Time:	11/21/2017	Time:	2:30 PM
Location:	Lee County Procurement Management 1500 Monroe Street 4th Floor Fort Myers, FL 33901		
Procurement Contact:	Adam Brooke	Title	Procurement Analyst
Phone:	(239) 533-8881	Email:	Abrooke@leegov.com
Requesting Dept. Natural Resources			

Pre-Bid Conference:

Type:	Mandatory
Date/Time:	11/3/2017 10:00 AM
Location:	Lakes Regional Park: 7330 Gladiolus Drive, Fort Myers, FL 33908

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

Electronic bidding is coming! Visit www.leegov.com/bid to stay informed



LEE COUNTY
SOUTHWEST FLORIDA

Advertisement Date: 10/20/2017

Notice to Bidder

Invitation to Bid #B170547ANB Lakes Regional Park Littoral Zone Project

Invitation to Bid (B) Construction

Lee County, Florida, is requesting bids from qualified individuals/firms for

Lakes Regional Park Littoral Zone Project

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 Tuesday, November 21, 2017

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.

A MANDATORY Pre-Bid Conference has been scheduled for the following time and location:

10:00 AM November 3, 2017 at 7330 Gladiolus Drive, Ft Myers FL 33908 for the purpose of discussing the proposed project. Prospective bidders are encouraged to attend. All prospective bidders are encouraged to obtain and review plans, specifications, and scope of work for this bid before the pre-bid conference so that they may be prepared to discuss any question or concerns they have regarding this project. A site visit may follow the pre-bid conference. 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.

Adam Brooke Abrooke@leegov.com

Sincerely,

Mary G. Tucker, CPPO, FCCM, FCCN
Procurement Management Director

*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 Conditions
 - 2.1.7 General Conditions, if any
 - 2.1.8 Specifications
 - 2.1.9 Supplemental Information
 - 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 as defined in accordance with Section 287.087, FL §.

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 LOCAL BIDDER'S PREFERENCE

- 19.1 The Lee County Local Bidder's Preference Ordinance No. 08-26 is being included as part of the award process for this project. As such, Lee County at its sole discretion may chose to award a preference to any qualified "Local Contractor/Vendor" in an amount not to exceed 3% of the total amount quoted by that firm.
- 19.2 "Local Contractor/Vendor" as noted in Ordinance No. 08-26, or revision thereof, shall be defined as:
 - 19.2.1 Any person, firm, partnership, company or corporation whose principal place of business in the sole opinion of the County, is located within the boundaries of Lee/Collier County, Florida
 - OR
 - 19.2.2 Any person, firm, partnership, company or corporation that has provided goods or services to Lee County on a regular basis for the preceding consecutive three (3) years, and that has the personnel, equipment and materials located within the boundaries of Lee/Collier County sufficient to constitute a present ability to perform the service or provide the goods.

20 SUB-CONTRACTOR

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

21 BID - PROJECT GUIDELINES (as applicable)

- 21.1 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:
- 21.1.1 No amount of work is guaranteed upon the execution of an Agreement/Contract.
- 21.1.2 Rates and all other negotiated expenses will remain in effect throughout the duration of the Agreement/Contract period.
- 21.1.3 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.
- 21.1.4 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.
- 21.1.5 Lee County reserves the right to add or delete, at any time, and or all material, tasks or services associated with this Agreement/Contract.
- 21.1.6 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.

22 BID – TIEBREAKER

- 22.1 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 will be taken to establish the award to the lowest bidder. This method shall be used for all ties.
- 22.1.1 Step 1 Local Bidder: Between a local business, and a non-local business, a contract award, or the first opportunity to negotiate, as applicable, shall be made to the local business. Local shall be defined by Lee County Ordinance 08-26 or current revision thereof.
- 22.1.2 Step 2 Drug Free Workplace: At the conclusion of step 1 if all is equal, the vendor with a Drug Free Workplace program shall be given preference, over a vendor 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. In order to have a drug free workplace program, a business shall comply with the requirements of FL § 287.087.
- 22.1.3 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, shall be determined by the flip of a coin to determine final outcome.
- 22.2 When the tie has been determined the contract award, or the first opportunity to negotiate, as applicable, shall be made.
- 22.3 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.

23 WITHDRAWAL OF BID

- 23.1 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.
- 23.2 A bidder may withdraw a submission any time prior to the opening of the solicitation.
- 23.3 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:
- 23.3.1 The bidder acted in good faith in submitting the bid,
- 23.3.2 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,

- 23.3.3 The mistake was not the result of gross negligence or willful inattention by the bidder; and
- 23.3.4 The mistake was discovered and was communicated to the County prior to the County Commission having formally awarded the Agreement/Contract.

24 PROTEST RIGHTS

- 24.1 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.
- 24.2 “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)
- 24.3 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.
- 24.4 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.
 - 24.4.1 The notice must clearly state the basis and reasons for the protest.
 - 24.4.2 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.
- 24.5 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.
- 24.6 **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.**

25 AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES

- 25.1 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.

26 CONTRACT ADMINISTRATION

- 26.1 **Designated Contact:**
 - 26.1.1 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.
 - 26.1.2 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.
- 26.2 **BID – Term:** (unless otherwise stated in the Scope of Work or Detailed Specifications)
 - 26.2.1 Unless otherwise stated in the scope of work, specifications, or special conditions 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 Agreement/Contract of both parties.**
 - 26.2.2 The County reserves the right to renew this Agreement/Contract (or any portion thereof) and to negotiate pricing as a condition for each.
 - 26.2.3 The County’s performance and obligation to pay under this contract, and any applicable renewal options, is contingent upon annual appropriation of funds.
- 26.3 **BID – Basis of Award:**
 - 26.3.1 The bid is awarded under a system of sealed, competitive bidding to the lowest responsive and responsible bidder.

- 26.3.2 In the event the lowest responsible and responsive bid for a project exceeds the available funds the County may negotiate an adjustment of the bid price with the lowest responsible and responsive bidder, in order to bring the total cost of the project within the amount of available funds.
- 26.3.3 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 responsible and responsive bidder(s) within the category chosen for basis of award.
- 26.3.4 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.
- 26.4 **Agreement/Contracts/Contracts:**
 - 26.4.1 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>.
- 26.5 **Records:**
 - 26.5.1 **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.
 - 26.5.2 **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:
 - 26.5.2.1 Keep and maintain public records required by the County to perform the service.
 - 26.5.2.2 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.
 - 26.5.2.3 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.
 - 26.5.2.4 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.
 - 26.5.3 **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>.**
 - 26.5.4 **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.

26.6 Termination:

- 26.6.1 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.
- 26.6.2 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".)
- 26.6.3 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.
- 26.6.4 The County reserves the right to terminate award or contract following any of the below for goods or services over \$1,000,000:
 - 26.6.4.1 Contractor is found to have submitted a false certification as provided under FL § 287.135 (5);
 - 26.6.4.2 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);
 - 26.6.4.3 Contractor has engaged in business operations in Cuba or Syria (FL § 215.471);
 - 26.6.4.4 Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel. (FL § 215.4725)
 - 26.6.4.5 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.

27 WAIVER OF CLAIMS

- 27.1 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.

28 LEE COUNTY PAYMENT PROCEDURES

- 28.1 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
- 28.2 All invoices will be paid as directed by the Lee County payment procedure unless otherwise stated in the detailed specifications for this project.
- 28.3 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.
- 28.4 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.

29 SAFETY DATA SHEETS (SDS) (as applicable)

- 29.1 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.

- 30 DEBRIS DISPOSAL (as applicable)**
- 30.1 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.
- 31 SHIPPING (as applicable)**
- 31.1 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.
- 31.2 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.
- 32 BOND/SURETY (CONSTRUCTION)**
- 32.1 Bonding/Surety is required for construction projects over \$100,000.00 unless otherwise noted.
- 32.2 **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:
- 32.2.1 **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
- 32.2.2 **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.
- 32.3 **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.
- 32.3.1 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.
- 32.3.2 A **Clean Irrevocable Letter of Credit or Cash Bond** may be accepted by the County in lieu of the Public Payment and Performance Bond.
- 32.4 Only Lee County form(s) may be accepted. Forms are available at <https://www.leegov.com/procurement/forms>.
- 32.5 **Personal Checks are not acceptable to Lee County as a Bid Security.**
- 32.6 **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.

33 **INSURANCE (AS APPLICABLE)**

- 33.1 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.



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.

SPECIAL CONDITIONS

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.

1. TERM

Single Project: From the Notice to Proceed or the Purchase Order date, whichever applies: **90 calendar days to substantial completion, 30 calendar days to final completion (total days 120)**

2. LIQUIDATED DAMAGES (CONSTRUCTION)

In accordance with the terms set forth in the Agreement, for each consecutive calendar day of delay in achieving Substantial Completion as set forth herein, the Contractor shall be liable to the County for liquidated damages in the amount of **\$760.00 per calendar day** exceeded.

3. BIDDER/SUB-CONTRACTOR RELATIONSHIP

The prime bidder/contractor on a project may not also be listed as a sub-contractor to another firm submitting a bid for the same solicitation. Should this occur, all responses from the involved/named firms will be considered non-compliant and rejected for award. Sub-contractors may be listed on multiple submissions for the same solicitation.

4. Local Vendor Preference waived (section 19): Due to grant funding for this project Local Vendor Preference is waived for this project.
5. Tiebreaker (section 22): Due to grant funding the step 1 in the tiebreaker process will be eliminated. Step 2 then Step 3 to be applied as applicable.

End of Special Conditions 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 Conditions 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 Conditions
- (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.

CGP Permit (1 – 5 acres):	\$250.00
MSGP Permit (5+ acres):	\$500.00

- 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 conditions, 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

SCOPE OF WORK AND SPECIFICATIONS

Scope of work

This project involves the clearing, excavation and grading of 51 spoil islands located in the southerly portion of Lakes Regional Park, importing topsoil embankment and planting with herbaceous littoral plantings, large trees to create wetland littoral zones as shown on the plans. The excavated material shall be used to fill lake slopes and shape the island planting littoral zones. The work covered by this section consists of furnishing all labor, equipment, supplies, materials, transportation, fuel, power and water, and performing all operations in connection with clearing, excavating, grading, topsoil embankment, planting, transporting to create wetland littoral zones and providing environmental protection with containment measures to meet the requirements of these technical specifications and the permits.

The work areas are located within Lake Regional Park, Lee County, Florida. Stringent turbidity avoidance and control requirements, outlined in the contract plans and permits, shall be met.

This work shall be completed according to the contract documents within the contract time and within compliance with the conditions of the federal, state and local permits. The contractor is solely responsible for all construction means, methods, techniques, procedures, lay out, and sequence of the work except as set forth in section "order of work." The contractor shall coordinate with agencies inspecting the work and engineering field observers of the work by providing a support boat and operator to take personnel to and from the excavation / embankment areas.

All materials, means and construction methods shall conform to the latest edition of the Florida Department of Transportation standard specification for road and bridge construction and any supplemental specification thereof, except as amended herein.

Submittals

Work plan: Prior to commencement of work the contractor shall submit to the county and engineer 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 and restoration, staging / storage sites, access and restoration, excavation methods, turbidity controls, quality control plan, haul routes, storm emergency plan, environmental protection provisions and security plan.

Administrative Records

Monthly report of operations: In addition to daily reports, the contractor shall prepare and submit a monthly report of operations for each month's work to the county and engineer. 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 and engineer. Information required in these reports shall include production volumes, rates, and totals; fill segments completed; excavation areas completed; summary of downtime and reasons; summary of accessory work completed such as vegetation removal; summary of compliance with environmental protection measures; and summary of any permit violations and corrective measures taken to address the same.

Order of work

In general, the order of work shall be as follows. Any changes in the order of work must be approved by the county and engineer prior to initiation of the specific work activity.

- | | |
|--|-------------------------------------|
| (1) Pre-construction matters | (6) Containment debris booms |
| (2) Mobilization, M.O.T. and survey embankment | (7) Excavation, grading & topsoil |
| (3) Staging areas | (8) Planting wetland littoral zones |
| (4) Turbidity controls and erosion control | (9) Demobilization and final survey |
| (5) Clearing and grubbing | |

Payment

Mobilization and demobilization:

Payment for the cost of mobilization and demobilization materials and work, including construction and maintenance of the staging area, launch site, construction access, and restoration, is included in this contract. Site preparation will be assumed to be 60% of this item and site restoration the remaining 40%. No payment will be made until the county has approved the site. Payment shall be made in accordance with the contract, and all appropriate costs in connection therewith or incidental thereto shall be included in the contract lump sum price for "mobilization and demobilization" bid item (including construction and maintenance of the containment system). The contractor shall include a pre-construction video of the areas to be disturbed and submit a copy to the county prior to start of construction.

A chain link fence shall be constructed around the staging area and installed to the lake water line as to not allow opportunities for public to access the staging or construction area. As Lakes Regional Park is an actively used facility by the public, the contractor shall avoid engaging the public during construction activities. The contractor shall provide and install educational signs that notify the public of the construction activities. Due to the farmer's market activities, the contractor shall avoid construction traffic between 7:00 am and 2:00 pm on Wednesdays during the months of October through April. Prior to notice to proceed, the contractor will be required to present a detailed schedule with sequence of events to the county and engineer for review and approval. Temporary on-site storage or staging areas require review and approval from Lee County prior to use by the contractor.

Maintenance of traffic: Payment shall be made for the maintenance of traffic around the construction site and along the route to and from the construction site, including materials and work to safely handle traffic conditions in accordance with FDOT standards and requirements. The maintenance of traffic plan for the protection of pedestrians, vehicular drivers and boaters shall be prepared and submitted prior for approval prior to any work. 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 "maintenance of traffic" bid item.

Erosion control program: The erosion control program item includes plan preparation, NPDES permitting and environmental protection measures. Payment shall be made for materials and work specified in connection with sediment & erosion control plan, permitting, including installation and maintenance of turbidity controls; best management practices; implementing state and federal endangered and threatened species protection conditions; implementing habitat and resource protection measures, permits, protection measures; environmental permit compliance; 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 lump sum price for "erosion control program" bid item.

Included in the erosion control program is water quality monitoring & testing for turbidity. Separate payment shall not be made for materials and work specified in connection with water quality monitoring & testing for turbidity and all other appropriate costs in connection therewith are considered incidental thereto; which shall also include all other items of cost required by the contract for which a separate payment is not provided herein.

If the county determines that the erosion control methods are not working satisfactorily, the contractor shall take whatever measures are necessary to correct the problem to the county's satisfaction.

Surveying: Payment shall be made for the cost of surveys by a professional surveyor and mapper to perform the construction layout and the post-construction survey of all wetland littoral zones created by construction at the lump sum price for the "surveying" bid item. The construction layout survey shall include water level boards at three well-spaced locations to aid construction and inspection of the work, Contractor shall submit two (2) sets of the signed and sealed record surveys consisting of a controlled aerial survey along with topographic elevations shots on each island. Final payment will not be made to the contractor until he has furnished the record drawings and post construction survey, signed and sealed by the registered professional surveyor and mapper (p.s.m.), have been submitted to the County and has been approved. An autocadd .dwg file shall be included with the signed and sealed surveys.

Clearing: Payment shall be made for materials and work specified in connection with clearing and grubbing for the removal and offsite disposal of tree/vegetation material 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 "lump sum" price for the "clearing and grubbing" bid item.

Earthwork (grading) & topsoil embankment: Payment shall be made for materials and work specified in connection with excavation, grading, topsoil embankment, removal, separation, disposal of any debris encountered while excavating, clearing 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 lump sum price for "earthwork" bid item.

Landscaping (planting): Payment shall be made for materials and work specified in connection with littoral and tree planting of the created wetland littoral zones as shown on the plans 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 "each" price for the "landscaping" bid item. The contractor shall furnish receipts for plant purchase and delivery to the site.

Contractor shall verify with lee county parks & recreation staff as well as the engineer the, species selection, and plant spacing/orientation prior to installation. The contractor shall submit as-built topography of the planting area prior to installation of the plant material. The contractor shall install the plant material after Lee County has given the approval to proceed with any plantings. Substitutions, if any, to the plant lists shall reviewed and approved by Lee County. The plantings may be clustered in order to mimic natural conditions. Each planting zone shall include a minimum of three of the listed species. An 80 percent survival rate of planted material is required and shall be guaranteed for a one (1) year period.

Rip-rap (rubble): Payment shall be made for materials and work specified in connection with double layer approximately 8" diameter rip-rap rubble used for erosion control 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 "square foot" price for the "rip-rap (rubble)" bid item. This is an "if required" item that may or may not be necessary for the work. Prior authorization is required for the ordering, delivery, and placement of this item.

Work area

Limits of construction: Access to the work is through Lakes Regional Park, which contains sensitive environmental habitats such as grass beds, wetland vegetation, etc. The contractor shall avoid these habitats and shall be responsible for environmental protection. All work shall be confined to the approximate limits of the spoil islands, surrounding lake areas and the park site.

Security: The contractor shall be permitted to exclude the public from the excavation work area and other areas as necessary to perform the work and to operate in accordance with local laws and the contract documents. Enforcement shall be the contractor's responsibility at no additional cost to the county.

Construction access: The construction limits and excavation limits available to the contractor for accomplishing the work herein are shown on the contract plans. The park is available for the purpose of access, staging, and off-loading. The contractor shall be responsible for coordinating with park representatives for these needs.

A written agreement shall be required between the County and the contractor for any special provisions for use of the park and processing of the work. A copy of the agreement shall be provided to the engineer and the county and must be approved through the change order process prior to the start of work. The contractor shall submit a construction access plan and construction access restoration plan. The contractor shall confine his plans, 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 plants or equipment. The contractor must control noise and must control wind-blown sand, silt and dust while using the access. The contractor is responsible for preparation and restoration of the access. Cost shall include 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 and engineer. All construction areas shall be restored to pre-construction conditions, or better as part of demobilization. All permits or surveys necessary to render the construction access are solely the responsibility of the contractor to obtain.

Best Management Practices

Erosion and turbidity controls: The contractor shall implement the required best management practices for erosion and turbidity controls in accordance with the DEP permit. **Turbidity monitoring:** The contractor shall conduct the required turbidity monitoring in accordance with the DEP permit.

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.

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 and engineer. Restoration, repair, or replacement of the structure shall be at the contractor's expense and to the satisfaction of the county and engineer.

Excavation and disposal

General: It is the primary intent of the excavation to remove and grade 51 spoil islands within the Lakes Regional Park as shown on the plans.

It is anticipated that excavators, bulldozers, and barges shall do the work. All excavation shall be performed within the limits of the excavation cut shown on the contract plans and permits. All excavation shall be performed within the work area as depicted on the contract plans and permits. Any damages to private or public property resulting from the contractor's operations shall be repaired at the contractor's expense. 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 rubbish debris be encountered during excavation, the contractor shall remove the rubbish debris and dispose of it in accordance with local, state, and federal regulations.

Nonconforming work: No excavation shall occur below the permitted dredging depth or outside the permitted dredging limits defined in the contract plans and permits other than allowance for topsoil embankment. This provision does not apply to the slopes of the excavation cut. The contractor will not be held responsible for sediment running from outside the excavation area when they are excavating at an edge. Material that is obtained from unpermitted areas will not be paid for by the county. Excavation in such an area is a violation of permits. A tolerance of 0.25 feet will be allowed from plan elevations. State and federal turbidity and water quality standards shall be met.

Clearing and grubbing

Prior to the commencement of work, the contractor shall initiate a meeting with the owner and engineer to specifically identify existing landscaping and vegetation that will be either removed, preserved, or relocated within the work sites. The contractor shall be financially responsible for all unauthorized landscaping removal or damage. The contractor shall be responsible for containment and disposal of all material (i.e. spoil & vegetation) excavated or removed within the project boundaries. The contractor shall be responsible for all tree, vegetation, debris removal, and offsite disposal of all materials not suitable for use in the project.

Clearing and grubbing of the applicable work sites shall consist of the complete removal and proper 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. 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 and engineer for unusual cases. The contractor is required to call 811 for locates and shall be responsible for any damage caused by the contractor and repaired at the contractor's expense.

Timber, stumps, brush, roots, rubbish, and other objectionable material resulting from clearing and grubbing shall be disposed of by the contractor at an approved off-site location, and by methods approved by the county and engineer, 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.

Environmental protection

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.

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 and engineer. Trees damaged beyond restoration shall be removed and disposed of by the contractor in a manner approved by the county and engineer. 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 and engineer. The size and quality of nursery-grown trees shall also be approved by the county and engineer. No ropes, cables, or people 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 that 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 drip line of any protected tree. 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.

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 and engineer. 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.

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 and engineer. The staging / storage areas shall be restored by the contractor to pre-existing conditions.

Spillage: Special measures shall be taken by the contractor to prevent bilge pumpage or effluent, chemicals, fuels, oils, greases, bituminous materials, waste washing, herbicides and insecticides, and concrete drainage from entering public waters.

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.

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 DEP and USACE.

SUPPLEMENTAL INFORMATION

Contractor shall provide the project manager with a copy of the Notice of Intent (NOI) and the approved Storm Water Pollution Prevention Plan (SWPPP) in compliance with the Florida Department of Environmental Protection and Lee County Division of Natural Resources-NPDES program guidelines and criteria prior to the start of construction. The lake surface water level cannot be lowered and dewatering is not permitted. Contractor shall be responsible for the fees listed below:

CGP Permit (1 – 5 acres):	\$250.00
MSGP Permit (5+ acres):	\$500.00

All pollution prevention control measures shall be inspected weekly and after any rainfall event(s) greater than ½ inch in a 24 hour period.

All pollution prevention control measures shall be maintained in proper working order. All repairs shall be initiated immediately, but no later than twenty-four (24) hours after discovery.

All pollution prevention control measures shall be maintained during construction and until all disturbed areas have been suitably stabilized. All sodding on slopes greater than 2.5(h):1(v) shall be staked in place.

REQUIRED FORMS

INVITATION TO BID

These forms are required and should be submitted with all submissions. If it is determined that forms in this selection are not applicable to your company or solicitation they should be marked “N/A or Not Applicable” across the form in large letters and returned with your submission package. **Note:** If submitting via hard copy the original must be a manually signed original. Include additional copies, if specified, in the Solicitation documents.

Form # Title/Description

1 Solicitation Response Form

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 on 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.

Verify that all addenda and tax identification number have been provided.

1a Bid/Proposal Form

This form is used to provide itemization of project cost. A more detailed “schedule of values” may be requested by the County

1b Business Relationship Disclosure Requirement (as applicable)

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. 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’s responsibility to request form and disclose this relationship, failure to do so could result in being declared non-responsive.**

NOTICE: UNDER THE PROVISIONS OF FL § 112.317 (1983), 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 \$5,000.00.

2 Affidavit Certification Immigration Laws

Form is acknowledgement that the Bidder is in compliance in regard to Immigration Laws.

3 Reference Survey

Provide this form to a minimum of three references. **For Bids this form will be requested from the apparent low Bidder prior to the award.**

1. **Section 1:** Bidder/Proposer to complete with reference respondent’s information prior to providing to them for their response. (This is **not** the Bidder/Proposer’s information.)
2. **Section 2:** Enter the name of the Bidder/Proposer; provide the project information that the reference respondent is to provide a response for.
3. The reference respondent should complete “**Section 3.**”
4. **Section 4:** The reference respondent to print and sign name
5. A **minimum of 3 reference responses** are requested to be returned with bid or proposal package.
6. Failure to obtain reference surveys may make your company non-responsive.

4 Negligence or Breach of Contract Disclosure Form

The form may be used to disclose negligence or breach of contract litigation that your company may be a part of over the past ten years. You may need to duplicate this form to list all history. If the Bidder has more than 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 was a monetary amount 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.

5 Affidavit Principal Place of Business

Certifies Bidder’s location information. Local Vendor Preference and Location Point values are excluded when prohibited by grant or funding source. (In such cases form will be informational only.)

6 Sub-Contractor List (as applicable)

To be completed and returned when sub-contractors are to be utilized and are known at the time of the submission.

7 Public Entity Crime Form

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 or 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 works 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 36 months from the date of being placed on the convicted vendor list.

8 Trench Safety (Required for Construction Projects Only)

Self explanatory.

9 Bid Bond (as applicable)

Self explanatory

Bid/Proposal Label (Required)

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

Include any licenses or certifications requested (as applicable)

Local Business Tax Account (as applicable)

Bidder’s responsibility to insure the Solicitation Response is mailed or delivered in time to be received no later than the specified opening date and time. (If solicitation is not received prior to deadline it cannot be considered or accepted.)

Form 1 – Solicitation Response Form

V09/12/2016



**LEE COUNTY PROCUREMENT MANAGEMENT
SOLICITATION RESPONSE FORM**

Date Submitted: _____ Deadline Date: 11/21/2017

SOLICITATION IDENTIFICATION: B170547ANB

SOLICITATION NAME: Lakes Regional Park Littoral Zone Project

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
FEI/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

The corporate authorized representative executing the
documents must be authorized by member shown in this
section of the sunbiz.org printout)



Lee County Procurement Management
BID/PROPOSAL FORM

Company Name: _____

Solicitation # B170547ANB **Solicitation Name** Lakes Regional Park Littoral Zone Project

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.

Term

From Notice to Proceed or Purchase Order date, whichever applies: **90** calendar days to substantial completion, **30** calendar days to final completion (total days **120**).

Traffic Signal Replacement at Lee Blvd

ITEM	FDOT No.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1	101-1	Mobilization / Demobilization	LS	1		
2	102-1	Maintenance of Traffic	LS	1		
3	104	Erosion Control Program	LS	1		
4	Surveying	Construction layout and as-built survey	LS	1		
5	110-1-1	Clearing-tree/vegetation removal & disposal	LS	1		
6	120-1	Earthwork (grading) & topsoil embankment	LS	1		
7a	580-1	Landscaping-zone 1 littoral plantings	EA	2141		
7b	580-2	Landscaping-zone 2 littoral plantings	EA	2733		
7c	580-3	Landscaping-zone 3 littoral plantings	EA	2600		
7d	580-4	Landscaping-zone 4 littoral plantings	EA	119		
8	530-3	Rip-Rap Rubble, (if required)	SF	1000		

BID TOTAL:

**Quantities are not guaranteed. Final payment will be based on actual quantities.*

BID TOTAL:

(Use words to write total)



AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: B170547ANB SOLICITATION NAME: Lakes Regional Park Littoral Zone Project

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.**

Form 3 Reference Survey



Lee County Procurement Management

REFERENCE SURVEY

Solicitation # B170547ANB

Lakes Regional Park Littoral Zone Project

Section 1	Reference Respondent Information	Please return completed form to:	
FROM: _____ COMPANY: _____ PHONE #: _____ FAX #: _____ EMAIL: _____		Bidder/Proposer: _____ Due Date: _____ Total # Pages: 1 Phone #: _____ Fax #: _____ Bidder/Proposer E-Mail: _____	

Section 2	Enter Bidder/Proposer Information, as applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)		
Bidder/Proposer Name: _____			
Reference Project Name: _____		Project Address: _____	
		Project Cost: _____	
Summarize Scope: _____			

You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.

Section 3	Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?	
2. Were any problems encountered with the company's work performance?	
3. Were any change orders or contract amendments issued, other than owner initiated?	
4. Was the job completed on time?	
5. Was the job completed within budget?	
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)	
7. If the opportunity were to present itself, would you rehire this company?	
8. Please provide any additional comments pertinent to this company and the work performed for you:	

Section 4

Reference Name (Print Name)

Please submit non-Lee County employees as references

Reference Signature



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.



LEE COUNTY

SOUTHWEST FLORIDA

AFFIDAVIT PRINCIPAL PLACE OF BUSINESS

Local Vendor Preference (Non-CCNA)

(Lee County Ordinance No. 08-26)

Location Identification (CCNA)

Instructions: Please complete all information that is applicable to your firm

Company Name: _____

Printed name of authorized signer

Title



Authorized Signature

Date

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.**

Notary:

State of _____

County of _____

The foregoing instrument was signed and acknowledged before me this _____

day of _____

20 _____

who has produced _____

as identification (or personally known)

Type of ID and number



Notary Public Signature

Notary Commission Number and expiration

1. Principal place of business is located within the boundaries of: _____ Lee County
 _____ Collier County
 _____ Non-Local

Local Business Tax License # _____

2. Address of Principal Place of Business: _____

3. Number of years at this location _____ years

4. Have you provided goods or services to Lee County on a regular basis within the past 3 consecutive years

____ Yes* _____ No

*If yes, attach contractual history for past 3 consecutive years

5. Number of available employees for this contract _____

6. Does your company have a Drug Free Workplace Policy _____ Yes _____ No

Form 6-Sub-contractor List**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.

Public Entity Crime Form

Page 2 of 2

_____ 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#8: 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.

**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.:	B170547ANB
BID TITLE:	Lakes Regional Park Littoral Zone Project
DATE DUE:	Tuesday, November 21, 2017
TIME DUE:	Prior to: 2:30 PM
SUBMITTED BY:	
	(Name of Company)
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



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

District Headquarters: 3301 Gun Club Road, West Palm Beach, Florida 33406 (561) 686-8800 www.sfwmd.gov

Regulation
Application No.: 161013-3

October 27, 2016

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
ATTN: ANURA KARUNA-MUNI
P O BOX 398
FORT MYERS, FL 33902

Dear Permittee:

SUBJECT: Permit No.: 36-00255-S
Project : LAKES REGIONAL PARK LITTORAL ZONE PROJECT
Location: Lee County, S26/T45S/R24E

District staff has reviewed the information submitted October 13, 2016, for the originally permitted development known as The Lakes under Permit No. 36-00255-S. Refer to Exhibit 1.0 for a location map. This modification, known as Lakes Regional Park Littoral Zone Project, authorizes the reconfiguration of existing spoil islands consisting of the removal of existing exotic vegetation, and the regrading of each island down to three planting zone elevations that will result in approximately 0.02 acres of surface water impacts. Zones 1, 2, and 3 will be graded to 1.33, 0.83, and -0.17 Feet NAVD, respectively.

A planting table is depicted in Exhibit No. 2.0 which lists the appropriate plants and trees for a given zone. A qualitative improvement to water quality treatment, and aquatic habitat for both fish and wildlife is expected as a result of this project. No modifications to the storm water management system are proposed with this project. Site plans are attached as Exhibit No. 2.0.

Based on that information, District staff has determined that the proposed activities are in compliance with the original environmental resource permit and appropriate provisions of paragraph 40E-4.331(2)(b) or 62-330.315(2)(g), Florida Administrative Code. Therefore, these changes have been recorded in our files.

Your permit remains subject to the General Conditions and all other Special Conditions not modified and as originally issued.

Should you have any questions or comments regarding this authorization, please contact this office.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian Rose".

Brian Rose, P.E.
Section Leader
Lower West Coast Service Center

BR/en

c: Aim Engineering & Surveying Inc
Lee County Board Of County Commissioners

NOTICE OF RIGHTS

As required by Sections 120.569 and 120.60(3), Fla. Stat., the following is notice of the opportunities which may be available for administrative hearing or judicial review when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Not all of the legal proceedings detailed below may be an applicable or appropriate remedy. You may wish to consult an attorney regarding your legal rights.

RIGHT TO REQUEST ADMINISTRATIVE HEARING

A person whose substantial interests are or may be affected by the South Florida Water Management District's (SFWMD or District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Fla. Stat. Persons seeking a hearing on a SFWMD decision which affects or may affect their substantial interests shall file a petition for hearing with the Office of the District Clerk of the SFWMD, in accordance with the filing instructions set forth herein, within 21 days of receipt of written notice of the decision, unless one of the following shorter time periods apply: (1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Fla. Stat.; or (2) within 14 days of service of an Administrative Order pursuant to Section 373.119(1), Fla. Stat. "Receipt of written notice of agency decision" means receipt of written notice through mail, electronic mail, or posting that the SFWMD has or intends to take final agency action, or publication of notice that the SFWMD has or intends to take final agency action. Any person who receives written notice of a SFWMD decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

If the District takes final agency action which materially differs from the noticed intended agency decision, persons who may be substantially affected shall, unless otherwise provided by law, have an additional Rule 28-106.111, Fla. Admin. Code, point of entry.

Any person to whom an emergency order is directed pursuant to Section 373.119(2), Fla. Stat., shall comply therewith immediately, but on petition to the board shall be afforded a hearing as soon as possible.

A person may file a request for an extension of time for filing a petition. The SFWMD may, for good cause, grant the request. Requests for extension of time must be filed with the SFWMD prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and that the SFWMD and any other parties agree to or oppose the extension. A timely request for an extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

FILING INSTRUCTIONS

A petition for administrative hearing must be filed with the Office of the District Clerk of the SFWMD. Filings with the Office of the District Clerk may be made by mail, hand-delivery, or e-mail. Filings by facsimile will not be accepted. A petition for administrative hearing or other document is deemed filed upon receipt during normal business hours by the Office of the District Clerk at SFWMD headquarters in West Palm Beach, Florida. The District's normal business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Any document received by the Office of the District Clerk after 5:00 p.m. shall be deemed filed as of 8:00 a.m. on the next regular business day. Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the District Clerk, P.O. Box 24680, West Palm Beach, Florida 33416.

- Filings by hand-delivery must be delivered to the Office of the District Clerk. Delivery of a petition to the SFWMD's security desk does not constitute filing. It will be necessary to request that the SFWMD's security officer contact the Office of the District Clerk. An employee of the SFWMD's Clerk's office will receive and file the petition.
- Filings by e-mail must be transmitted to the Office of the District Clerk at clerk@sfwmd.gov. The filing date for a document transmitted by electronic mail shall be the date the Office of the District Clerk receives the complete document. A party who files a document by e-mail shall (1) represent that the original physically signed document will be retained by that party for the duration of the proceeding and of any subsequent appeal or subsequent proceeding in that cause and that the party shall produce it upon the request of other parties; and (2) be responsible for any delay, disruption, or interruption of the electronic signals and accepts the full risk that the document may not be properly filed.

INITIATION OF AN ADMINISTRATIVE HEARING

Pursuant to Sections 120.54(5)(b)4. and 120.569(2)(c), Fla. Stat., and Rules 28-106.201 and 28-106.301, Fla. Admin. Code, initiation of an administrative hearing shall be made by written petition to the SFWMD in legible form and on 8 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, SFWMD file number or any other SFWMD identification number, if known.
2. The name, address, any email address, any facsimile number, and telephone number of the petitioner and petitioner's representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the SFWMD's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the SFWMD's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the SFWMD's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the SFWMD to take with respect to the SFWMD's proposed action.




MEDIATION

The procedures for pursuing mediation are set forth in Section 120.573, Fla. Stat., and Rules 28-106.111 and 28-106.401–.405, Fla. Admin. Code. The SFWMD is not proposing mediation for this agency action under Section 120.573, Fla. Stat., at this time.

RIGHT TO SEEK JUDICIAL REVIEW

Pursuant to Section 120.68, Fla. Stat., and in accordance with Florida Rule of Appellate Procedure 9.110, a party who is adversely affected by final SFWMD action may seek judicial review of the SFWMD's final decision by filing a notice of appeal with the Office of the District Clerk of the SFWMD in accordance with the filing instructions set forth herein within 30 days of rendition of the order to be reviewed, and by filing a copy of the notice with the clerk of the appropriate district court of appeal.



Exhibit No: 1	Exhibit Created On: 2016-10-26	LEE COUNTY, FL	<div data-bbox="958 1570 1036 1612" style="border: 2px solid red; width: 48px; height: 20px; display: inline-block;"></div> Application Permit No: 36-00255-S Application Number: 161013-3 <div data-bbox="1307 1549 1409 1726" style="text-align: center;">  </div>
<div data-bbox="203 1690 365 1801" style="text-align: center;">  REGULATION DIVISION Project Name: LAKES REGIONAL PARK LITTORAL ZONE PROJECT </div> <div data-bbox="397 1764 755 1827" style="text-align: center;"> 0 390 780 <div style="background: linear-gradient(to right, black 50%, white 50%); width: 180px; height: 15px; margin: 0 auto;"></div> Feet </div> <div data-bbox="836 1711 885 1816" style="text-align: center;"> N  </div>			

CONSTRUCTION PLANS
FOR
LAKES REGIONAL PARK LITTORAL ZONE PROJECT

CLIENT:
LEE COUNTY

UTILITY COMPANIES PROVIDING SERVICES:

WATER, SEWER:
LEE COUNTY UTILITIES
7401 College Pkwy.
Fort Myers, Fl. 33907
Phone: 239-939-0247
Fax: 239-939-0549

FIRE & RESCUE:
SOUTH TRAIL FIRE & RESCUE
5531 Halifax Ave.
Fort Myers, Fl. 33912
Phone: 239-433-0080
Fax: 239-433-1941

SOLID WASTE:
DIVISION OF SOLID WASTE
Buckingham Rd.
Lehigh Acres, Fl. 33971
Phone: 239-479-8181
Fax: 239-338-3302

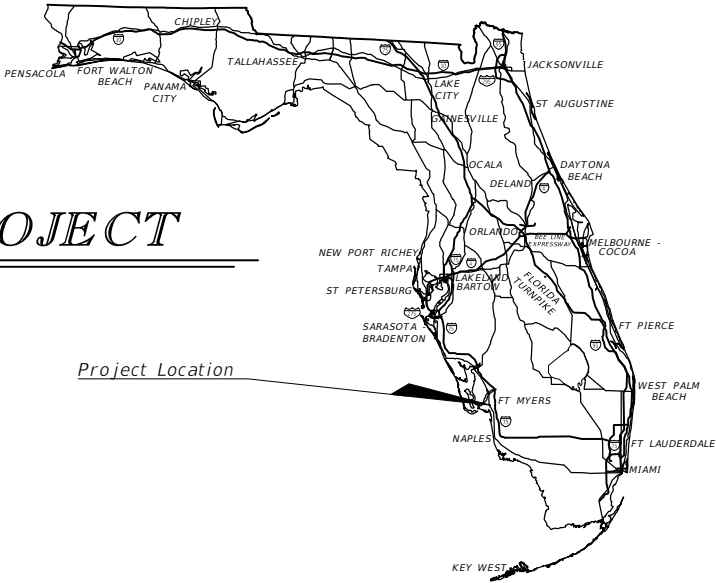
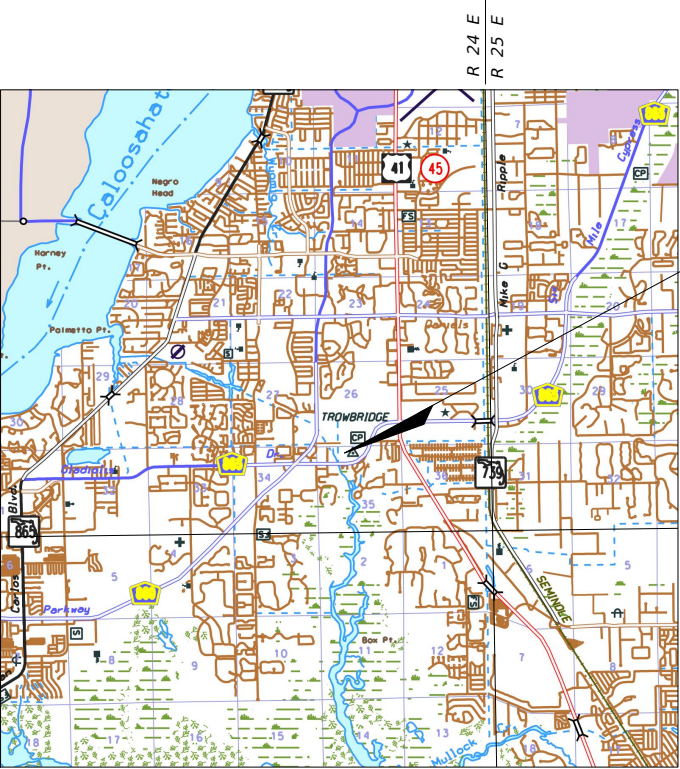
ELECTRIC:
FP&L
15834 Winkler Rd.
Fort Myers, Fl. 33908
Phone: 239-415-1302
Fax: 239-415-1351

TELEPHONE:
CENTURY LINK
5100 Daniels Pkwy.
Fort Myers, Fl. 33912
Phone: 239-590-0440

WATER MANAGEMENT DISTRICT:
SFWMD
2301 McGregor Blvd.
Fort Myers, Fl. 33907
Phone: 239-338-2929

INDEX

SHEET NO.	SHEET DESCRIPTION
C-01	COVER
C-02	PROJECT NOTES
C-03	AERIAL MAP - LAYOUT
C-04	CROSS SECTION KEY MAP
C-05 - C-23	CROSS SECTIONS
C-24	PLANTING ZONES MAP
C-25	VEGETATIVE CONTAINMENT AREA DETAIL
C-26	EROSION CONTROL PLAN



THIS IS TO CERTIFY THAT THESE PLANS AND THE ASSOCIATED CONSTRUCTION PROJECT, TO THE BEST OF MY KNOWLEDGE, ARE IN SUBSTANTIAL COMPLIANCE WITH THE LEE COUNTY LAND DEVELOPMENT CODE WITH THE EXCEPTION OF THE FOLLOWING DEVIATIONS WHICH HAVE BEEN APPROVED BY THE DIRECTOR OF PUBLIC WORKS.

Deviations: None

Engineer Signature: _____

P.E. NO.: 78646
Date: _____

Development Order Approved:

Public Works Administration _____

Director of Public Works _____ Date _____

LEE COUNTY BOARD OF COUNTY COMMISSIONERS:

John Manning - District 1
Cecil L. Pendergrass - District 2
Larry Kiker - District 3
Brian Hamman - District 4
Frank Mann - District 5

PROJECT LOCATION INFORMATION:
SECTION 26, TOWNSHIP 45-S, RANGE 24-E
STRAP # 26-45-24-00-00008.0000
LEE COUNTY, FLORIDA

FISCAL YEAR	SHEET NO.
17	C-01

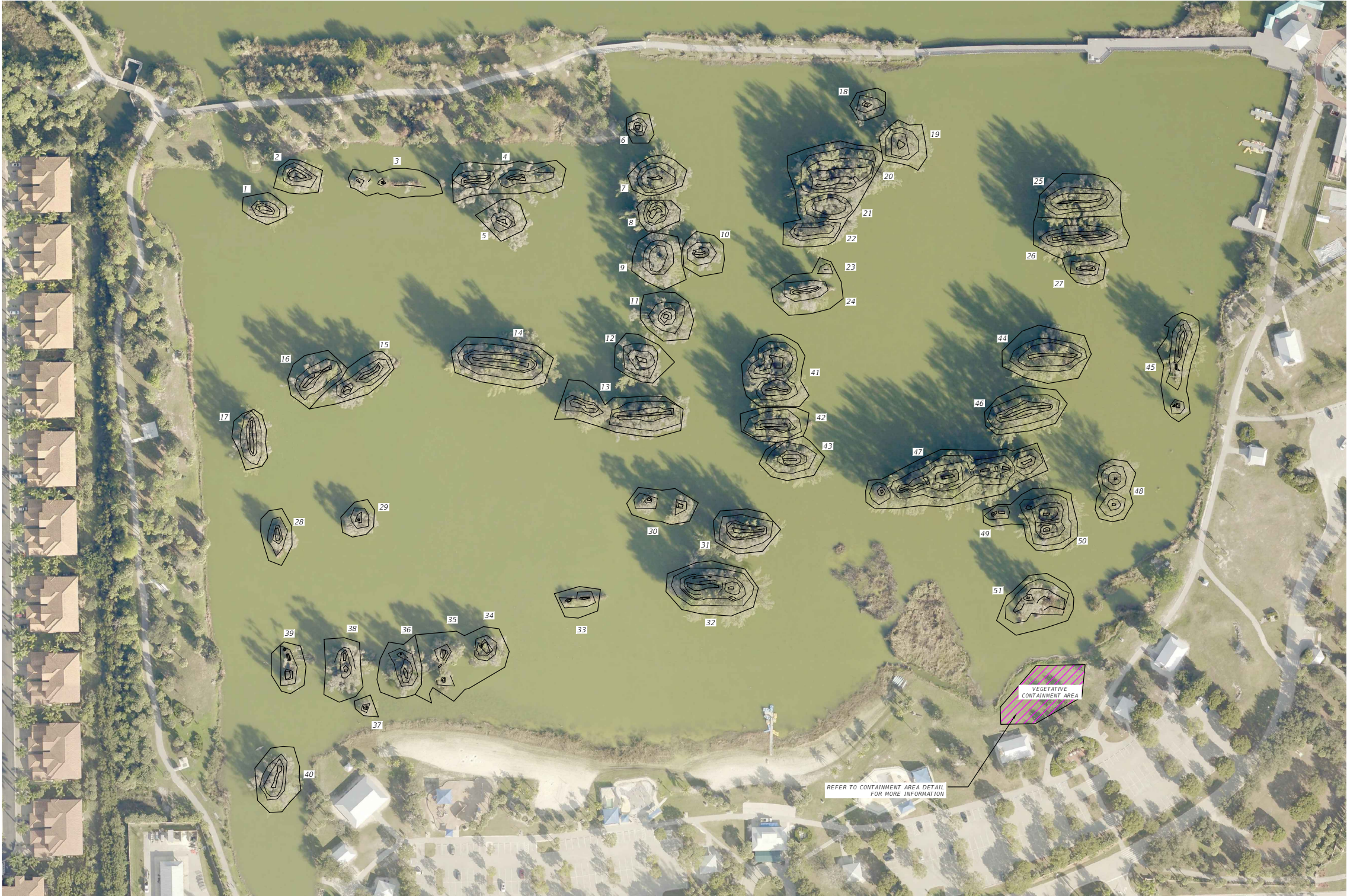
<u>GENERAL NOTES:</u>				<u>PLANTING SPECIFICATIONS:</u>				<u>CONSTRUCTION SPECIFICATIONS:</u>			
<div>1. ALL ELEVATIONS REFER TO NORTH AMERICAN VERTICAL DATUM (N.A.V.D.) OF 1988. CONVERSION BETWEEN N.A.V.D. AND N.G.V.D. IS N.A.V.D. = N.G.V.D. - 1.17'.</div>				<div>1. THE FOLLOWING STIPULATIONS APPLY TO ALL OF THE PLANTING ZONES:</div>				<div>1. PRIOR TO NOTICE TO PROCEED, THE CONTRACTOR WILL BE REQUIRED TO PRESENT A DETAILED SCHEDULE WITH SEQUENCE OF EVENTS TO THE COUNTY AND ENGINEER FOR REVIEW AND APPROVAL.</div>			
<div>2. COMPENSATION FOR THE WORK AS SHOWN ON THE PLANS SHALL BE AT THE TERMS SPECIFIED IN THE CONTRACT DOCUMENTS. NO SEPARATE PAYMENT WILL BE MADE FOR INCIDENTAL TASKS INCLUDING SUCH ITEMS AS FIELD OFFICE, SANITARY FACILITIES, ROCK EXCAVATION, DEWATERING, MATERIALS DELIVERY AND STORAGE, EXCAVATED MATERIAL REMOVAL & DISPOSAL, TEMPORARY POWER, ETC., NECESSARY FOR THE COMPLETE EXECUTION OF THE WORK.</div>				<div>2. THE CONTRACTOR SHALL SUBMIT AS-BUILT TOPOGRAPHY OF THE PLANTING AREA PRIOR TO INSTALLATION OF THE PLANT MATERIAL.</div>				<div>2. TEMPORARY ON-SITE STORAGE OR STAGING AREAS REQUIRE REVIEW AND APPROVAL FROM LEE COUNTY PRIOR TO USE BY THE CONTRACTOR.</div>			
<div>3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UTILITIES AND FOR ANY DAMAGE WHICH MAY OCCUR BY FAILING TO PRESERVE THEM.</div>				<div>3. THE CONTRACTOR SHALL INSTALL THE PLANT MATERIAL AFTER LEE COUNTY HAS GIVEN THE APPROVAL TO PROCEED WITH THE PLANTINGS.</div>				<div>3. THE TOP FOOT OF THE SPOIL ISLANDS, SHALL BE CONSTRUCTED OF CLEAN MATERIAL SUITABLE FOR PLANTING AND SUSTAINING THE PROPOSED PLANTINGS.</div>			
<div>4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED FEDERAL, STATE, COUNTY AND/OR LOCAL CONSTRUCTION PERMITS/APPROVALS PRIOR TO STARTING ANY CONSTRUCTION ACTIVITIES, WHICH INCLUDE A DEWATERING PERMIT IF NEEDED.</div>				<div>4. SUBSTITUTIONS TO THE PLANT LISTS MAY BE MADE AFTER REVIEW AND APPROVAL BY LEE COUNTY.</div>				<div>4. THE CONTRACTOR SHALL MAINTAIN SUFFICIENT EROSION CONTROL MEASURE TO PREVENT TURBIDITY OUTSIDE OF THE IMMEDIATE WORK AREA SHOWN IN THE PLANS. FLOATING TURBIDITY CURTAINS PLACED IMMEDIATELY ADJACENT TO THE CONSTRUCTION AREA TO BE EXPECTED AT A MINIMUM. IF THE COUNTY DETERMINES THAT THE EROSION CONTROL METHODS ARE NOT WORKING SATISFACTORILY, THE CONTRACTOR SHALL TAKE WHATEVER MEASURES ARE NECESSARY TO CORRECT THE PROBLEM TO THE COUNTY'S SATISFACTION.</div>			
<div>5. THE CONTRACTOR SHALL NOTIFY UTILITY OWNERS OF ANY EXCAVATION OR DEMOLITION ACTIVITY THROUGH SUNSHINE ONE-CALL OF FLORIDA, INC. (1-800-432-4770) AND SHALL NOTIFY THOSE UTILITY OWNERS/AGENCIES LISTED WITHIN OR IMPACTED BY THESE PLANS, NO LESS THAN TWO (2) FULL BUSINESS DAYS IN ADVANCE OF THE BEGINNING OF CONSTRUCTION ON THE JOB SITE.</div>				<div>5. THE PLANTINGS MAY BE CLUSTERED IN ORDER TO MIMIC NATURAL CONDITIONS.</div>				<div>5. THE CONTRACTOR IS RESPONSIBLE TO RESTORE TO ORIGINAL OR BETTER CONDITION AND CORRECT (AT HIS EXPENSE) ANY DAMAGE CAUSED BY HIS (OR HIS SUB CONTRACTOR'S) CONSTRUCTION ACTIVITIES.</div>			
<div>6. ALL QUANTITIES SHOWN HEREON ARE APPROXIMATE. THE CONTRACTOR SHALL VERIFY ALL QUANTITIES SHOWN ON THE PLANS AND PROMPTLY NOTIFY THE ENGINEER OF ANY DISCREPANCIES FOUND IN THE QUANTITIES.</div>				<div>6. EACH PLANTING ZONE SHALL INCLUDE A MINIMUM OF THREE OF THE LISTED SPECIES.</div>				<div>6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING TRAFFIC AND USAGE OF THE EXISTING STREETS ADJACENT TO THE PROJECT. ALL TRAFFIC MAINTENANCE CONTROL SHALL BE IN ACCORDANCE WITH THE FLORIDA MANUAL OF TRAFFIC CONTROL AND SAFE PRACTICES.</div>			
<div>7. THE INFORMATION PROVIDED IN THESE PLANS IS SOLELY TO ASSIST THE CONTRACTOR IN ASSESSING THE NATURE AND EXTENT OF THE CONDITIONS WHICH MAY BE ENCOUNTERED DURING THE COURSE OF THE WORK. ALL PROSPECTIVE CONTRACTORS ARE ENCOURAGED, PRIOR TO BIDDING, TO CONDUCT ANY SITE INVESTIGATIONS THEY DEEM NECESSARY TO ARRIVE AT THEIR OWN CONCLUSIONS REGARDING THE ACTUAL CONDITIONS THAT MAY BE ENCOUNTERED, INCLUDING SUB-SURFACE CONDITIONS AND UPON WHICH THEIR BIDS SHALL BE BASED.</div>				<div>7. AN 80 PERCENT SURVIVAL RATE OF PLANTED MATERIAL SHALL BE GUARANTEED FOR 1 YEAR.</div>				<div>7. THE CONTRACTOR WILL NOT BE ALLOWED TO ALTER THE WATER ELEVATION WITH THE LAKE DURING CONSTRUCTION. THIS WILL REQUIRE WORKING IN WET/SUBMERGED CONDITIONS.</div>			
<div>8. THE CONTRACTOR SHALL BE RESPONSIBLE TO CONTROL ACCESS TO THE WORK AREAS FOR THE DURATION OF THE PROJECT AND TO PROVIDE FOR SAFETY OF THE PUBLIC.</div>								<div>8. WHEN GRADING SPOIL ISLANDS TO THE DESIRED LITTORAL ZONE ELEVATION, THE PROPOSED SLOPING WILL VARY. THE PROPOSED SLOPE SHALL BE THAT WHICH IS NATURALLY FORMED BY THE GRADING PROCESS.</div>			
<div>9. ALL MATERIALS, MEANS AND CONSTRUCTION METHODS SHALL CONFORM WITH THE LATEST EDITION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND ANY SUPPLEMENTAL SPECIFICATIONS THEREOF.</div>											
<div>10. THE CONTRACTOR SHALL SECURE ANY TEMPORARY CONSTRUCTION EASEMENTS NECESSARY FOR CONSTRUCTION.</div>											
<div>11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH THE LOCAL ELECTRIC COMPANY TO BRING ELECTRIC TO THE PROJECT SITE, IF REQUIRED.</div>											
<div>12. THE CONTRACTOR SHALL MAINTAIN A CURRENT SET OF CONSTRUCTION PLANS AND ALL PERMITS ON THE JOB SITE DURING ALL PHASES OF THE WORK. TWO (2) COMPLETE SETS OF "AS-BUILT" DRAWINGS MUST BE DELIVERED TO THE ENGINEER OF RECORD WITHIN FIFTEEN (15) DAYS OF COMPLETING CONSTRUCTION ALONG WITH ELECTRONIC FILES IN AUTOCAD FORMAT. CONTRACTOR SHALL OBTAIN THE SERVICES OF A REGISTERED LAND SURVEYOR TO PERFORM "AS-BUILT" VERIFICATION AS PART OF THIS PROJECT.</div>											
<div>13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTAINMENT AND DISPOSAL OF ALL MATERIAL (I.E. SPOIL & VEGETATION) EXCAVATED OR REMOVED WITHIN THE PROJECTS BOUNDARIES.</div>											
<div>14. ALL EXCAVATION, EMBANKMENT, AND IMPORTED FILL REQUIRED TO CONSTRUCT THE PROJECT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND BE INCLUDED IN THEIR BID.</div>											
<div>15. ANY IMPORTED FILL MATERIAL SHALL BE CLEAN, STRUCTURALLY SUITABLE, AND MEET THE REQUIREMENTS AND SPECIFICATIONS OF THE APPLICABLE SECTIONS OF THE LATEST EDITION OF F.D.O.T. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.</div>											
<div>16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXCAVATION, REMOVAL, AND OFFSITE DISPOSAL OF ANY AND ALL MATERIAL (SOIL, ROCK, VEGETATION, ETC.) THAT IS NOT SUITABLE FOR USE IN THE PROJECT.</div>											
<div>17. PRIOR TO THE COMMENCEMENT OF WORK, THE CONTRACTOR SHALL INITIATE A MEETING WITH THE OWNER AND ENGINEER TO SPECIFICALLY IDENTIFY EXISTING LANDSCAPING AND VEGETATION THAT WILL BE EITHER REMOVED, PRESERVED, OR RELOCATED WITHIN THE WORK SITES. THE CONTRACTOR SHALL BE FINANCIALLY RESPONSIBLE FOR ANY AND ALL UNAUTHORIZED LANDSCAPE REMOVAL OR DAMAGE.</div>											
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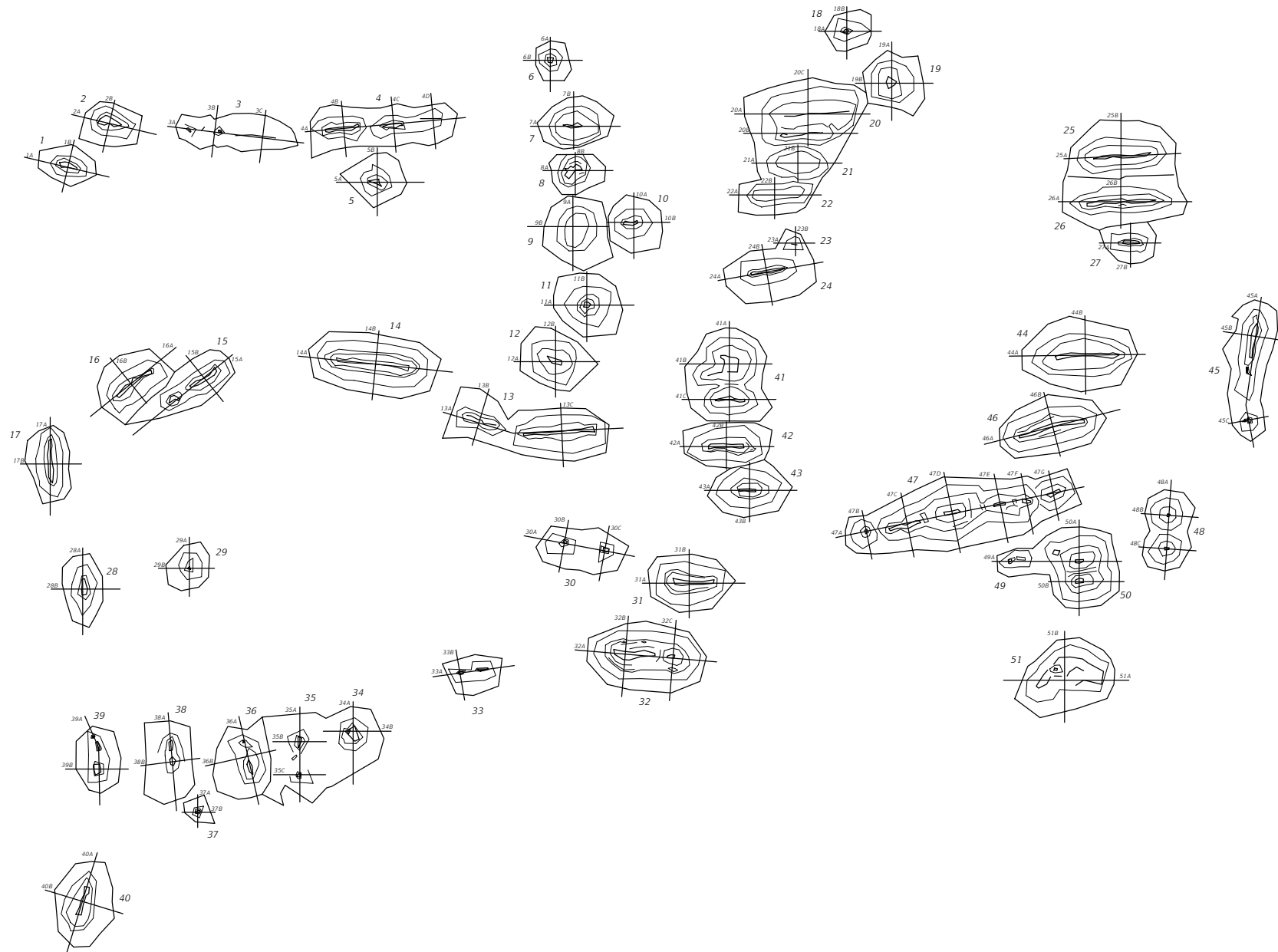
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REVISIONS				LAKES REGIONAL PARK LITTORAL ZONE PROJECT			AERIAL MAP - LAYOUT	SHEET NO. C-03
DATE	DESCRIPTION	DATE	DESCRIPTION	PROJECT NO.	COUNTY	AIM PROJECT NO.		
----	----			208513	LEE	16-0450		

AIM ENGINEERING & SURVEYING, INC.
DANIEL SCHROEDER, P.E.# 78646
5300 LEE BLVD.
LEHIGH ACRES, FL. 33971
CERT. OF AUTHORIZATION NO. 3114

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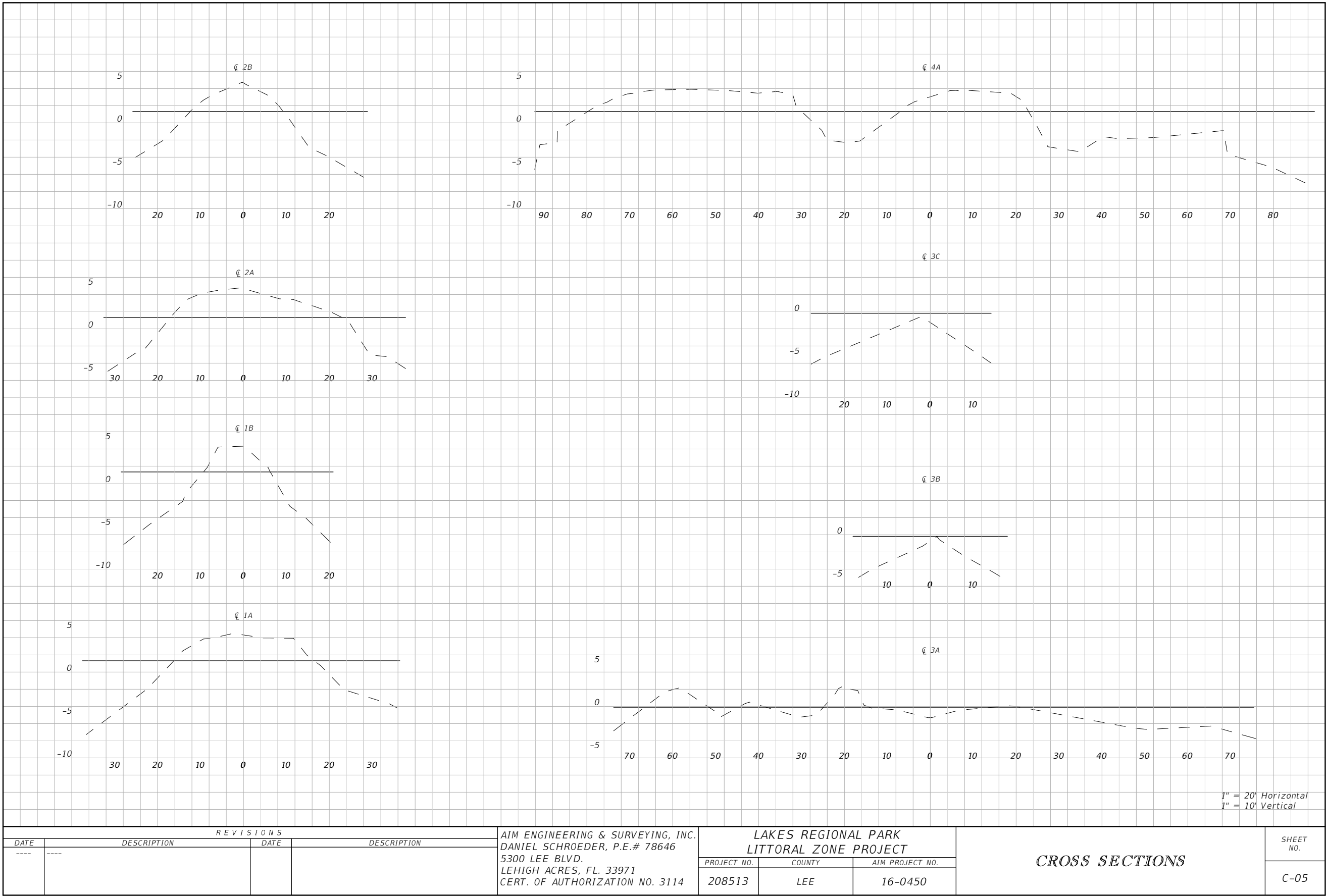
REVISIONS				LAKES REGIONAL PARK LITTORAL ZONE PROJECT			CROSS SECTION KEY MAP	SHEET NO. C-04
DATE	DESCRIPTION	DATE	DESCRIPTION	PROJECT NO.	COUNTY	AIM PROJECT NO.		
----	----			208513	LEE	16-0450		

AIM ENGINEERING & SURVEYING, INC.
DANIEL SCHROEDER, P.E.# 78646
5300 LEE BLVD.
LEHIGH ACRES, FL. 33971
CERT. OF AUTHORIZATION NO. 3114

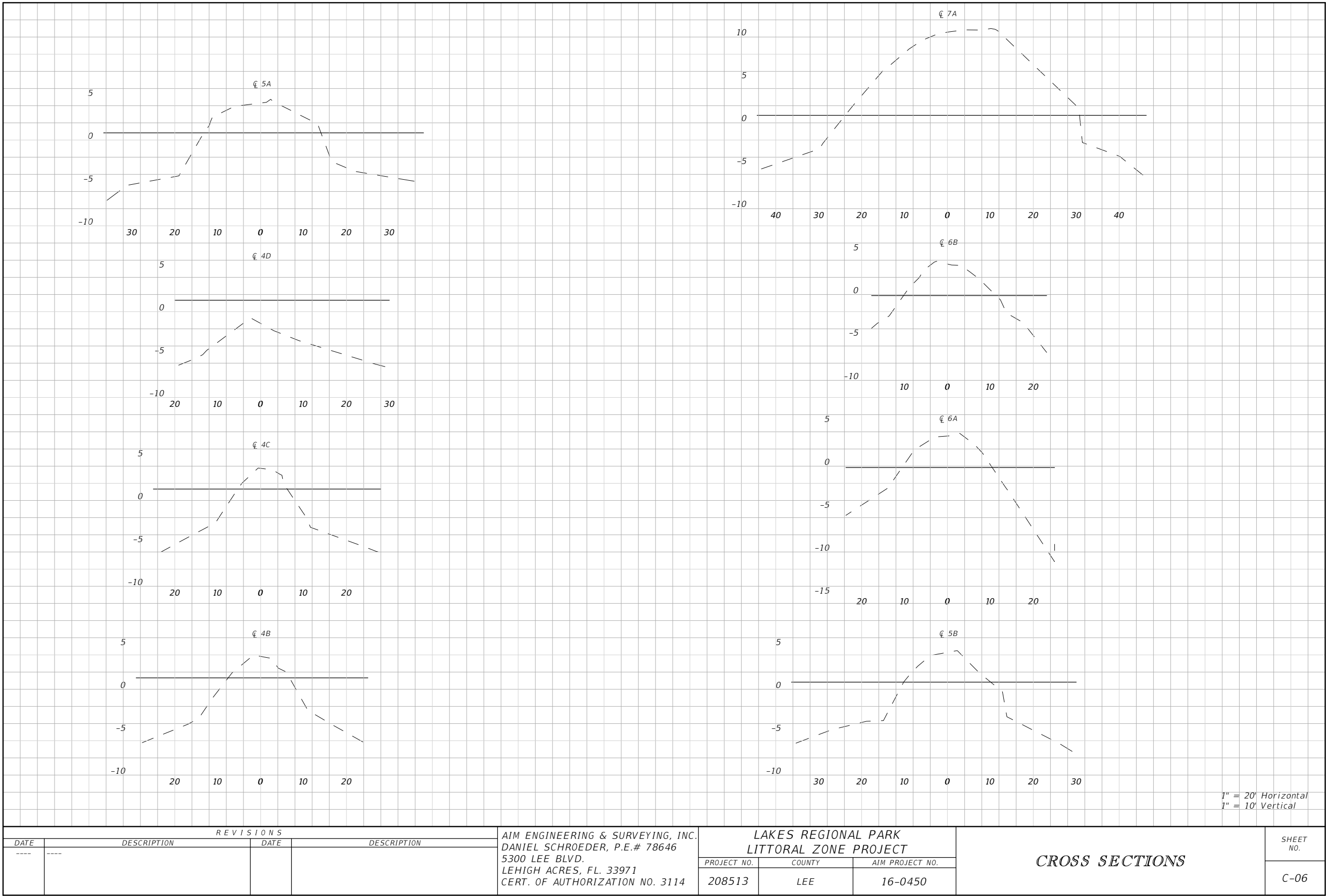
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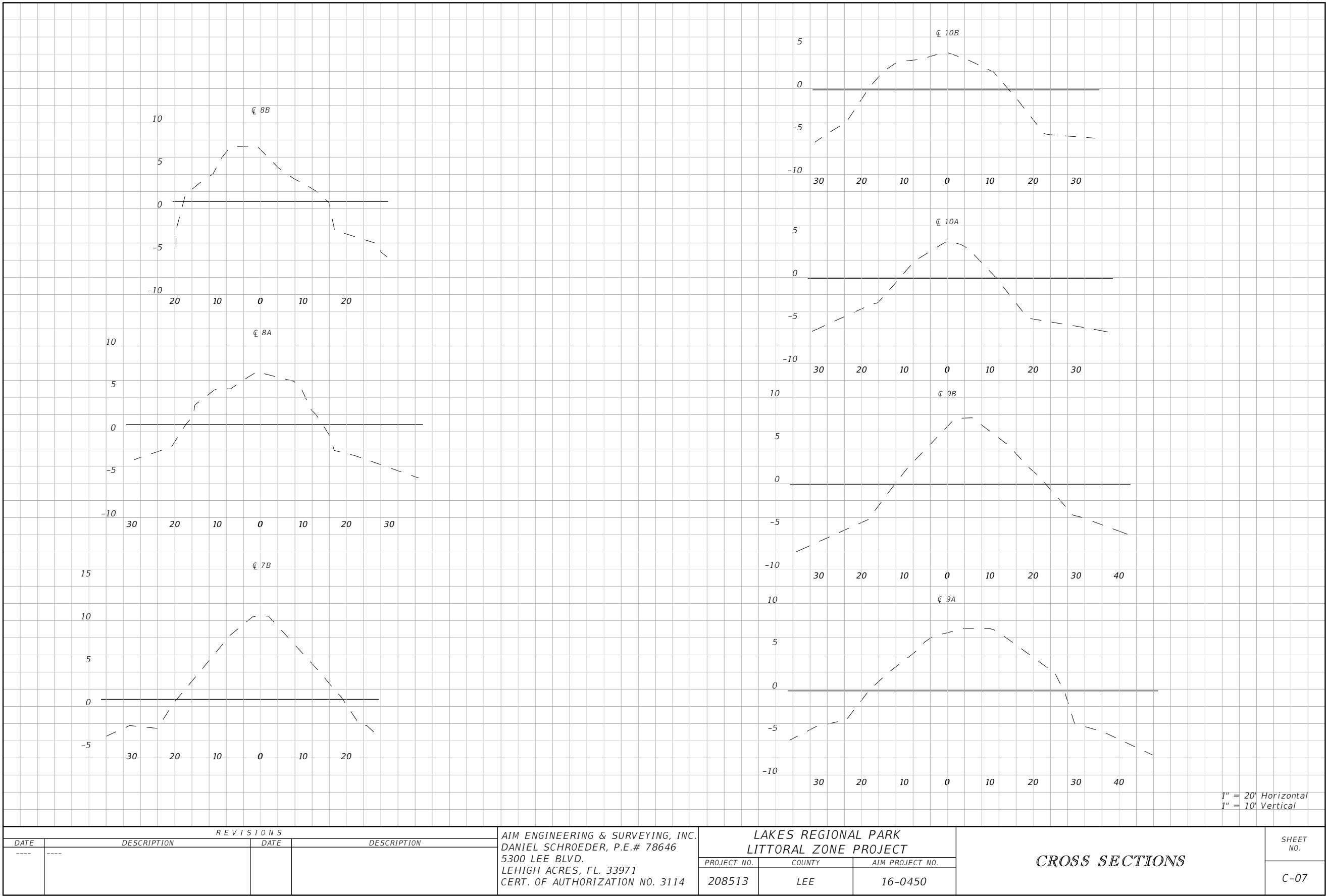
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REVISIONS				LAKES REGIONAL PARK LITTORAL ZONE PROJECT			CROSS SECTIONS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION					
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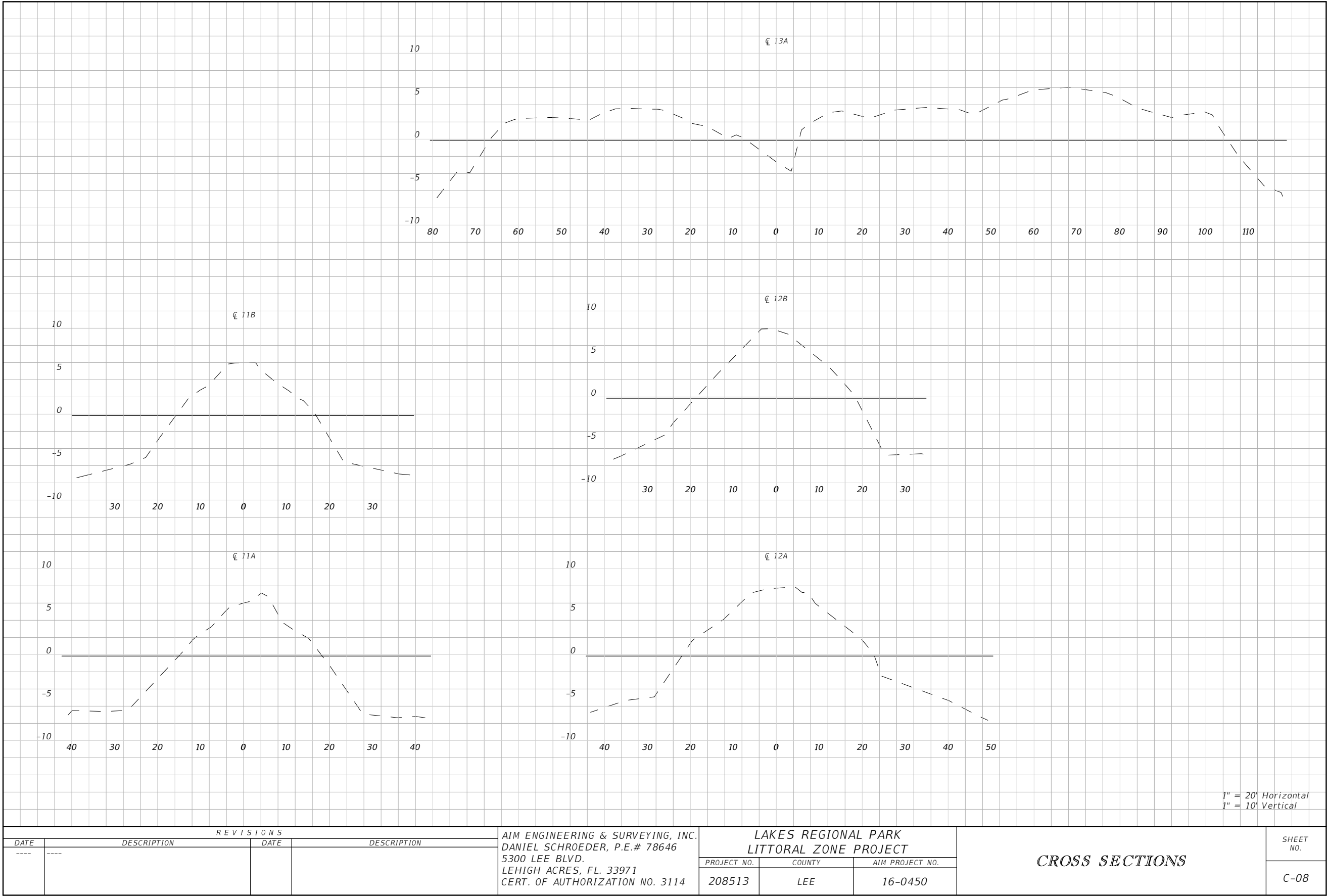
AIM ENGINEERING & SURVEYING, INC.
DANIEL SCHROEDER, P.E.# 78646
5300 LEE BLVD.
LEHIGH ACRES, FL. 33971
CERT. OF AUTHORIZATION NO. 3114

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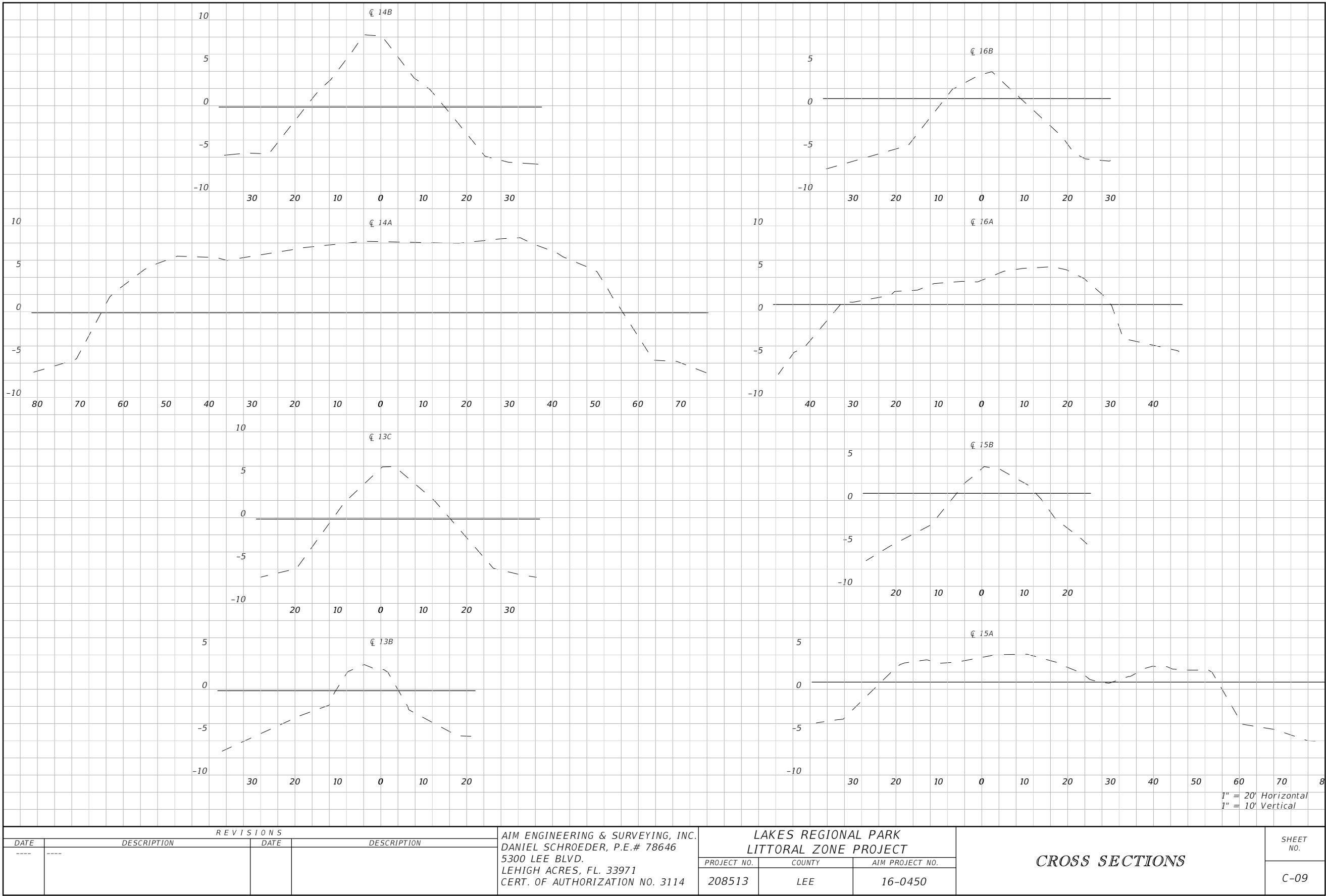
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REVISIONS				AIM ENGINEERING & SURVEYING, INC. DANIEL SCHROEDER, P.E.# 78646 5300 LEE BLVD. LEHIGH ACRES, FL. 33971 CERT. OF AUTHORIZATION NO. 3114	LAKES REGIONAL PARK LITTORAL ZONE PROJECT			CROSS SECTIONS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION						
----	----	----	----		PROJECT NO.	COUNTY	AIM PROJECT NO.		C-08
					208513	LEE	16-0450		

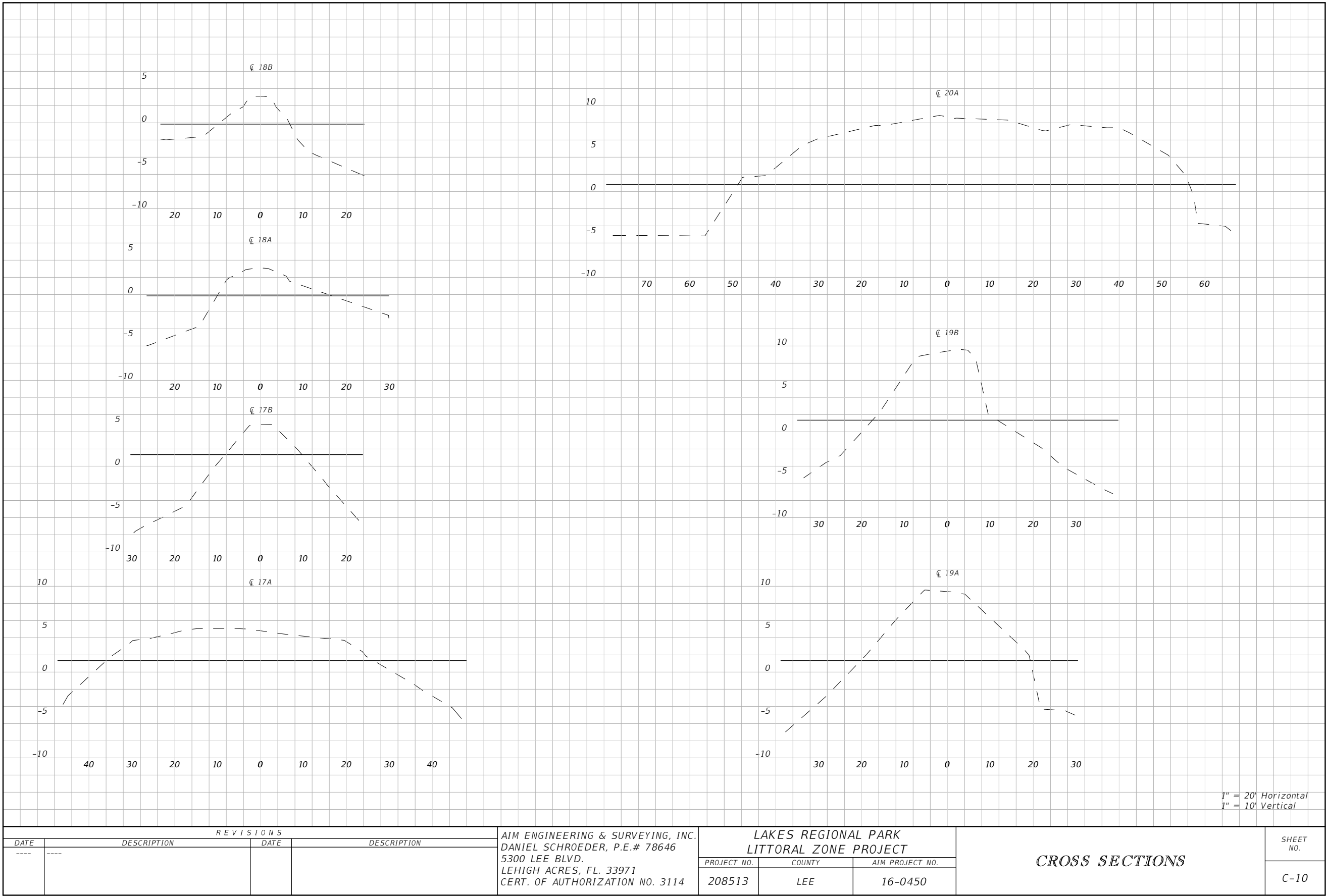
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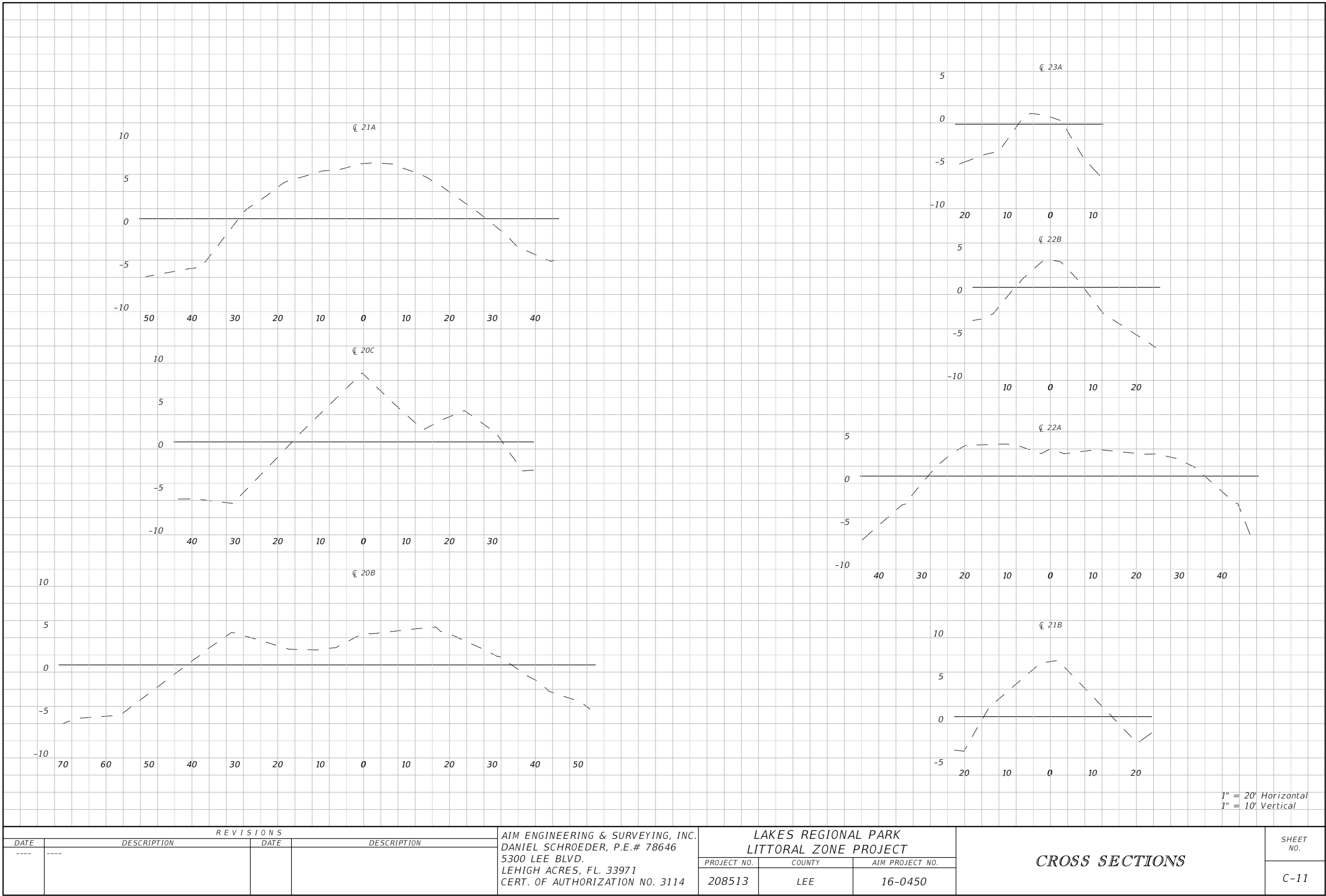
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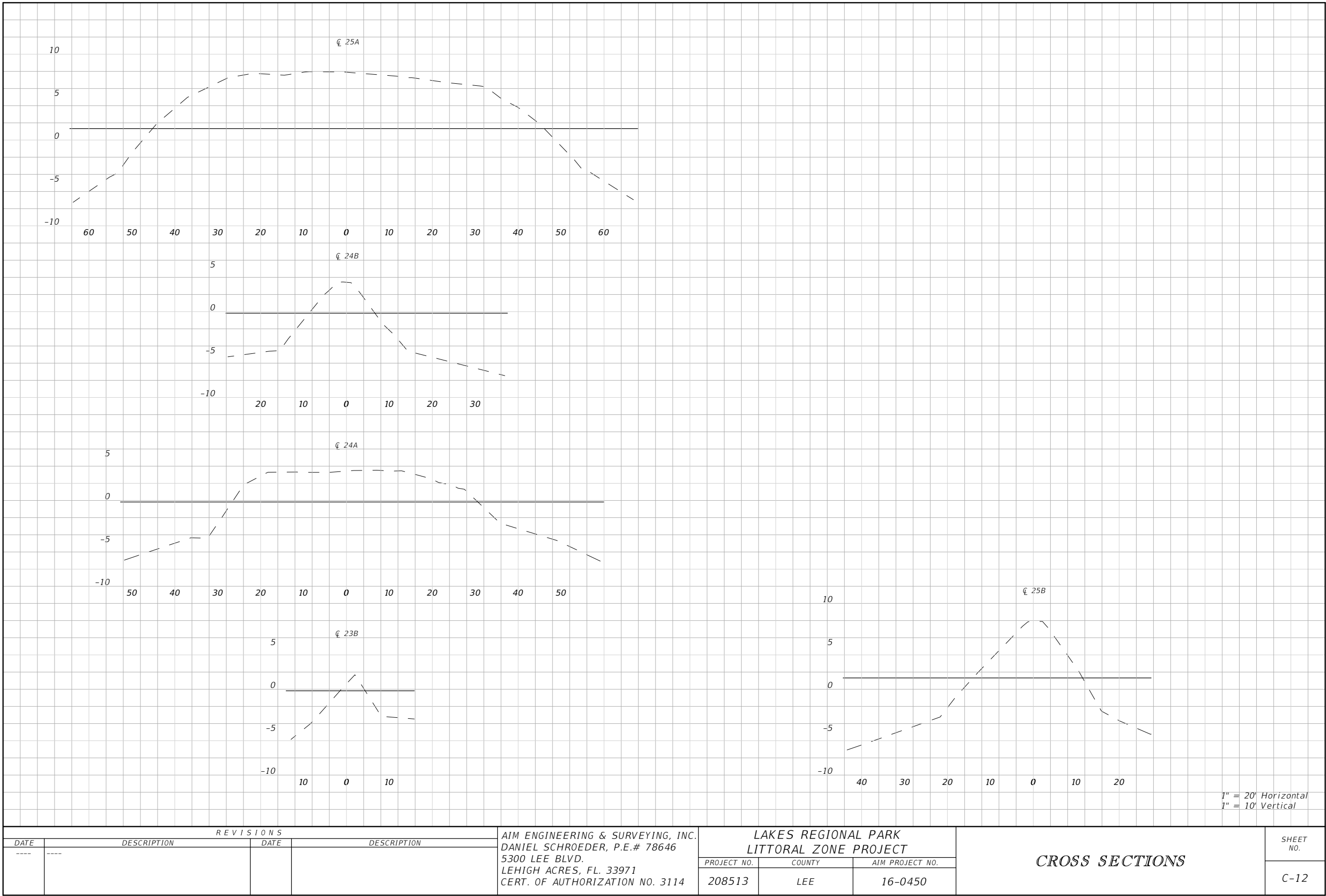
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REVISIONS				LAKES REGIONAL PARK LITTORAL ZONE PROJECT			CROSS SECTIONS	SHEET NO. C-11
DATE	DESCRIPTION	DATE	DESCRIPTION	PROJECT NO.	COUNTY	AIM PROJECT NO.		
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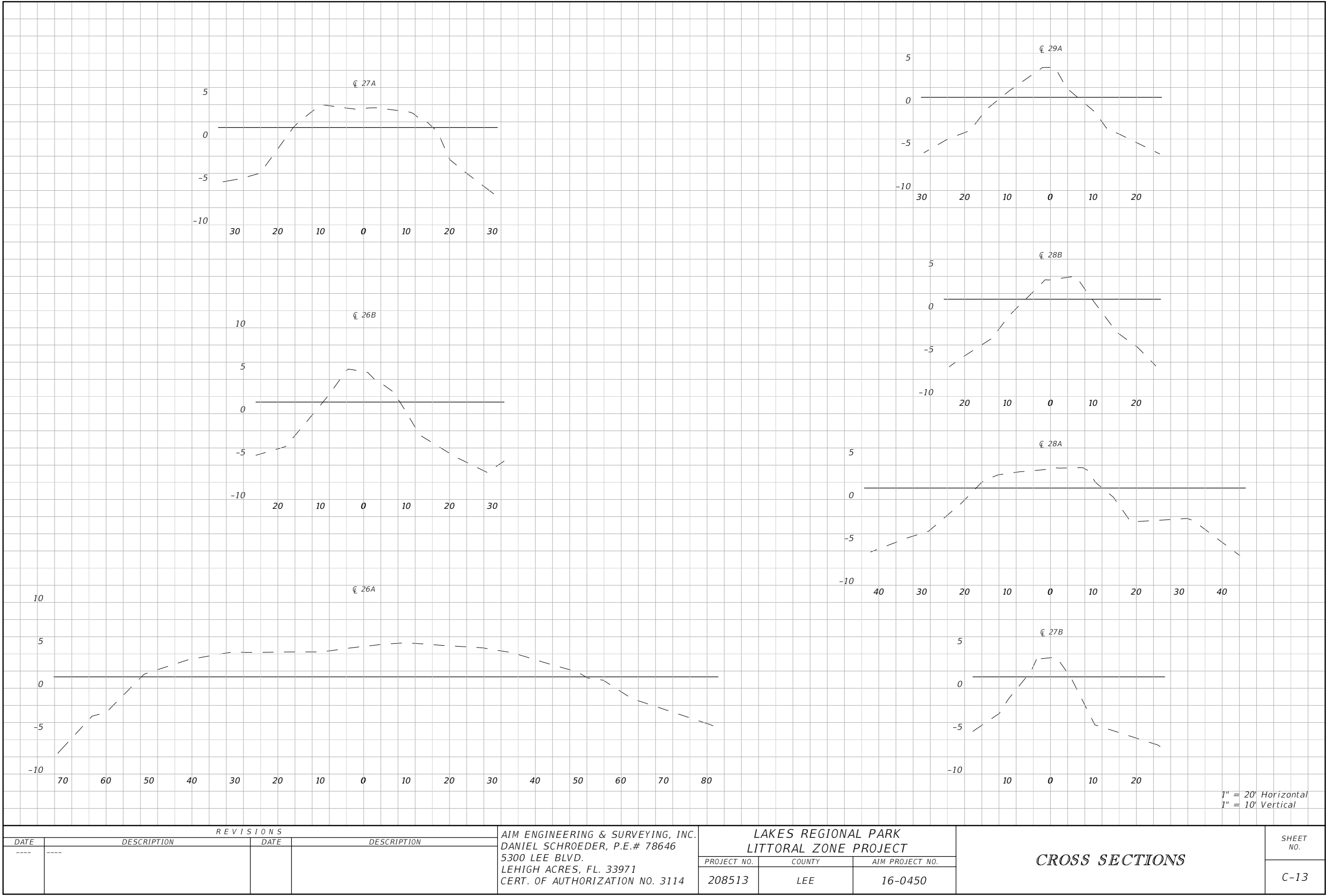
AIM ENGINEERING & SURVEYING, INC.
DANIEL SCHROEDER, P.E.# 78646
5300 LEE BLVD.
LEHIGH ACRES, FL. 33971
CERT. OF AUTHORIZATION NO. 3114

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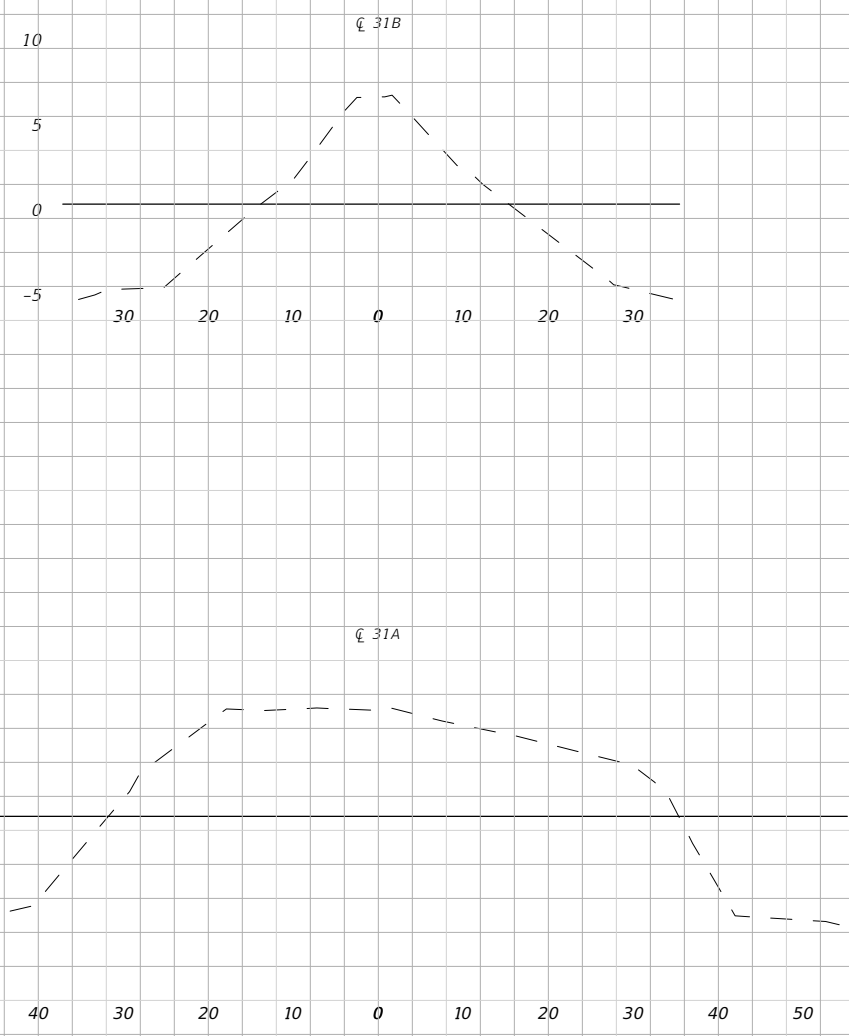
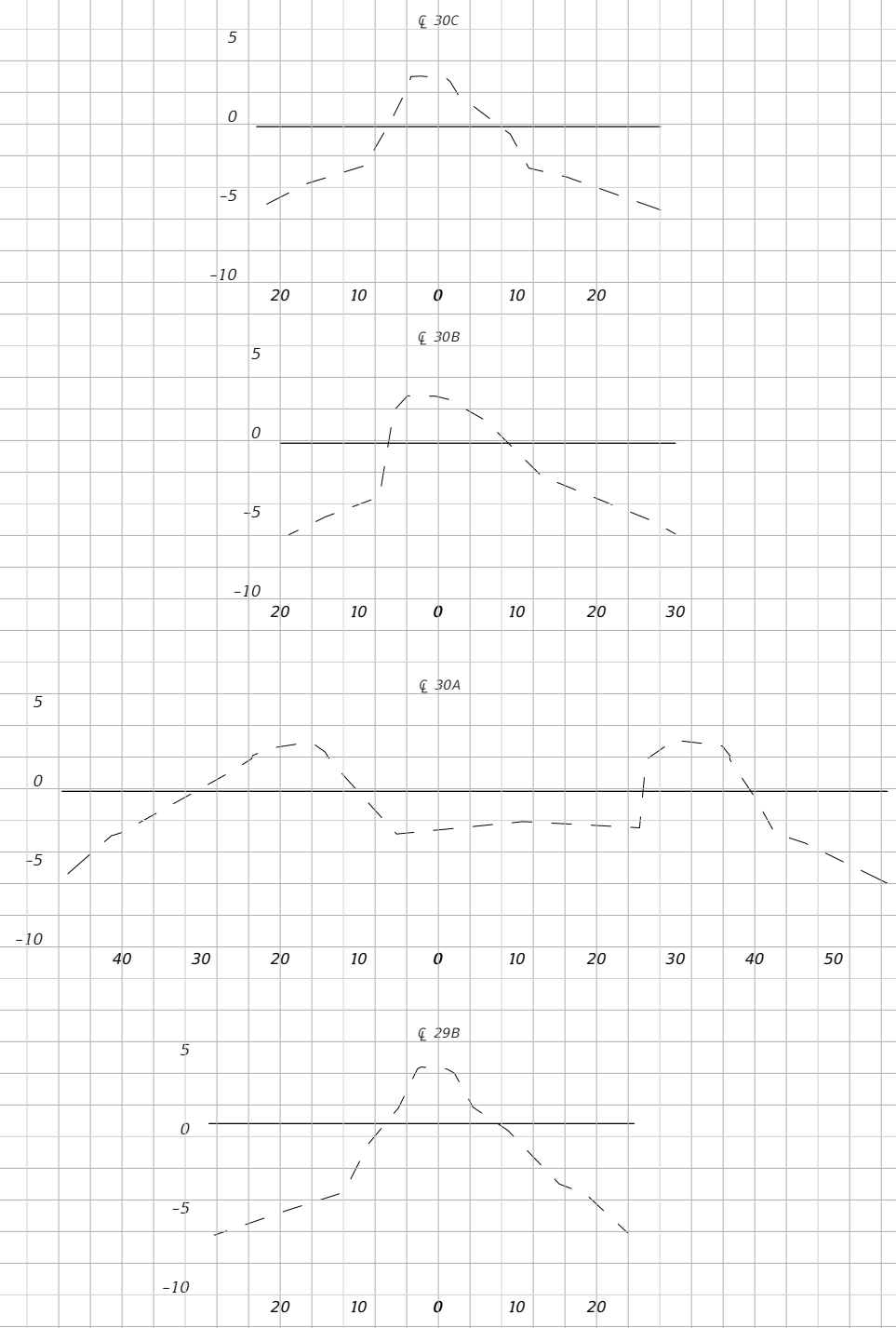
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REVISIONS				LAKES REGIONAL PARK LITTORAL ZONE PROJECT			CROSS SECTIONS	SHEET NO. C-13
DATE	DESCRIPTION	DATE	DESCRIPTION	PROJECT NO.	COUNTY	AIM PROJECT NO.		
----	----			208513	LEE	16-0450		

AIM ENGINEERING & SURVEYING, INC.
DANIEL SCHROEDER, P.E.# 78646
5300 LEE BLVD.
LEHIGH ACRES, FL. 33971
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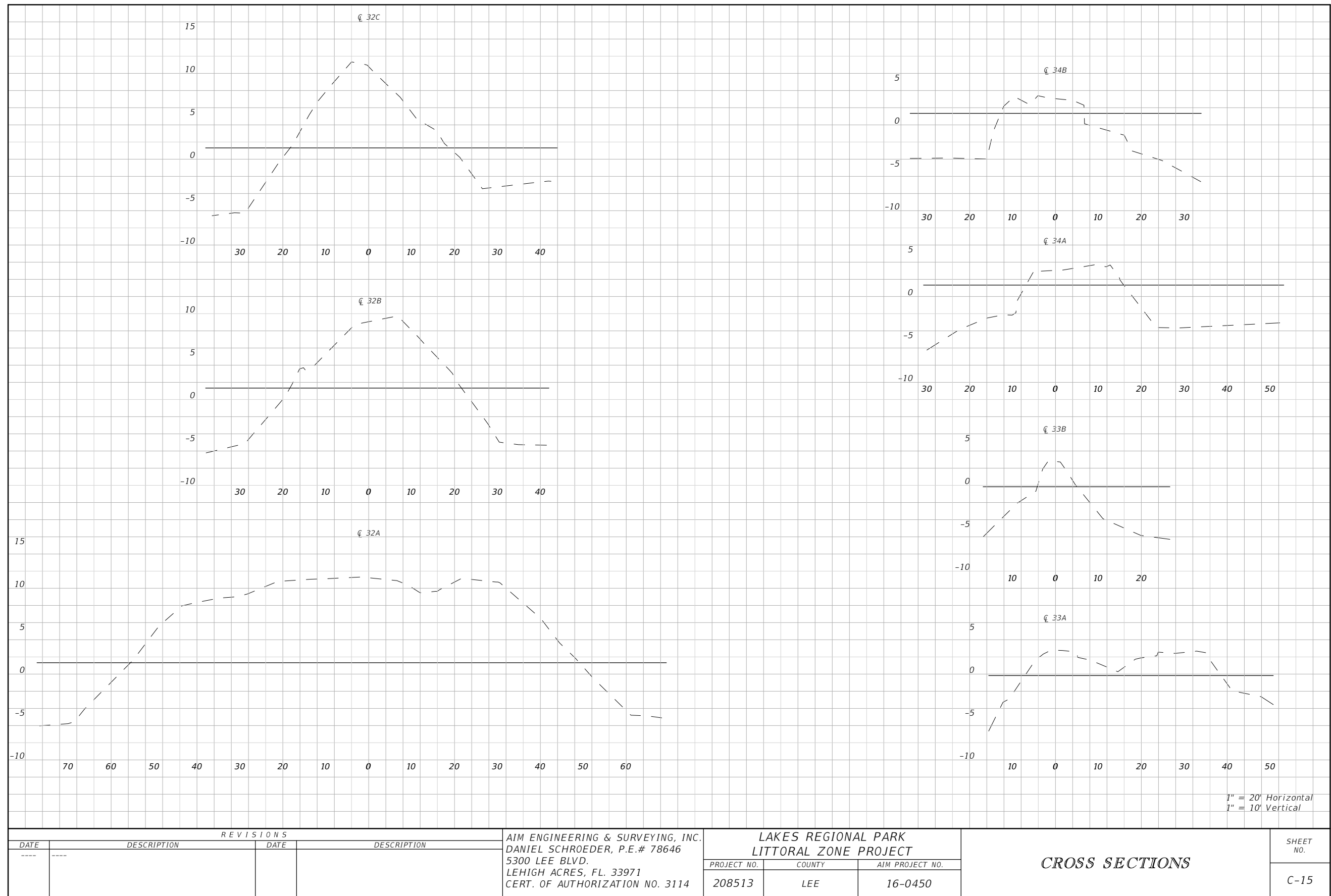


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1" = 10' Vertical

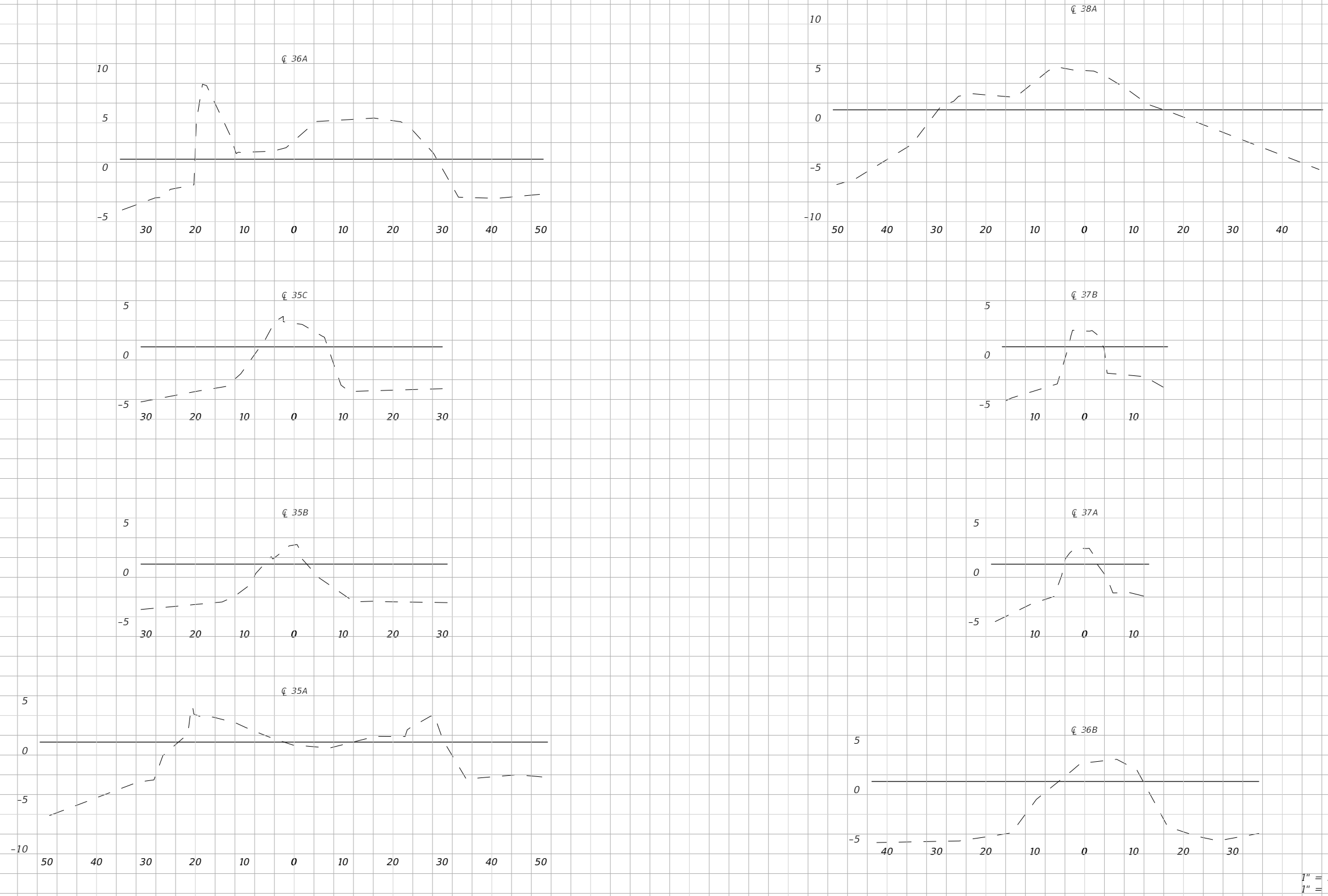
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REVISIONS				AIM ENGINEERING & SURVEYING, INC. DANIEL SCHROEDER, P.E.# 78646 5300 LEE BLVD. LEHIGH ACRES, FL. 33971 CERT. OF AUTHORIZATION NO. 3114	LAKES REGIONAL PARK LITTORAL ZONE PROJECT		CROSS SECTIONS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION					
----	----				PROJECT NO.	COUNTY		
					208513	LEE		C-14

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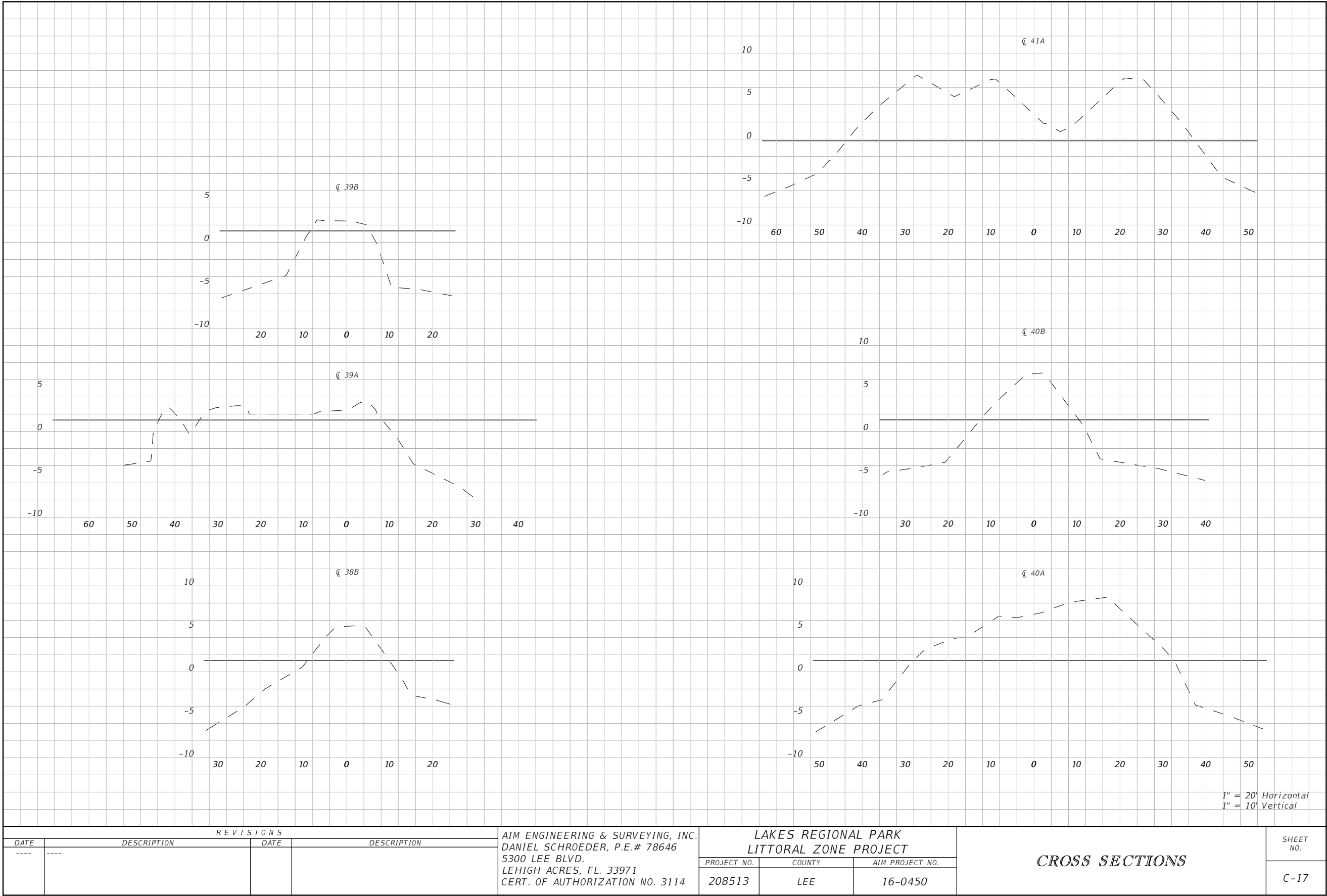
REVISIONS				LAKES REGIONAL PARK LITTORAL ZONE PROJECT			CROSS SECTIONS	SHEET NO. C-16
DATE	DESCRIPTION	DATE	DESCRIPTION	PROJECT NO.	COUNTY	AIM PROJECT NO.		
----	----			208513	LEE	16-0450		

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DANIEL SCHROEDER, P.E.# 78646
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LEHIGH ACRES, FL. 33971
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REVISIONS				LAKES REGIONAL PARK LITTORAL ZONE PROJECT			CROSS SECTIONS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION					
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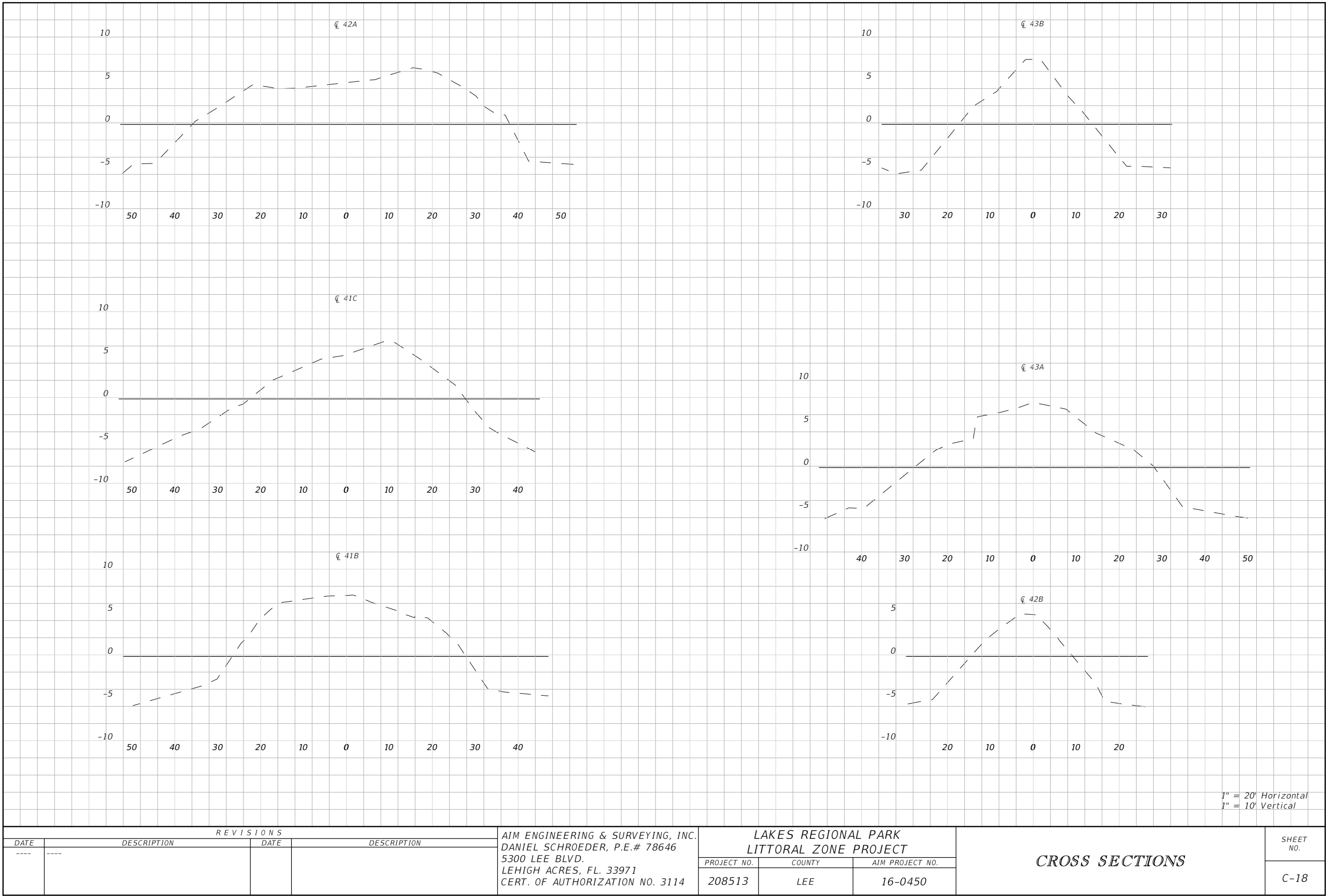
AIM ENGINEERING & SURVEYING, INC.
DANIEL SCHROEDER, P.E.# 78646
5300 LEE BLVD.
LEHIGH ACRES, FL. 33971
CERT. OF AUTHORIZATION NO. 3114

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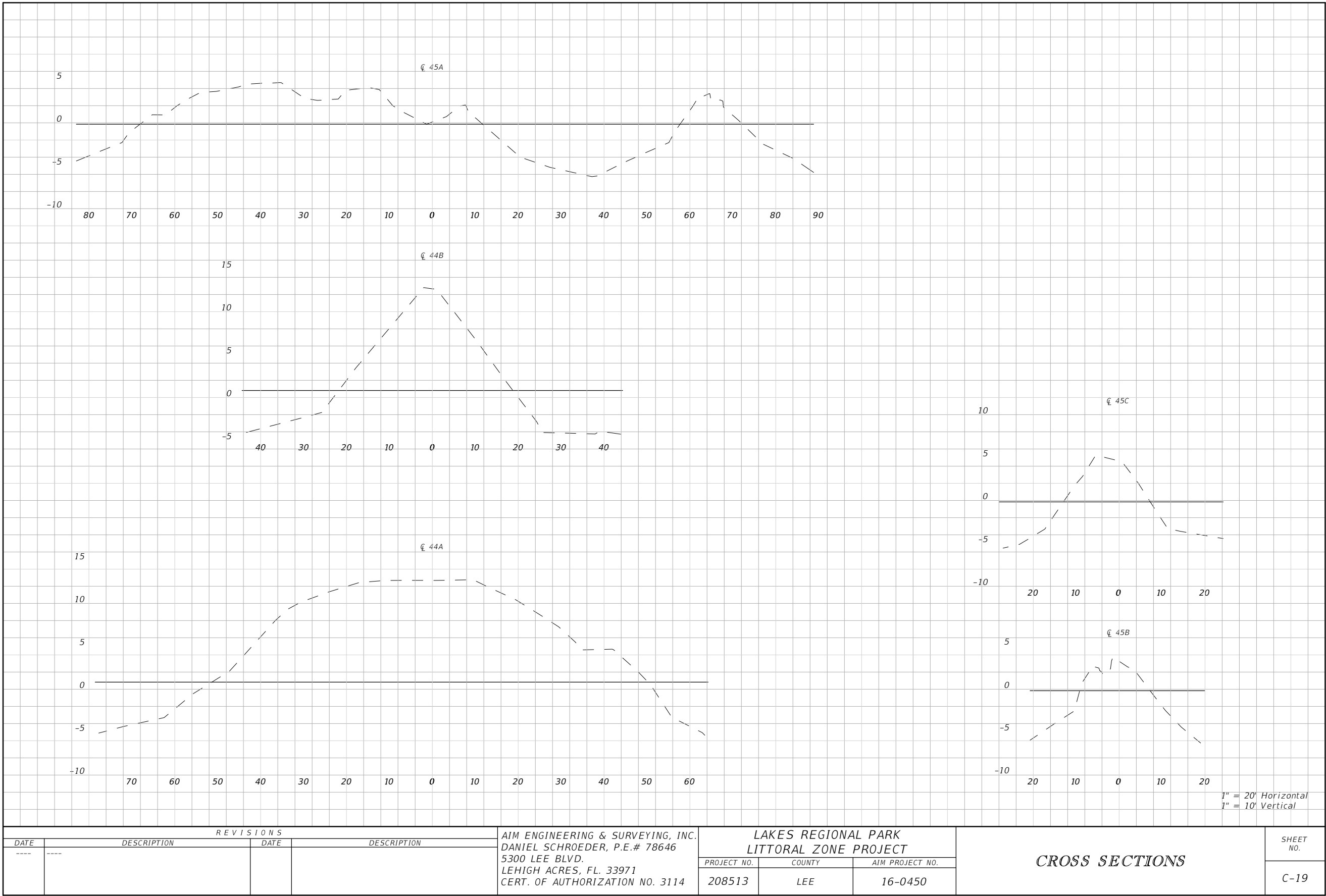
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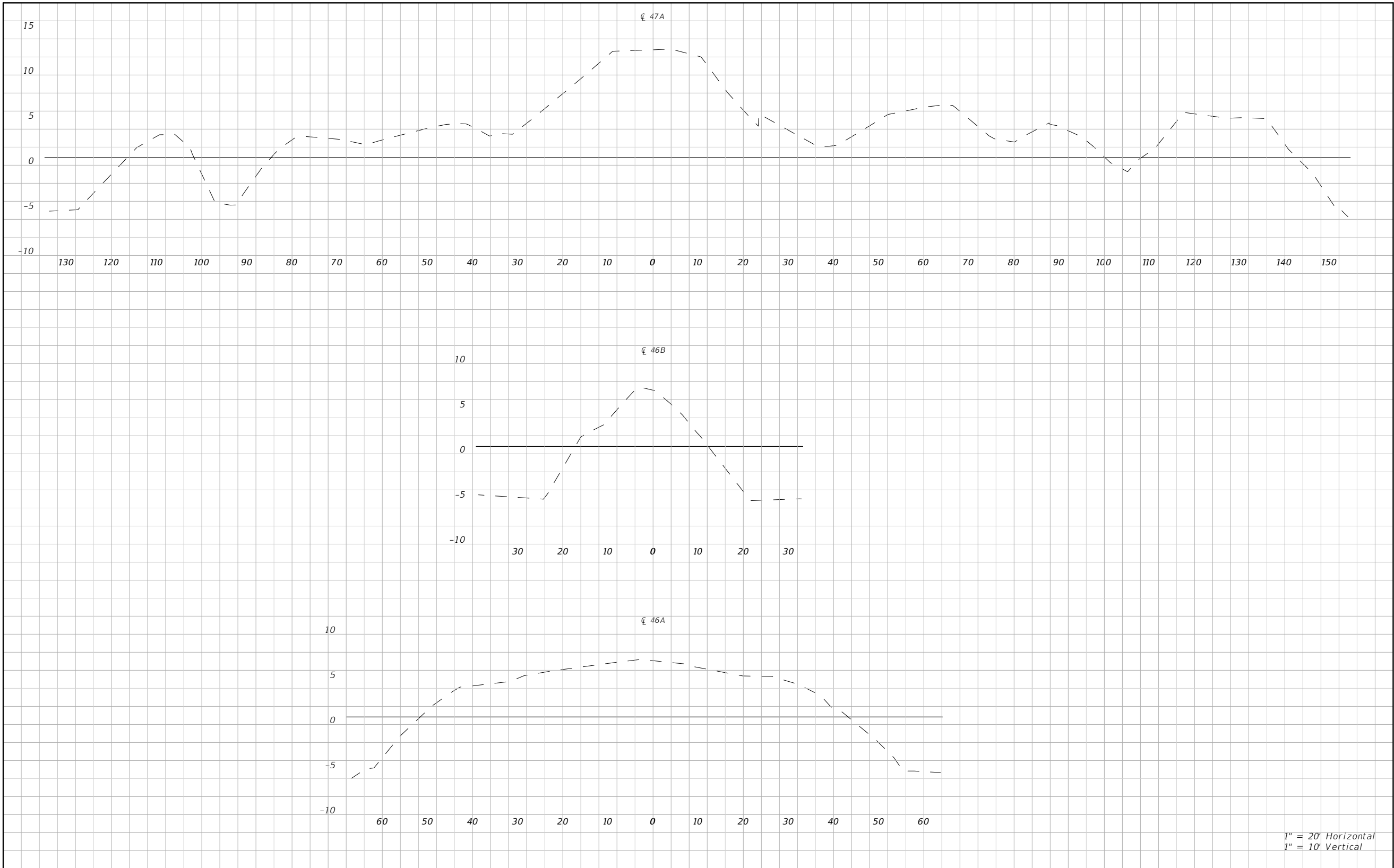


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REVISIONS				LAKES REGIONAL PARK LITTORAL ZONE PROJECT			CROSS SECTIONS	SHEET NO. C-19
DATE	DESCRIPTION	DATE	DESCRIPTION	PROJECT NO.	COUNTY	AIM PROJECT NO.		
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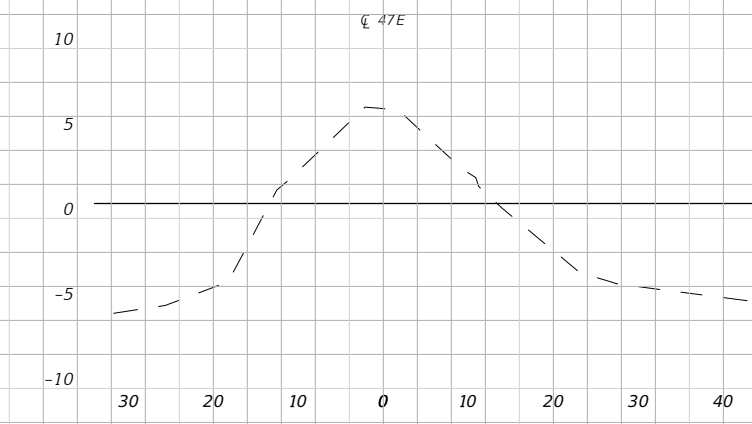
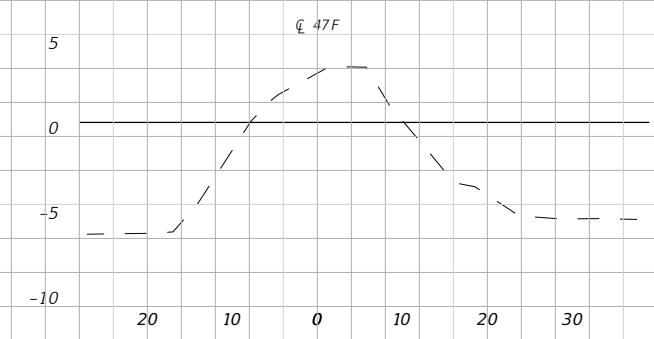
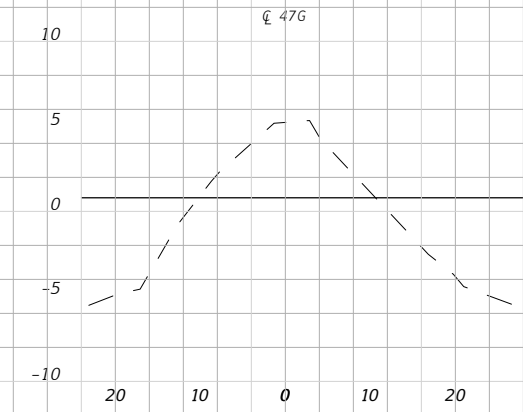
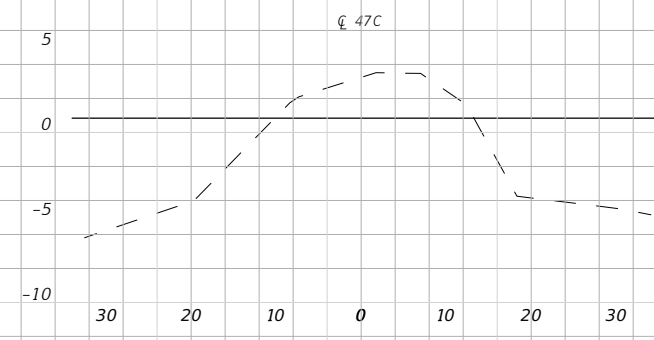
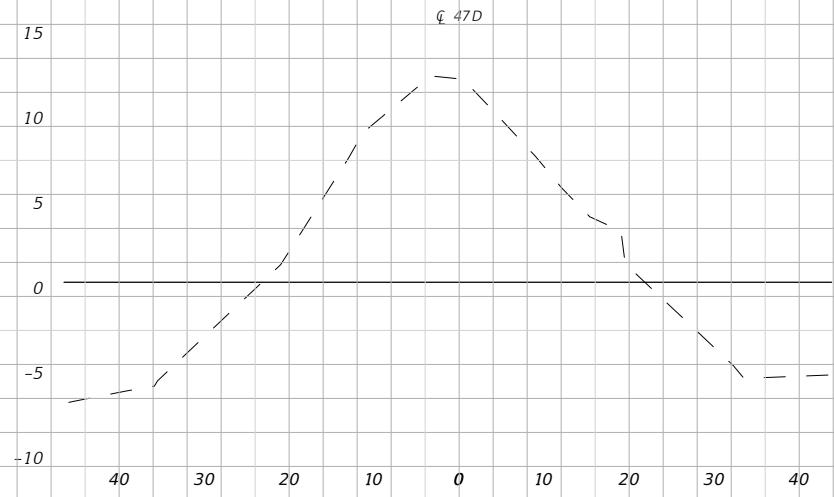
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1" = 20' Horizontal
1" = 10' Vertical

REVISIONS				AIM ENGINEERING & SURVEYING, INC. DANIEL SCHROEDER, P.E.# 78646 5300 LEE BLVD. LEHIGH ACRES, FL. 33971 CERT. OF AUTHORIZATION NO. 3114			LAKES REGIONAL PARK LITTORAL ZONE PROJECT		CROSS SECTIONS		SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION								
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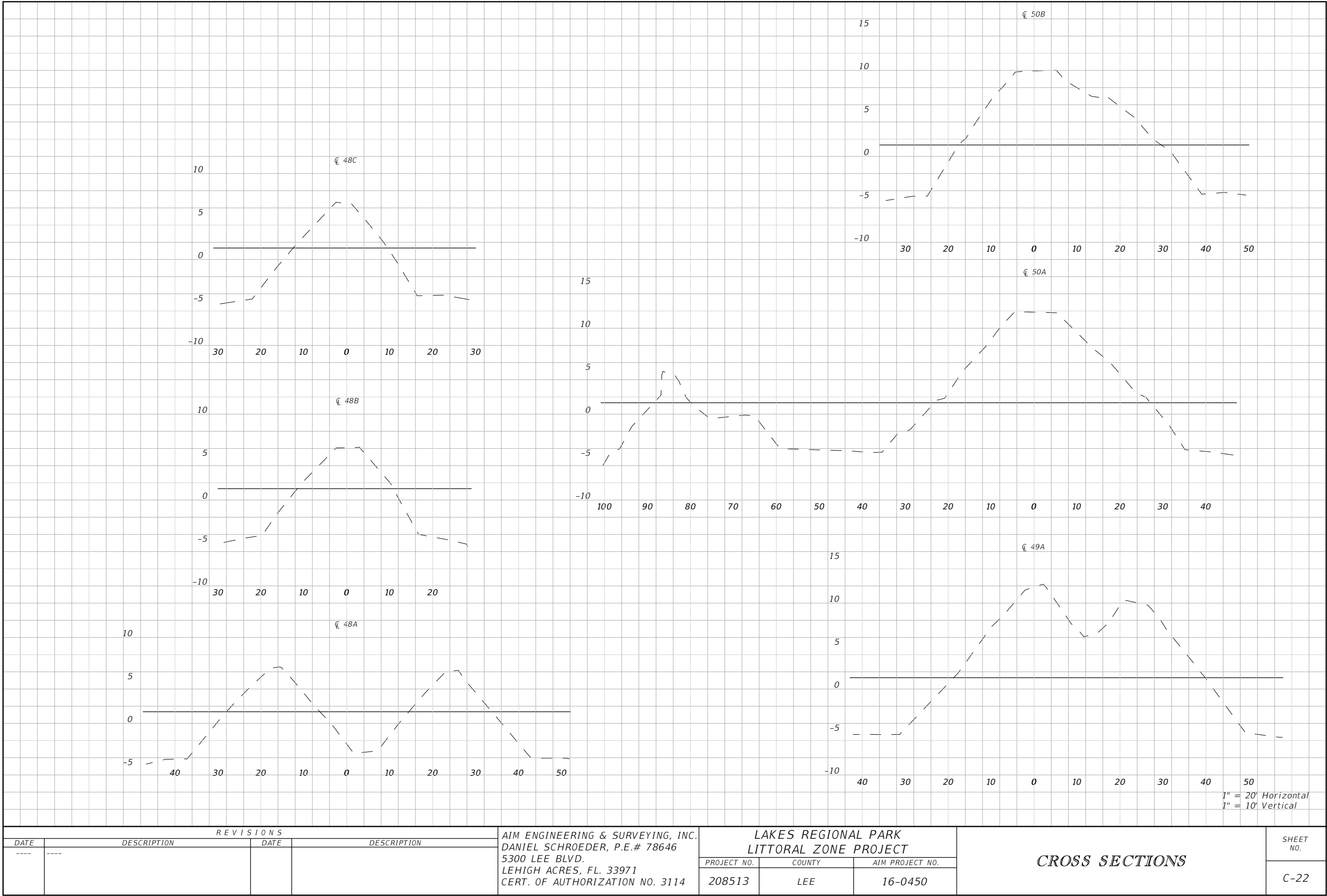
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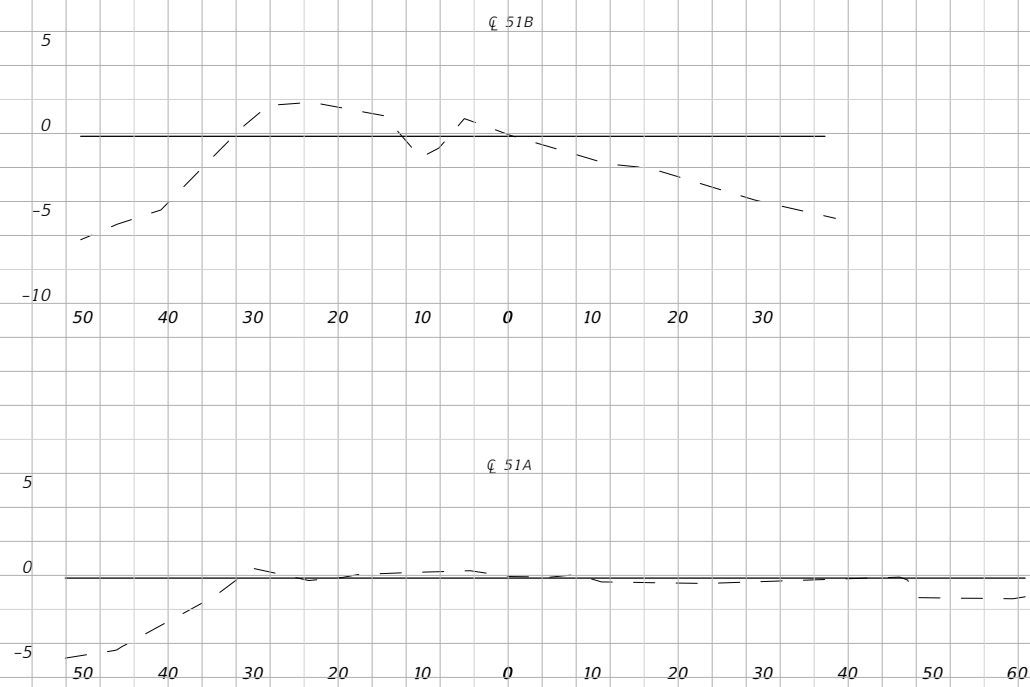
1" = 20' Horizontal
1" = 10' Vertical

REVISIONS				AIM ENGINEERING & SURVEYING, INC. DANIEL SCHROEDER, P.E.# 78646 5300 LEE BLVD. LEHIGH ACRES, FL. 33971 CERT. OF AUTHORIZATION NO. 3114	LAKES REGIONAL PARK LITTORAL ZONE PROJECT			CROSS SECTIONS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION						
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					208513	LEE	16-0450		C-21

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REVISIONS				LAKES REGIONAL PARK LITTORAL ZONE PROJECT			CROSS SECTIONS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION					
----	-----	----	-----	PROJECT NO.	COUNTY	AIM PROJECT NO.		C-23
				208513	LEE	16-0450		

AIM ENGINEERING & SURVEYING, INC.
DANIEL SCHROEDER, P.E.# 78646
5300 LEE BLVD.
LEHIGH ACRES, FL. 33971
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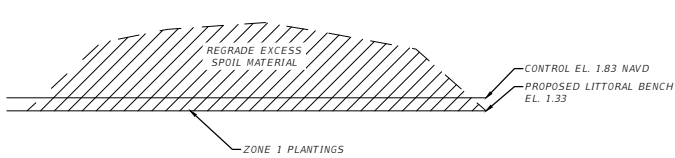
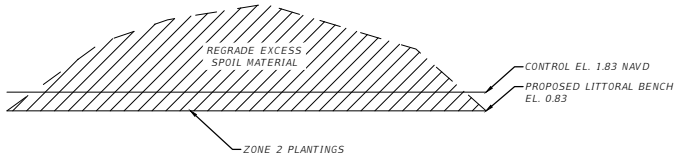
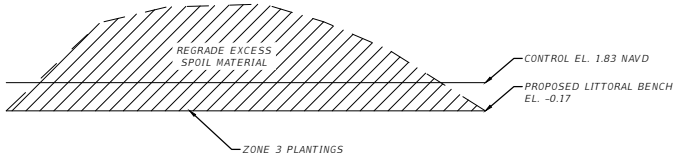
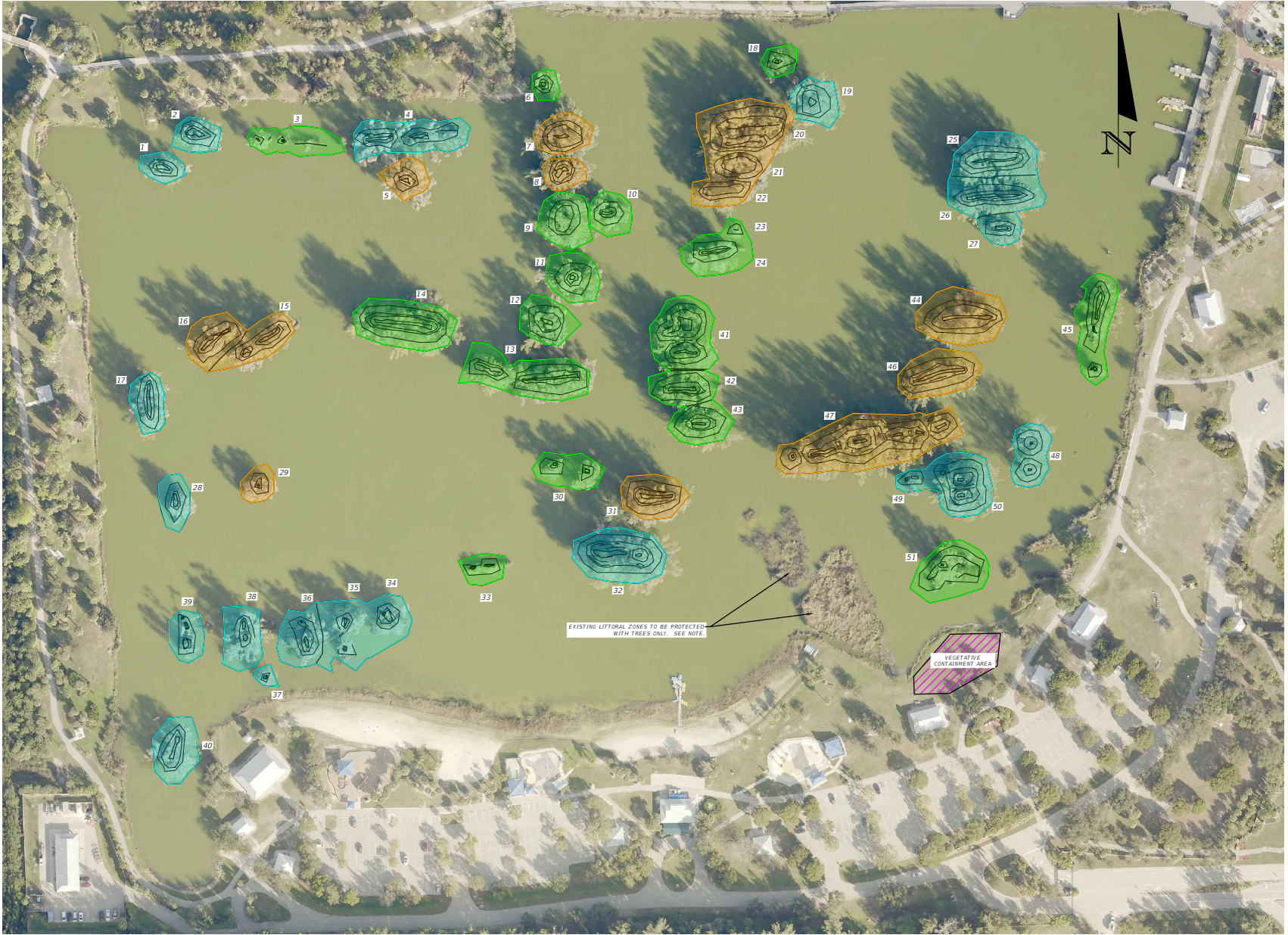
LITTORAL ZONE PLANT LIST								
PLANTINGS ZONE 1 (0' - 0.5' BELOW CONTROL ELEVATION)								
ISLAND NUMBER	ANTICIPATED PLANTING AREA (SF)	QUANTITY (EA)			PLANTING LIST			
		PLANTS	TREES					
			SMALL	LARGE				
1	453.2	457	1	0	TREES			
2	729.3	73	2	1	COMMON NAME	SCIENTIFIC NAME		
4	1101.1	114	3	1	BALD CYPRESS	TAXODIUM DISTICHUM		
17	1007.6	106	3	1	POPAH	FRAXINUS CAROLINIANA		
19	1155	119	3	1	POND APPLE	ANNONA GLABRA		
25	2209.9	219	6	2	RED MAPLE	ACER RUBRUM		
26	1675.3	171	4	1	HERBACEOUS			
27	302.5	31	1	0				
28	427.9	46	1	0				
32	3979.8	397	10	3	HAIDENCRANE	PANICUM HENRYSON		
					SAND CORDGRASS	SPARTINA BAKERI		
					SOFT RUSH	JUNCUS SP.		
35	544.5	53	1	0	SPIKE RUSH	ELEOCHARIS SP.		
36	788.7	80	2	1	HERBACEOUS			
37	51.7	7	0	0				
38	750.2	75	2	1				
39	512.6	51	1	0				
40	1370.6	138	3	1				
48	803	79	2	1				
49	75.9	7	0	0				
50	2818.2	281	7	2				
PLANTINGS ZONE 2 (0.5' - 1' BELOW CONTROL ELEVATION)								
ISLAND NUMBER	ANTICIPATED PLANTING AREA (SF)	QUANTITY (EA)					PLANTING LIST	
		PLANTS	TREES					
			SMALL	LARGE				
5	456.5	44	1	0			HERBACEOUS	
7	1746.8	173	4	1			COMMON NAME	SCIENTIFIC NAME
8	954.8	98	2	1	BLUE FLAG IRIS	IRIS HEXAGONA		
15	1263.9	128	3	1	BULLTONGUE ARRHORHEAD	SAGITTARIA LANCEIFOLIA		
16	1017.5	105	3	1	FIRE LAG	THALIA GENICULATA		
20	4904.9	492	12	4	GOLDEN CANNA	CANNA FLACIDA		
21	1390.4	140	3	1	LEATHER FERN	ACROSTICHUM DANAE		
22	1117.6	107	3	1	PICKEREL WEED	PONTEDERIA CORDATA		
29	242	22	1	0	SAWGRASS	CLADUUM SP.		
31	1906.3	190	5	2	SOFT RUSH	JUNCUS SP.		
44	3527.7	352	9	3	SPIDER LILY	HYMENOCALLIS SP.		
46	2181.3	215	5	2	SWAMP LILY	CRINUM AMERICANUM		
47	6658.3	667	17	6				
PLANTINGS ZONE 3 (1' - 2' BELOW CONTROL ELEVATION)								
ISLAND NUMBER	ANTICIPATED PLANTING AREA (SF)	QUANTITY (EA)			PLANTING LIST			
		PLANTS	TREES					
			SMALL	LARGE				
3	323.4	30	1	0	HERBACEOUS			
6	379.5	37	1	0	COMMON NAME	SCIENTIFIC NAME		
9	1464.1	146	4	1	FIRE FLAG	THALIA GENICULATA		
10	651.2	67	2	1	GIANT BULMRUSH	SCIRPUS CALIFORNICUS		
11	972.4	98	2	1	LEATHER FERN	ACROSTICHUM DANAE		
12	1532.3	154	4	1	SAWGRASS	CLADUUM SP.		
13	3311	322	8	3	SPIKE RUSH	ELEOCHARIS SP.		
14	3879.7	400	10	3	HERBACEOUS			
18	346.5	33	1	0				
23	73.7	7	0	0				
24	854.7	84	2	1				
30	526.9	55	1	0				
33	537.9	55	1	0				
41	4248.2	430	11	4				
42	1768.9	178	4	1				
43	1459.7	148	4	1				
45	1584	164	4	1				
51	1978.9	192	5	2				

- LEGEND
- ZONE 1
 - ZONE 2
 - ZONE 3

NOTES

PLANTING DENSITY:
HERBACEOUS PLANTS SHALL BE PLANTED 3 FT. ON CENTER.

PLANTING SIZE:
HERBACEOUS PLANTS SHALL BE A MINIMUM OF 2 IN. OR LARGER.
SMALL TREE SHALL BE A MINIMUM OF 3 GALLON CONTAINER OR LARGER.
LARGE TREE SHALL BE A MINIMUM OF 25 GALLONS CONTAINER OR LARGER.



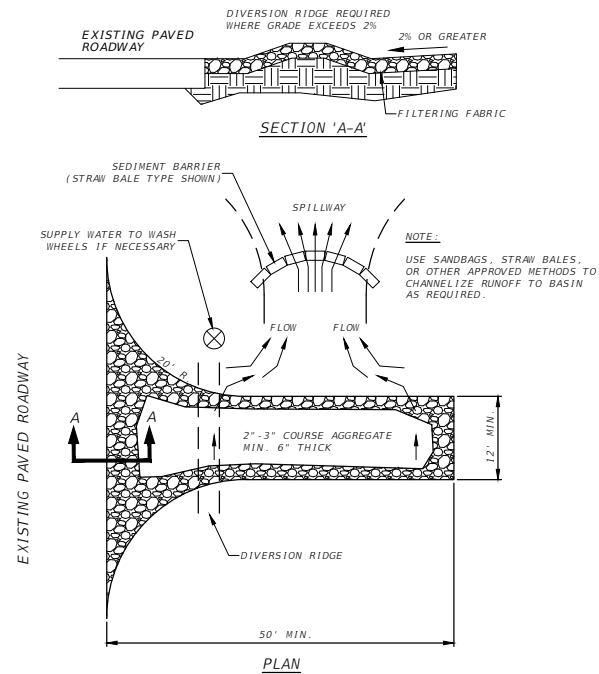
LITTORAL ZONE PLANT TYPICAL

REVISIONS				AIM ENGINEERING & SURVEYING, INC. DANIEL SCHROEDER, P.E.# 78646 5300 LEE BLVD. LEHIGH ACRES, FL. 33971 CERT. OF AUTHORIZATION NO. 3114	LAKES REGIONAL PARK LITTORAL ZONE PROJECT			PLANTING ZONES MAP	SHEET NO. C-24
DATE	DESCRIPTION		DATE		PROJECT NO.	COUNTY	AIM PROJECT NO.		
----	----				208513	LEE	16-450		

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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



- NOTES:
1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAY. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.
 2. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.
 3. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.
 4. WHEN USING PAVED ROADWAY, STREET SWEEPING SHALL BE REQUIRED WHEN SEDIMENT GOES ONTO PAVEMENT.

TEMPORARY CONSTRUCTION ENTRANCE DETAIL



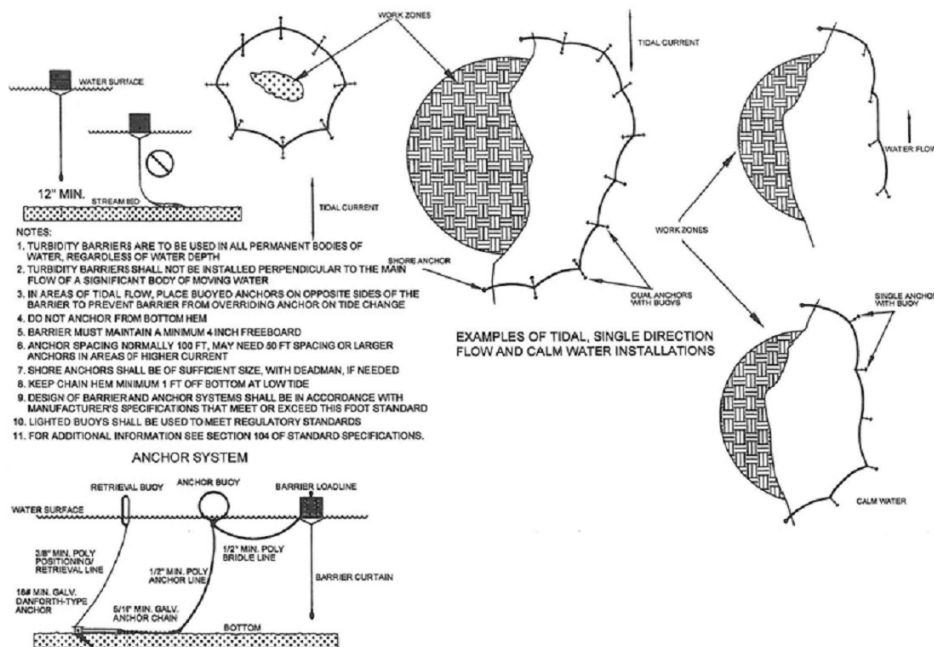
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

R E V I S I O N S				AIM ENGINEERING & SURVEYING, INC. DANIEL SCHROEDER, P.E.# 78646 5300 LEE BLVD. LEHIGH ACRES, FL. 33971 CERT. OF AUTHORIZATION NO. 3114	LAKES REGIONAL PARK LITTORAL ZONE PROJECT			VEGETATIVE CONTAINMENT AREA DETAIL	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		C-25
----	----				208513	LEE	16-0450		

Beata Kobeszko

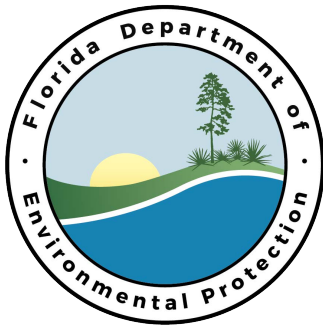
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R E V I S I O N S				AIM ENGINEERING & SURVEYING, INC. DANIEL SCHROEDER, P.E.# 78646 5300 LEE BLVD. LEHIGH ACRES, FL. 33971 CERT. OF AUTHORIZATION NO. 3114	LAKES REGIONAL PARK LITTORAL ZONE PROJECT			<i>EROSION CONTROL</i>	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		PROJECT NO.	COUNTY	AIM PROJECT NO.		
---	---				208513	LEE	16-0450		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



NOTICE OF INTENT TO USE NPDES GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES (RULE 62-621.300(4), F.A.C.)

You must submit this completed Notice of Intent (NOI) form to the Department to get coverage under the Generic Permit for Stormwater Discharge from Large and Small Construction Activities provided in subsection 62-621.300(4), F.A.C. The Generic Permit document [DEP Document 62-621.300(4)(a)] tells you what construction activity qualifies for coverage, how you obtain and terminate coverage, what you must do to minimize pollution from your construction site, and what conditions apply to your project to use the generic permit. **You must submit the appropriate generic permit fee, as specified in paragraph 62-4.050(4)(d), F.A.C., with this NOI Form to obtain permit coverage.** You must read and understand the requirements of the generic permit document and the attached instructions before completing this NOI form. **Please print or type information in the appropriate areas below.**

For construction activities also requiring an Individual Environmental Resource Permit (ERP), under Chapter 62-330, F.A.C.:

If your construction activities are already authorized by a valid Individual ERP issued by the Department, Water Management District or a Delegated Local Government, you may also elect to use this NOI form to provide the required notice of commencement of construction, in lieu of Form 62-330.350(1) ("Construction Commencement Notice").

Do you wish to also provide notice of commencement of construction activities authorized under an Individual ERP permit through the use of this form? Yes No

I. IDENTIFICATION NUMBER:

A. Facility ID (if renewing coverage): _____

B. ERP Permit Number* (if applicable): _____

C. ERP Permitting Agency (if applicable): _____

*If the ERP permit authorizes phased construction, please also indicate which phase.

II. STORMWATER POLLUTION PREVENTION PLAN (SWPPP) DEVELOPED AND READY TO BE IMPLEMENTED: Yes No

*If No, you may not submit your NOI at this time.

III. APPLICANT INFORMATION:

A. Operator Name: * ERP Permittee Name (if different than "Operator"), if applicable:		B. Operator Status:
C. Address:		
D. City:	E. State:	F. Zip Code:
G. Responsible Authority:		

H. Responsible Authority's Phone No.:
I. Responsible Authority's Fax No.:
J. Responsible Authority's E-mail Address:

IV. PROJECT/SITE LOCATION INFORMATION:

A. Project Name:			
B. Project Address/Location:			
C. City:		D. State:	E. Zip Code:
F. County:	G. Latitude:	° ' " Longitude:	° ' "
H. Is the site located on Indian Country Lands? Yes No		I. Water Management District:	
J. Project Contact:			
K. Project Contact's Phone No.:			
L. Project Contact's Fax No.:			
M. Project Contact's E-mail Address:			
N. Additional E-mail correspondence, optional:			

V. PROJECT/SITE ACTIVITY INFORMATION:

A. Indicate whether the project is Large or Small Construction (check only one):	Large Construction (Project will disturb 5 or more acres of land, Fee \$400)		
	Small Construction (Project will disturb between 1 and 4.99 acres of land, Fee \$250)		
B. Approximate total area of land disturbance from commencement through completion of construction: _____ acres			
C. SWPPP Location:	Address in Part III above	Address in Part IV above	Other address (specify below)
D. SWPPP Address:			
E. City:		F. State:	G. Zip Code:
H. Construction Period:	Start Date:	Completion Date:	

VI. DEWATERING INFORMATION:

A. Will dewatering operations be performed as part of the construction activities? No Yes If yes, complete below. If no, skip this part and go to Part VII.
B. Is the project site currently identified as contaminated, or is there a site within 500 feet of the dewatering project identified as contaminated by a DEP or EPA cleanup/restoration program? You may use the Quick Link to DEP's Contamination Locator Map (CLM) and DEP's Institutional Controls Registry (ICR) Web Viewer to determine cleanup restoration status. You may access the CLM at: http://webapps.dep.state.fl.us/DepClnup/welcome.do or

<http://ca.dep.state.fl.us/mapdirect/?focus=contamlocator>. The ICR may be accessed at:
<http://www.dep.state.fl.us/waste/categories/brownfields/pages/ICR.htm>, or
<http://ca.dep.state.fl.us/mapdirect/?focus=icr>

YES Continue to VI.C, below.

NO Continue to Part VII.

C. Has the site been remediated?

YES Continue to Part VII.

NO Continue to VI.D, below.

D. Are the pollutants of concern (i.e. contamination) present in ground water at the dewatering project site at concentrations equal to or exceeding the surface water criteria in Rule 62-302.530?

YES Dewatering activities do not qualify for coverage under this generic permit. However, the site may qualify for coverage under Rule 62-621.300(1), F.A.C., or under an individual wastewater permit on the appropriate form listed in Rule 62-620.910, F.A.C.

NO Continue to Part VII.

VII. DISCHARGE INFORMATION:

A. MS4 Operator Name (if applicable):

B. Receiving Water Name:

VIII. CERTIFICATION¹:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

If providing notice of commencement of construction as required by an Individual Environmental Resource Permit, I also certify that I am authorized by the Permittee (identified in Part III.A., above), to commence construction activities authorized by the ERP Permit (identified in Part I.B., above).

Responsible Authority Name and Official Title (Type or Print):

Responsible Authority Signature:

Date Signed:

¹ Signatory requirements are contained in Rule 62-620.305, F.A.C.

INSTRUCTIONS – DEP FORM 62-621.300(4)(b)
**NOTICE OF INTENT (NOI) TO USE GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE
AND SMALL CONSTRUCTION ACTIVITIES**

Who Must File an NOI:

You must file the NOI and obtain coverage under the Construction Generic Permit if you discharge stormwater associated with large or small construction activities to surface waters of the State, including through a Municipal Separate Storm Sewer System (MS4), http://www.dep.state.fl.us/water/stormwater/npdes/docs/all_ms4_by_county.pdf.

Where to File NOI:

The Department encourages the electronic submission of NOIs using the Department's Interactive Notice of Intent (iNOI) available at <http://www.fldeportal.com/go/>. NOIs also may be submitted by paper copy to the following address:

NPDES Stormwater Notices Center, MS #3585
Florida Department of Environmental Protection
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Permit Fee:

Permit fees for large and small construction activities to be covered under the generic permit are specified in paragraph 62-4.050(4)(d), F.A.C. and available on our <http://www.dep.state.fl.us/water/stormwater/npdes/fees.htm>. You must submit the appropriate generic permit fee (either for large 5+ acres \$400 or small 1- 4.99 acres \$250 construction activities) with the completed NOI to obtain coverage under the generic permit. **Generic permit coverage will not be granted without payment of the appropriate permit fee.**

If the NOI is submitted electronically, the permit fee must be paid on-line by credit card or check. If the NOI is submitted using a paper copy, the permit fee must be paid by either check or money order made payable to: "Florida Department of Environmental Protection".

Part I – Identification Number:

If you are renewing coverage, please enter the project's DEP identification number (generic permit coverage number) if known. If this is a new project without an ID number then leave this item blank. If you know your ERP Permit Number or ERP Permitting Agency (if applicable) please identify it here, if not then leave these items blank.

Part II – Stormwater Pollution Prevention Plan (SWPPP) Completed:

Check the box to indicate whether you have completed your Stormwater Pollution Prevention Plan. You must complete your SWPPP and be ready to implement it before submitting your NOI.

Part III – Applicant Information:

Item A.: Provide the legal name of the person, firm, contractor, public organization or other legal entity that owns or operates the construction activity described in this NOI. The operator is the legal entity that has authority to control those activities at the project necessary to ensure compliance with the terms and conditions of the generic permit.

Item B.: Enter the appropriate one letter code from the list below to indicate the legal status of the operator:

F = Federal; S = State; P = Private; M = Public (other than federal or state); O = Other

Items C. – F.: Provide the complete mailing address of the operator, including city, state and zip code.

Items G. – J.: Provide the name, telephone and fax number (including area code) and E-mail address of the person authorized to submit this NOI on behalf of the operator (e.g., Jane Smith, President of Smith Construction Company on behalf of the operator, Smith Construction Company; John Doe, Public Works Director on behalf of the operator, City of Townsville; etc.). This should be the same person as indicated in the certification in Part VI.

Part IV – Project/Site Location Information:

Items A. – E.: Enter the official or legal name and complete street address, including city, state and zip code of the project. Do not provide a P.O. Box number as the street address. If it lacks a street address, describe the project site location (e.g., intersection of State Road 1 and Smith Street).

Item F.: Enter the county in which the project is located.

Item G.: Enter the latitude and longitude, **in degrees-minutes-seconds format**, of the approximate center of the project.

Item H.: Indicate whether the project is located on Indian Country Lands. If the project is located on Indian Lands you may not use this generic permit. Instead, you must apply to the <http://cfpub.epa.gov/npdes/stormwater/const.cfm> (EPA) for coverage.

Item I.: Enter the appropriate five or six letter code from the list below to indicate the <http://www.dep.state.fl.us/secretary/watman/default.htm> in which your project is located:

NFWFMD = Northwest Florida Water Management District
SRWMD = Suwannee River Water Management District
SFWMD = South Florida Water Management District
SWFWMD = Southwest Florida Water Management District
SJRWMD = St. John's River Water Management District

Items J. – M.: Enter the name, telephone and fax number (including area code) and E-mail address of the project contact person. The project contact is the person who is thoroughly familiar with the project, the facts reported in this NOI and who can be contacted by the Department if necessary.

Item N.: Enter additional E-mail correspondence as needed to receive permit related documentation. (Optional)

Part V – Project/Site Activity Information:

Item A.: Check the appropriate box to indicate whether the project involves large construction activity or small construction activity. **Check one box only.**

“Large Construction Activity” means construction activity resulting in the disturbance of five (5) or more acres of total land area. Large construction activity also includes the disturbance of less than five acres of total land area that is part of a larger common plan of development or sale such as a subdivision that will ultimately disturb five acres or more.

“Small Construction Activity” means construction activity resulting in the disturbance of equal to or greater than one (1) acre and less than five (5) acres of total land area. Small construction activity also includes the disturbance of less than one acre of total land area that is part of a larger common plan of development or sale that will ultimately disturb equal to or greater than one acre and less than five acres.

Item B.: Provide the approximate total area of land disturbance, in acres, that the project will involve from commencement of construction through completion.

Items C. - G.: Indicate the location where the Stormwater Pollution Prevention Plan (SWPPP) can be viewed. Provide the address where the SWPPP can be viewed if other than as provided in Parts II or III of the NOI. **Note that to be eligible for coverage under the generic permit, the SWPPP must have been prepared prior to filing this NOI.**

Item H.: Enter the estimated construction start and completion dates in the MM/DD/YY format.

Part VI – Dewatering Information:

If your site has “noncontaminated ground water”, the CGP also authorizes discharges from ground water dewatering activities. A site will be presumed to have uncontaminated if it is not contaminated and there are no known contamination sites within 500 feet of the site. You may use the Department’s <http://webapps.dep.state.fl.us/DepClnup/welcome.do> or the Institutional Controls Registry (ICR) Web Viewer <http://www.dep.state.fl.us/waste/categories/brownfields/pages/ICR.htm> to determine the location of contaminate sites. The CGP does not authorize the discharge of contaminated ground water.

Part VII – Discharge Information:

To be covered under a CGP, you must provide the following information about where the discharge from your project will go. NOIs submitted without discharge information cannot be processed.

Item A.: If stormwater from your project discharges to a MS4 enter the name of the MS4 (e.g., City of Tallahassee MS4, Orange County MS4, FDOT District 5 MS4, etc.). If stormwater from your project does not discharge to an MS4 but to surface waters of the State, leave this item blank or indicate “N/A” and skip to Item B. of this part. **Please note that if your project discharges stormwater to an MS4, you must provide the MS4 operator with a copy of the completed NOI.** http://www.dep.state.fl.us/water/stormwater/npdes/docs/all_ms4_by_county.pdf

Item B.: If your project discharges stormwater to surface waters of the State, and not to an MS4, enter the name of the receiving water body to which the stormwater is discharged. Please provide the first named water body to which the stormwater from the project is discharged (e.g., Cypress Creek, Tampa Bay, unnamed ditch to St. Johns River, Tate’s Hell Swamp, etc.).

In certain cases, stormwater from the project will discharge to both an MS4 and surface waters of the State. In this case, complete both Item A. and Item B.

Part VIII – Certification:

Type or print the name and official title of the Responsible Authority signing the certification. Please note that this must be the same person indicated in Item II.G. as the Responsible Authority. Sign and date the certification.

Section 403.161, F.S., provides severe penalties for submitting false information on this application (NOI) or any reports or records required by a permit. There are both civil and criminal penalties, in addition to the revocation of permit coverage for submitting false information.

Rule 62-620.305, F.A.C., requires that the NOI and any reports required by the permit be signed as follows:

- A. For a corporation, by a responsible corporate officer as described in Rule 62-620.305, F.A.C.;
- B. For a partnership or sole proprietorship, by a general partner or the proprietor, respectively; or
- C. For a municipality, state, federal or other public facility, by a principal executive officer or elected official.

State of Florida

Department of Environmental Protection

NPDES Generic Permit

For

Stormwater Discharge from Large and Small Construction Activities

Effective Date: 02/2015

This permit is issued under the provisions of Section 403.0885, Florida Statutes, and applicable rules of the Florida Administrative Code pursuant to the Department's federally-approved National Pollutant Discharge Elimination System (NPDES) stormwater regulatory program. Stormwater discharge associated with large construction activity, as defined at 40 C.F.R. Part 122.26(b)(14)(x) and herein, is regulated pursuant to Section 402(p)(2) of the federal Clean Water Act (CWA). Stormwater discharge associated with small construction activity, as defined at 40 C.F.R. 122.26(b)(15) and herein, is regulated pursuant to Section 402(p)(6) of the CWA. This permit constitutes authorization to discharge stormwater associated with large and small construction activities to surface waters of the State, including through a Municipal Separate Storm Sewer System (MS4). Until this permit is terminated, modified or revoked, permittees that have properly obtained coverage under this permit are authorized to discharge to surface waters of the State, including through an MS4, in accordance with the terms and conditions of this permit.

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HOW TO USE THIS DOCUMENT

This generic permit is written in plain English. It sets forth a series of questions along with the answers that are designed to make it easier for you to understand who needs a permit, how you get permit coverage, and what you must do to meet the permit's requirements. Underlined blue words are terms that are defined in Part 8, Definitions and Acronyms. If you click on these words, you will be taken to the part of the document where the term is defined. To get back to your original part of the document, you must install the "BACK" button for Word.

To install the "BACK" button and "FORWARD" button, complete these steps:

1. Click the Microsoft office button or FILE in the top left corner of your Word window.
2. Click on "Word Options" at the bottom of the menu.
3. Click on "Customize" from the left pane.
4. In "Choose commands from" drop-down menu, select "All Commands".
5. From the list of commands find "Back" and click "Add"
6. Similarly, find "Forward" and click "Add"

This Document Constitutes Your Permit

PART 1:PERMIT COVERAGE	
	<i>Do I need this permit for my project?</i>

1.1 When is this permit required?

An NPDES Stormwater construction generic permit is required for any [construction activities](#) that:

1.1.1 Disturb one or more acres of land or disturb less than one acre of land but are part of a [common plan of development or sale](#); and

1.1.2 Discharge stormwater to surface waters of the state or to surface waters of the State through a municipal separate storm sewer system ([MS4](#)).

You, the Responsible Authority, shall apply either for an individual permit or for coverage under this National Pollutant Discharge Elimination System ([NPDES](#)) Construction Generic Permit (CGP). The Responsible Authority of a construction activity is ultimately responsible for obtaining and complying with this permit.

1.2 What does the CGP allow me to do?

The CGP allows you to discharge surface stormwater associated with [large](#) or small construction activity to waters of the State, either directly or through an MS4.

1.3 If I obtain the CGP, do I still need an Environmental Resource Permit (ERP) or other permit?

Obtaining coverage under the CGP does not relieve you of the requirement to obtain an Environmental Resource Permit ([ERP](#)). If an ERP is required then contact the Department, the appropriate [water management district](#), or a delegated local program for more information. You may also need to obtain other required permits from federal, state, or local governments.

1.4 Do I need this permit if I am one of several contractors working at a common site?

1.4.1 If you are a contractor or subcontractor acting under the direction of an operator or other entity who has received coverage under the CGP for your construction activities, you do not have to obtain your own coverage under this permit, but must be named on the operator's SWPPP and separately sign the SWPPP certification (see [Part 4.5](#)).

- 1.4.2 If you are not named in the SWPPP or are not acting under the direction of the responsible authority who has obtained permit coverage, you must obtain your own permit.

1.5 Are there any limitations of coverage?

The following stormwater discharges from construction sites are not authorized by this permit. This permit specifically does not allow you to do any of the following:

- 1.5.1 Cause or contribute to a violation of surface water quality standards;
- 1.5.2 Discharges stormwater mixed with non-stormwater, except as otherwise provided in [Part 3](#) of this CGP;
- 1.5.3 Discharge stormwater that originates from the site after construction activities have been completed and the site has undergone final stabilization;
- 1.5.4 Discharges that are mixed with sources of non-stormwater;
- 1.5.5 Discharges stormwater associated with construction activities that are covered under an existing generic or individual permit. Such discharges may be authorized under this permit after the existing generic permit or individual permit term of coverage expires or is terminated, provided the existing permit did not establish numeric limitations for such discharges; or
- 1.5.6 Discharges stormwater associated with construction activity that the Department has determined to be or may reasonably be expected to be causing or contributing to a violation of surface water quality standards.

PART 2: YOUR APPLICATION = NOTICE OF INTENT (NOI)	
	<i>How do I apply for coverage under this permit?</i>

2.1 How do I apply for coverage under this permit?

You must:

- 2.1.1 Submit a "Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b)," also known as Notice of Intent or NOI, to the Department; and
- 2.1.2 Submit the required permit application fee. For Large construction sites disturbing 5 or more acres, the required fee is \$400. For Small construction sites disturbing 1- 4.99 acres, the required fee is \$250. Land disturbances less than one acre of land but are part of a [common plan of development or sale](#) must apply for coverage.

2.2 What must I do before applying for the CGP?

Before you submit your NOI, you must develop and be ready to implement a Stormwater Pollution Prevention Plan ([SWPPP](#)). The minimum requirements for a SWPPP are listed in [Part 4](#).

2.3 Where can I obtain and file my NOI and permit fee?

- 2.3.1 You can submit your NOI and payment electronically through the Department business portal at <http://www.fldepportal.com/go/>. Permit fees must be paid by check, credit card or debit card.
- 2.3.2 Alternatively, you can submit a paper copy of your NOI by downloading the form at: http://www.dep.state.fl.us/water/stormwater/npdes/permits_forms.htm and submitting it, along with your permit fee, to the [Notices Center](#).

2.4 Who can sign the NOI?

The [responsible authority](#) must sign the NOI unless the responsible authority designates a [duly authorized representative](#) who may sign on the responsible authority's behalf as prescribed in Part 8.9.

2.5 When is the NOI due?

- 2.5.1 For a new project, you must submit a complete NOI and permit fee at least 2 calendar days before commencement of construction by clearing, grading, excavating, demolition, or other [construction activities](#) disturbing soil. An application is complete upon submittal of all requested information, submittal of the required permit fee, and correction of any error or omission for which the applicant was timely notified or when the time for such notification has expired.
- 2.5.2 For a project continuing beyond the five-year term of any existing CGP permit coverage, you must submit the complete NOI and permit fee at least 2 calendar days before your current permit expires to renew your coverage.
- 2.5.3 For a project where the operator changes, the new operator must submit the complete NOI and permit fee at least 2 calendar days before assuming control of the project.

2.6 What happens after I submit my NOI and Permit fee?

Your NOI will be determined complete or incomplete:

- 2.6.1 If incomplete, the Department will contact you to request additional information or request payment of the required permit fee.
- 2.6.2 If complete, the Department will send you an acknowledgment letter that will identify the term of your permit coverage.
- 2.6.3 You must post a copy of the NOI or, post a copy of the acknowledgment letter at the construction site in a prominent place for public viewing, such as alongside a building permit.
- 2.6.4 If your project discharges stormwater to an MS4, you must send a copy of the NOI or the acknowledgement letter within 7 calendar days of receipt to the operator of the MS4.

2.7 What is the term of my permit coverage?

- 2.7.1 The term of your permit coverage begins 2 calendar days after the Department determines your submittal complete, and lasts 5 years or until you terminate your coverage under the permit.

PART 3:DISCHARGES	
	<i>What discharges are allowed under this permit?</i>

3.1 What discharges are allowed under this permit?

With limited exceptions, the CGP only allows stormwater discharges associated with construction activities and dewatering operations described in Part 3.4. The exceptions are listed below (see Parts 3.2 and 3.4).

3.2 What non-stormwater discharges does the CGP allow?

You can discharge the following types of non-stormwater discharges, if they are listed in your SWPPP and your SWPPP includes appropriate pollution prevention procedures as to not cause or contribute to a violation of water quality standards.

- 3.2.1 Discharges from firefighting activities.
- 3.2.2 Fire hydrant flushings.
- 3.2.3 Waters without detergents used to spray off loose solids from vehicles.
- 3.2.4 Waters used to control dust.
- 3.2.5 Potable water sources such as waterline flushings.
- 3.2.6 Landscape irrigation water and drainage.
- 3.2.7 Routine external building washdown provided no detergents are used.
- 3.2.8 Pavement washwaters that do not contain detergents, leaks, spills of toxic or hazardous materials.
- 3.2.9 Air conditioning condensate.
- 3.2.10 Spring water.
- 3.2.11 Foundation or footing drain flows that are not contaminated with process material such as solvents.
- 3.2.12 Noncontaminated ground water associated with dewatering activities as described in Part 3.4.

3.3 What non-stormwater discharges are prohibited by the CGP?

The following non-stormwater discharges are prohibited by the CGP:

- 3.3.1 Wastewater from concrete washout.
- 3.3.2 Wastewater from washout or cleanout of stucco, paint, form release oils, curing compounds, and other construction materials.
- 3.3.3 Fuels, oils, or other pollutants from vehicle and equipment operation and maintenance.
- 3.3.4 Soaps, detergents, solvents, or other cleaners.
- 3.3.5 Hazardous substances or oil resulting from an on-site spill.

- 3.3.6 Solid materials, including building materials.
- 3.3.7 Any other non-stormwater discharge not specifically allowed by Part 3.2 of the CGP.

3.4 Can I discharge water from [groundwater dewatering operations](#) under this permit?

- 3.4.1 The CGP authorizes the discharge of [uncontaminated](#) ground water.
- 3.4.2 If your project site is uncontaminated, in accordance with Part 3.4.3 below, you are authorized under the CGP to discharge uncontaminated groundwater resulting from construction-related dewatering operations. To obtain this authorization, you must complete Part VI of the NOI. The operator is responsible for ensuring the groundwater is uncontaminated.
- 3.4.3 An uncontaminated site must meet the following conditions:

The property is either (a) not identified as a [contaminated site](#) and there is no identified contaminated site within 500 feet, or (b) it is identified as a contaminated site, but DEP documentation confirms that the contamination has been remediated or the pollutants of concern from the contaminated site are not present in groundwater at the project site at concentrations equal to or greater than the surface water criteria in Rule 62-302.530, F.A.C.
- 3.4.4 Documentation that the project site is uncontaminated must be kept at the project site with the SWPPP.
- 3.4.5 Appropriate dewatering [BMPs](#) shall be implemented to ensure that discharges from dewatering operations do not cause or contribute to violations of water quality standards. (See [Part 5.8](#).) The BMPs must be included in the Dewatering Section of the SWPPP.
- 3.4.6 Discharges from dewatering operations must:
 - a) Not include visible floating solids or foam;
 - b) When feasible, discharge onto vegetated upland areas of the site where the water can infiltrate. As an alternative, the water can be discharged into the permitted stormwater system serving the project site.

Note: Backwash water should be managed such that it is not discharged directly to waters of the State. Backwash water may be hauled away for proper disposal or returned to the beginning of the treatment process.

3.5 What if I suspect the discharge from dewatering operations are from a contaminated site?

- 3.5.1 If a discharge from dewatering operations causes or contributes to a water quality violation, the permittee shall contact the Department. This permit only authorizes the discharge of uncontaminated groundwater. A site that does not meet the conditions of 3.4.3 may qualify for coverage under Rule 62-621.300(1), F.A.C., or under an individual wastewater permit on the appropriate form listed in Rule 62-620.910, F.A.C.
- 3.5.2 Coverage under this permit may be suspended, revoked and reissued, or terminated in accordance with Rule 62-620.345, F.A.C., if the Department determines that there has been a violation of any of the terms or conditions of the permit, there has been a violation of state water quality standards or the permittee has submitted false, incomplete or inaccurate data or information.

PART 4: STORMWATER POLLUTION PREVENTION PLAN (SWPPP)	
	<i>How do I develop my stormwater pollution prevention plan?</i>

4.1 What is the purpose of the [SWPPP](#)?

The purpose of the SWPPP is to document how you will comply with the requirements of this permit.

4.2 How do I develop my (SWPPP)?

You must prepare a SWPPP following standard industry practices. You can find training, samples, guidance, templates, and links to other resources to help you develop your SWPPP on our web page:

<http://www.dep.state.fl.us/water/stormwater/npdes/construction3.htm>.

4.3 When must I start following my SWPPP?

You must develop your SWPPP before you submit your NOI. You must start following your SWPPP when you receive coverage under this permit. If your SWPPP requires perimeter controls, they must be installed before the commencement of your construction activities.

4.4 Where do I keep my SWPPP and other records and how long do I have to retain them?

4.4.1 Keep all of these records at the construction site, or at an appropriate alternative location as specified in the NOI.

4.4.2 You must maintain a site log notebook or computer file folder that contains copies of the NOI, the acknowledgement letter granting coverage, your SWPPP, all your inspections reports, records, and all notifications from the Department concerning your site.

4.4.3 Keep all of these records for three years from the date that the site has reached final stabilization and the Notice of Termination (NOT) is submitted.

4.5 How often must I update my SWPPP?

You must keep your SWPPP current. You must sign and date any changes to the SWPPP and keep them as attachments to the original plan. Whenever any of the following events occur, you have seven calendar days to update your SWPPP:

- 4.5.1 There is a change in design, construction, operation, or maintenance that has a significant effect on the discharge from your project.
- 4.5.2 There is a new discharge point or outfall.
- 4.5.3 There is a change in the location of a discharge point or outfall.
- 4.5.4 An inspection (see [Part 6](#)) reveals that BMPs are ineffective at eliminating or minimizing pollutants in the stormwater discharged from the site.
- 4.5.5 There is a new [operator](#), contractor, or subcontractor implementing any portion of the SWPPP. If a new operator is taking over a portion of the project site, you must update your SWPPP to note the area that is no longer covered by your CGP and inform the new operator in writing that you are no longer covering construction activities in that area. This documentation must be kept as part of your SWPPP. (See [Part 1.4](#)).
- 4.5.6 A release containing a hazardous substance in an amount equal to or greater than a reportable quantity occurs during a 24-hour period. (See [Part 9.2](#) for important information about releases of hazardous substances in excess of reportable quantities.)

4.6 Who needs to sign the SWPPP?

All contractors and subcontractors identified in the SWPPP must sign a copy of the following certification statement before conducting any construction activities at the site. The certifications must have the name and title of the person signing the certification; the name, address, and telephone number of the contracting firm; and the signature date.

"I certify under penalty of law that I understand, and shall comply with, the terms and conditions of the State of Florida Generic Permit for Stormwater Discharge from Large and Small Construction Activities and this Stormwater Pollution Prevention Plan."

4.7 What needs to be in the SWPPP?

Table 4.7-1 lists the items that must be included in your plan. The SWPPP must clearly identify the contractor(s) or subcontractor(s) that will implement each item.

Table 4.7.1 Contents of the SWPPP

Stormwater Team	Identify the personnel (by name or position) that are part of the stormwater team responsible for implementing the SWPPP, including the qualified inspector . List their individual responsibilities in developing or implementing the SWPPP.
Contractors /Subcontractors	List all the contractors or subcontractors who will be conducting construction activities at the site, and identify the areas of the site in which they will be working. All listed contractors and subcontractors must sign the certification.
Site/Construction Activities Description	<ul style="list-style-type: none"> • Describe the nature of the construction activity. • Describe the intended sequence and time table of major activities that will disturb soils. • Include the scheduled starting and ending date for each major activity such as land clearing, grubbing, grading, cut and fill, dewatering operations, installation of erosion and sediment controls, installation of stormwater management systems, paving, final or temporary stabilization of exposed soil, and removal of construction equipment and vehicles. • Estimate the total area of the site and the total area that is expected to be disturbed by excavation, grading, or other construction activity.

	<ul style="list-style-type: none"> • Include existing data on soil types and the quality of any existing discharge from the site. • For each proposed discharge point provide the following: <ul style="list-style-type: none"> ➢ Latitude and Longitude ➢ Drainage Area ➢ Surface Waters or MS4 • Estimate the amount of land that will be cleared during the construction activity for each drainage area.
Site Map	<p>Include a site map showing all of the following:</p> <ul style="list-style-type: none"> • Boundaries of the property. • Entrance/Exit Points • Locations where construction activities will occur. • Locations where dewatering operation will occur. • Drainage patterns and approximate slopes and elevations anticipated after major grading activities. • Areas of soil disturbance. • Areas which will not be disturbed. • Location of major structural and nonstructural controls. • Location of areas where stabilization practices are expected to occur. • Location of surface waters and wetlands. • Location where stormwater is proposed to be discharged during construction to a surface water or MS4.
Non-stormwater Discharges	List all non-stormwater discharges covered under this permit and the pollution prevention procedures that will be implemented. (See Part 3.3)
Dewatering Controls (Applicable)	Include a description of the BMPs that will be used to ensure that discharges of noncontaminated ground water from dewatering operations do not cause or contribute to violations of state water quality standards.
BMPs	Describe the BMPs that will be implemented for each major activity and the timing during the construction process that they will be implemented. (See Part 5)
Permanent stormwater management controls	Describe the stormwater management controls or BMPs (e.g., stormwater detention or retention systems, vegetated swales, or velocity dissipation devices at discharge points) that will be installed during the construction process to control pollutants in stormwater discharges. (See Part 5.7)
Inspections	Must be at least once every seven calendar days and within 24-hours of the end of a storm event that is 0.50 inches or greater (even if it rains on the weekend or a holiday) (See Part 6)
Maintenance	Describe the maintenance activities and schedules that will be followed to keep BMPs in good and effective operating condition.
Signed Certifications	Include all the signed contractors and subcontractors certifications in the SWPPP.

PART 5: BEST MANAGEMENT PRACTICES (BMPs)	
	<i>What BMPs apply to my project?</i>

5.1 What **BMPs** am I required to use on my project?

Construction activities must not cause or contribute to a water quality violation or offsite sedimentation. You are encouraged to phase your construction activities to avoid potential water quality violations. BMPs must be installed before the commencement of your construction activities.

All BMPs must be consistent with the guidelines contained in the State of Florida Erosion and Sediment Control Designer and Reviewer Manual, FDOT and FDEP (2013)

<http://www.stormwater.ucf.edu/publications/2013RevisedDesignerManual.pdf>, or from <http://www.flrules.org/Gateway/reference.asp?No=Ref-04227>.

You are required to comply with the following:

- 5.1.1 You must implement pollution prevention control BMPs described in Part 5.2.
- 5.1.2 You must implement erosion and sediment control BMPs as described in Part 5.3.
- 5.1.3 You must stabilize soils in accordance with Part 5.4.
- 5.1.4 You must implement structural controls as described in Part 5.5.
- 5.1.5 You must implement dewatering BMPs as described in Part 5.8.
- 5.1.6 If you disturb more than 10 acres at any one time, you must comply with the requirements of Part 5.6 relating to sediment basins.
- 5.1.7 All BMPs must be maintained until [Final Stabilization](#) has been achieved for the portions of the site served by the BMPs. BMPs include pollution prevention controls, erosion and sediment controls, stabilization practices, and structural controls. All BMPs must be described in your SWPPP.
- 5.1.8 Dewatering BMPs must be maintained throughout the duration of dewatering operations.
- 5.1.9 Temporary perimeter controls must be removed after final stabilization.

5.2 What pollution prevention control BMPs must be implemented?

You must, at a minimum, install, implement, and maintain pollution prevention control BMPs that accomplish all of the following:

- 5.2.1 Minimize the discharge of pollutants from equipment and vehicle washing, wheel wash water, and other wash waters that are covered under this permit so as to not cause a violation of water quality standards or offsite sedimentation.

- 5.2.2 Minimize the exposure of building materials, building products, construction wastes, trash, landscape materials, fertilizers, pesticides, herbicides, detergents, sanitary waste, toxic substances, and other materials present on the site to rain and to stormwater that may run onto or across your site so as to not cause or contribute to a violation of water quality standards.
- 5.2.3 Minimize the discharge of pollutants from spills and leaks. Your SWPPP must include and you must implement chemical spill and leak prevention and response procedures.

5.3 What erosion and sediment control BMPs apply?

You must, at a minimum, install, implement, and maintain appropriate erosion and sediment controls that accomplish all of the following so as to not cause or contribute to a violation of water quality standards and minimize offsite sedimentation:

- 5.3.1 Control stormwater volume and velocity within the site to minimize soil erosion and offsite sedimentation.
- 5.3.2 Control stormwater peak discharge rates and volume to minimize erosion at discharge outfalls and to minimize downstream channel and stream bank erosion.
- 5.3.3 Minimize the amount of soil exposed during the construction activity.
- 5.3.4 Minimize the disturbance of steep slopes.
- 5.3.5 Minimize sediment discharges from the site.
- 5.3.6 Minimize off-site vehicle tracking of sediments onto paved surfaces and the generation of dust so as to prevent the potential for water quality violations and offsite sedimentation. If sediment escapes the construction site, remove off-site accumulations of sediment at a frequency sufficient to minimize off-site impacts.
- 5.3.7 In selecting your sediment and erosion controls, you must consider factors such as the amount, frequency, intensity, and duration of precipitation; the characteristics of the resulting stormwater; and the site's soil characteristics, including the range of soil particle sizes expected to be present on the site.

5.4 Do I have to use Stabilization Measures?

You must initiate stabilization measures within 7 calendar days after construction activities have temporarily or permanently ceased for any portion of the site.

Stabilization measures include:

- Temporary seeding.
- Permanent seeding.
- Mulching.
- Geotextiles.
- Sod stabilization.
- Vegetative buffer strips.
- Protection of trees.
- Preservation of mature vegetation.
- Other appropriate measures.

- 5.4.1 You must include in your SWPPP, and update when necessary, the dates when major grading activities occur, when construction activities temporarily or permanently cease on a portion of the site, and when stabilization measures are initiated.
- 5.4.2 You must achieve Final Stabilization prior to filing a Notice of Termination in accordance with [Part 7.1](#) or the expiration of coverage under this, or a subsequent, generic permit.

5.5 Do I have to use Structural Practices?

You must use controls to accomplish the following:

- 5.5.1 As necessary to prevent violations of water quality or offsite sedimentation, you must divert flows from exposed soils, store flows, retain sediment on site, or otherwise limit runoff and the discharge of pollutants from exposed areas of the site.
- 5.5.2 Structural practices to prevent violations of water quality or offsite sedimentation, which may include the following: silt fences, earth dikes, diversions, swales, sediment traps, check dams, subsurface drains, pipe slope drains, level spreaders, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions, coagulating agents, and temporary or permanent sediment basins.
- 5.5.3 Silt fences or equivalent structural controls are required for all side slope and down slope boundaries of the construction area.
- 5.5.4 Structural best management practices must be placed on upland soils unless a State of Florida [environmental resource permit](#) issued pursuant to Chapter 373, [F.S.](#), or applicable regulations of the DEP or WMD otherwise authorize.

5.6 What requirements apply to sediment basins?

If you have 10 or more disturbed acres on your site, the following design requirements shall be met:

- For drainage basins with 10 or more disturbed acres at one time, a temporary (or permanent) sediment or wet detention basin providing 3,600 cubic feet of storage per acre drained must be provided until final stabilization of the site. The 3,600 cubic feet of storage area per acre drained does not apply to flows from off-site areas and flows from on-site areas that are either undisturbed or have undergone final stabilization where such flows are diverted around both the disturbed area and the sediment basin.
 - For drainage basins with 10 or more disturbed acres at one time and where a temporary sediment basin providing 3,600 cubic feet of storage per acre drained is not attainable, a combination of smaller sediment basins, sediment traps, wet detention systems, or other best management practices must be used.
- 5.6.1 For drainage basins of less than 10 disturbed acres, sediment basins and sediment traps are recommended but not required.
 - 5.6.2 Areas that will be used for permanent stormwater infiltration treatment (e.g., stormwater retention basins) should not be used for temporary sediment basins unless appropriate measures are taken to assure removal of accumulated fine sediments, to avoid excessive compaction of soils by construction machinery or equipment, and to assure that the design infiltration capacity is met.

5.7 What requirements apply to permanent stormwater management controls?

Your SWPPP must include a description of stormwater management controls or BMPs (e.g., stormwater detention or retention systems, vegetated swales, or velocity dissipation devices at discharge points) that will be installed during the construction process to control pollutants in stormwater discharges that will occur during construction and after construction operations have been completed.

Under this CGP, you are only responsible for the installation and maintenance of stormwater management controls until the construction activities have been completed and the site has undergone final stabilization. However, all stormwater management systems and BMPs must be operated and maintained in perpetuity after final stabilization in accordance with requirements set forth in the State of Florida [environmental resource permit](#) issued under Part IV, Chapter 373, F.S.

5.8 What Dewatering BMPs can I use?

The operator shall develop and implement site specific control measures or BMPs to minimize or eliminate pollutant discharges resulting from dewatering operations to surface waters of the state. Appropriate BMPs shall have been developed and implemented upon commencement of the discharge. The most common BMPs for treating dewatering discharges include sediment traps and basins, weir and dewatering tanks, filters, and chemical treatment. These technologies and approaches provide a number of options to achieve sediment removal. The sizes of the particle that make up the sediments are a key consideration in selecting sediment control options.

PART 6:INSPECTIONS	
	<i>How should I inspect my project?</i>

6.1 When must I inspect my site? By whom?

Your site must be inspected at least once every seven calendar days and within 24 hours of the end of a [storm event](#) that is 0.50 inches or greater (even if it rains on the weekend or a holiday). Your site must be inspected by a [qualified inspector](#) that you must provide.

6.2 What must your inspection cover?

Your qualified inspector must:

- 6.2.1 Inspect all stormwater discharges from the site to ensure BMPs are not causing or contributing to violations of water quality standards or resulting in offsite sedimentation. <http://www.dep.state.fl.us/water/wqssp/classes.htm>
- 6.2.2 Inspect the BMPs identified in the SWPPP to ensure that they are installed, maintained, and operating correctly and effectively.
- 6.2.3 Inspect all areas used for storage of materials that are exposed to rainfall and runoff to ensure all BMPs are being used and maintained properly.
- 6.2.4 Inspect all locations where vehicles enter or exit the site for evidence of offsite sediment tracking and inform operator of all actions needing to be taken to remove sediments on the road and prevent it in the future.
- 6.2.5 Inspect all distributed areas and discharge points for signs of visible erosion and sedimentation.

6.3 What information must be included in the inspection report?

The report must contain all of the following:

- 6.3.1 Scope of the inspection.
- 6.3.2 Name(s) and qualifications of personnel making the inspection.
- 6.3.3 Date(s) of the inspection.
- 6.3.4 Rainfall data.
- 6.3.5 Major observations relating to the implementation of the SWPPP.
- 6.3.6 Corrective actions taken since last inspection in accordance with Part 6.4.
- 6.3.7 Any incidents of non-compliance. (Where an inspection does not identify any incidents of non-compliance, the report must certify that the facility is in compliance with the SWPPP and the CGP.)
- 6.3.8 Signature of the qualified inspector that prepared the report. (See [Part 9.1](#), below.)
- 6.3.9 Signature of a [responsible authority](#). (See [Part 9.1](#), below.)

6.4 If the inspection identifies needed corrective actions, when must they be accomplished?

Based on the results of the inspection, all corrective actions needed to assure proper

operation of all controls identified in your SWPPP or to ensure that the requirements of the permit are met must be done in a timely manner, but in no case later than 7 calendar days following the inspection or identification of the issue. If needed, you must revise your SWPPP and modify your controls in a timely manner, but in no case later than 7 calendar days following the inspection or identification of the issue. (See [Part 4.4](#))

6.5 Can I temporarily suspend the weekly/0.5 inch inspections?

6.5.1 Once you have achieved final stabilization, you may suspend inspections.

6.5.2 You may reduce the frequency of inspections to once per month on your site if you:

6.5.2.1 Have achieved temporary stabilization that is successful at stabilizing the site for the duration of your suspended construction activities; and

6.5.2.2 Have your SWPPP updated as to why you are suspending construction activities at your site and have met the conditions of 6.5.1. The SWPPP must include:

- a. The status and type of stabilization implemented,
- b. The date the activities were suspended, and
- c. The anticipated date activities will resume.

6.5.3 If construction activity resumes in this portion of the site at a later date, the inspection frequency immediately returns to the frequency required by this permit under Part 6.1. You are at all times responsible for ensuring that your temporary stabilization methods are in compliance with permit conditions.

6.5.4 If at any time after you suspend construction activities you determine the site will not resume activities during the term of your permit coverage, you must achieve Final Stabilization and file a Notice of Termination. During that intermediate period of time all terms of this permit will apply.

PART 7: COMPLETION = NOTICE OF TERMINATION (NOT)	
	<i>What should I do when my project is complete?</i>

7.1 What must I do when my project is complete or I no longer need the permit coverage?

Within 14 calendar days after your site has achieved [final stabilization](#) and all discharges authorized by this permit are eliminated or are authorized under a separate NPDES permit, you must submit a completed Notice of Termination ([NOT](#)) form.

7.1.1 All dewatering discharges authorized by this permit have ceased.

7.1.2 All construction activity discharges authorized by this permit have ceased.

Elimination of [stormwater discharges associated with construction activity](#) means that all disturbed soils at the site have been final stabilized, that temporary erosion and sediment control measures have been removed or will be removed at an appropriate time, and that all stormwater discharges associated with construction activity from the site that are authorized by the CGP have been eliminated.

7.2 Can I transfer the CGP following a sale or transfer of project operation?

Coverage under the CGP is not transferable. The new owner/operator will need to complete a SWPPP and submit a new NOI and processing fee. You need to end the current permit coverage by submitting a [Notice of Termination \(NOT\)](#) within 14 calendar days of relinquishing control of the project to a new owner/operator. It is the responsibility of the new owner/operator to obtain coverage before the NOT is submitted.

7.3 How do I submit my NOT?

7.3.1 You can submit the form electronically: To file your NOT online go to:
<http://www.fldepportal.com/go/>

7.3.2 Alternatively you can submit a NOT by email to the [Notices Center](#): To download the NOT go to:
http://www.dep.state.fl.us/water/stormwater/npdes/permits_forms.htm

For additional assistance please contact the Notice Center at: (866) 336-6312 (toll-free).

7.4 Who can sign the NOT?

The [responsible authority](#) must sign the NOI unless the responsible authority designates a [duly authorized representative](#) who may sign on the responsible authority's behalf.

7.5 What happens after I submit my NOT?

The Department will send you an acknowledgment letter by email. If your project discharged stormwater to a permitted MS4, you must send a copy of the NOT or the acknowledgement letter within 7 calendar days of receipt to the operator of the MS4.

PART 8: DEFINITIONS AND ACRONYMS	
	<i>What definitions and acronyms do I need to know?</i>

DEFINITIONS

8.1 "Best Management Practices" or "BMPs"

Schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of surface waters. BMPs also include treatment requirements, operating procedures, and practices to control site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage. BMPs also include sediment and erosion controls, stabilization measures, and pollution prevention controls as described in: State of Florida Erosion and Sediment Control Designer and Reviewer Manual, FDOT and FDEP (2013) <http://www.stormwater.ucf.edu/publications/2013RevisedDesignerManual.pdf>, or from <http://www.flrules.org/Gateway/reference.asp?No=Ref-04227>.

8.2 "Construction Activity"

The act or process of developing or improving land, including demolition and renovation activity, which involves the disturbance of soils not limited to, clearing, grading, and excavation.

8.3 "Contaminated Site"

Any site that contains or did contain pollutants of concern in the groundwater that exceed the surface water criteria in 62-302.530, F.A.C.

8.4 "Commencement of Construction"

Means the initial disturbance of soil associated with clearing, grading, or excavating activities or other construction activities.

8.5 "Common Plan of Development or Sale"

A single plan of development or sale for a site where one or more separate and distinct construction activities are occurring on one or more schedules by one or more contractors. This may include:

- Phased projects and projects with multiple lots, even if the separate phases or lots will be constructed under separate contract or by separate owners (e.g., a development where lots are sold to separate builders).
- A development plan that may be phased over multiple years, but is still under a consistent plan for long-term development.
- Projects in a contiguous area that may be unrelated but still under the same contract, such as construction of a building extension and a new parking lot at the same facility.
- Linear projects such as roads, pipelines, or utilities.

8.6 "Department" or "DEP"

The Florida Department of Environmental Protection.

8.7 "Dewatering activities"

For the purposes of this generic permit means temporarily lowering the ground water level, whether confined or unconfined, by mechanical pumping to allow for construction and excavation activities at the construction site covered by this generic permit.

8.8 "Discharge Point" or Outfall"

For the purposes of this permit, the location where collected and/or concentrated stormwater flows are discharged from the construction site.

8.9 "Duly Authorized Representative"

A duly authorized representative is a person who has been designated by the responsible authority to sign documents relating to this permit on the responsible authority's behalf. A responsible authority may authorize a duly authorized representative by submitting to the [Notices Center](#), by email or in writing an authorization that names either an individual or a position having overall responsibility for the operation of the your project, such as the project engineer, project superintendent, a position of equivalent responsibility, or an individual or position having overall responsibility for implementing the CGP at the site.

If an authorization is no longer valid because a different individual or position has overall responsibility for the operation of your project, a new authorization satisfying the above requirements must be submitted to the Notices Center prior to or together with any reports, information, or applications to be signed by an authorized representative.

8.10 "Environmental Resource Permit" or "ERP"

The permit issued under Part IV, Chapter 373, F.S., by the Department, a [WMD](#), or delegated local program that ensures that the stormwater flood control, stormwater treatment, and wetland protection requirements are met.

8.11 "Final Stabilization"

All soil disturbing activities at the site have been completed, and that a uniform (e.g., evenly distributed, without large bare areas) perennial vegetative cover with a density of at least 70% for all unpaved areas and areas not covered by permanent structures has been established or equivalent permanent stabilization measures (e.g., geotextiles) have been employed.

8.12 "Groundwater"

Means water beneath the surface of the ground within a zone of saturation, whether or not flowing through known and definite channels.

8.13 "Large Construction Activity"

Construction activity that results in the disturbance of five or more acres of total land area. Large construction activity also includes the disturbance of less than five acres of total land area that is part of a larger common plan of development or sale that will cumulatively disturb five acres or more.

8.14 "Municipal Separate Storm Sewer System" or "MS4"

An MS4 as defined in Chapter 62-624.200, F.A.C. (for more information)
<http://www.dep.state.fl.us/legal/Rules/shared/62-624.pdf>

8.15 "Nonstructural Controls"

Practices that are specifically intended to reduce the amount of pollution getting into stormwater or surface waters. Nonstructural controls are generally implemented to address the problem at the source. They do not require any structural changes to the facility. Examples of nonstructural control practices include pollution prevention BMPs, good housekeeping practices, and preventative maintenance programs.

8.16 "Notice of Intent" or "NOI"

Notice of Intent to be covered by this permit.

8.17 "Notice of Termination" or "NOT"

Notice of Termination to cease coverage under this permit.

8.18 "NPDES"

The Department's federally-approved National Pollutant Discharge Elimination System program authorized by Section 403.0885, F.S.

8.19 "NPDES Notices Center"

The place to which you submit your NOI, NOT, or other information related to the process of obtaining, implementing, or terminating coverage under the NPDES Program. The email address is: NPDES-stormwater@dep.state.fl.us

The mailing address is: NPDES Stormwater Notices Center, MS #3585
Florida Department of Environmental Protection
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

The phone number is: (866) 336-6312 (toll-free)

8.20 "Operator"

The person, firm, contractor, public organization, or other legal entity that owns or operates the construction activity and that has authority to control those activities at the project necessary to ensure compliance with the terms and conditions of this permit.

8.21 "Qualified Inspector"

A person that:

1. Has successfully completed the DEP Stormwater, Erosion, and Sedimentation Control Inspector Training Program and received a certificate of completion.
2. Has successfully completed an equivalent formal training program;
3. Is qualified by other training or practical experience in the field of stormwater pollution prevention and erosion and sedimentation control.

8.22 "Responsible Authority"

Per Rule 62-620.305, F.A.C., a responsible authority means:

1. For a corporation, a responsible corporate officer as described in Rule 62-620.305, F.A.C.
2. For a partnership or sole proprietorship, a general partner or the proprietor, respectively.
3. For a municipality, state, federal or other public facility, a principal executive officer or elected official.

8.23 "Small Construction Activity"

Construction activity resulting in the disturbance of equal to or greater than one acre and less than five acres of total land area. Small construction activity also includes the disturbance of less than one acre of total land area that is part of a larger common plan of development or sale that will cumulatively disturb equal to or greater than one acre and less than five acres.

8.24 "Stabilization"

The use of vegetative and/or non-vegetative cover BMPs to prevent erosion and sediment loss in areas exposed through the construction process.

8.25 "Storm Event"

A rainfall event that results in a measurable amount of rain. A storm event is defined to be a separate event when there is at least four hours of no rain between periods of rainfall.

8.26 "Stormwater"

The flow of water which results from, and which occurs immediately following, a rainfall event.

8.27 "Stormwater discharge associated with construction activity"

The discharge of stormwater from large or small construction activities, including areas where soil disturbing activities, construction materials handling or storage, equipment storage or maintenance are located.

8.28 "Structural Controls"

Curbs, dikes, berms, swales, diversions, retention systems, detention systems or other structures which capture and treat stormwater to reduce pollutants in stormwater discharges.

8.29 "SWPPP"

The Stormwater Pollution Prevention Plan - A site-specific, written document that, among other things: (1) identifies potential sources of stormwater pollution at the construction site; (2) describes stormwater control measures to reduce or eliminate pollutants in stormwater discharges from the construction site; and (3) identifies procedures the operator will implement to comply with the terms and conditions of this general permit.

8.30 "Surface Waters of the State"

Those surface waters, including wetlands that are described in section [403.031](#), F.S.

8.31 "Temporary Stabilization"

A condition where exposed soils or disturbed areas are provided a temporary vegetative and/or non-vegetative protective cover to prevent erosion and sediment loss. Temporary stabilization may include temporary seeding, geotextiles, mulches, and other techniques to reduce or eliminate erosion until either final stabilization can be achieved or until further construction activities take place to re-disturb this area.

8.32 "Uncontaminated"

A discharge that does not cause or contribute to an exceedance of applicable water quality standards.

8.33 "Water Management District" or "WMD"

The Northwest Florida Water Management District, the Suwannee River Water Management District, the St. Johns River Water Management District, the Southwest Florida Water Management District or the South Florida Water Management District.

OTHER ACRONYMS

BMP Best Management Practice

C.F.R. Code of Federal Regulations

CGP Construction Generic Permit

ERP Environmental Resource Permit

F.A.C. Florida Administrative Code

FDEP Florida Department of Environmental Protection

F.S. Florida Statutes

MS4 Municipal separate storm sewer system

NOI Notice of Intent

NOT Notice of Termination

NPDES National Pollutant Discharge Elimination System

SWPPP Stormwater Pollution Prevention Plan

PART 9: STANDARD PERMIT CONDITIONS	
	<i>What are the other terms of this permit?</i>

Any permit noncompliance constitutes a violation of Section 403.161, F. S. and is grounds for enforcement action; for permit coverage termination, or revocation; or for denial of permit coverage renewal.

For unauthorized releases or spills of treated or untreated wastewater reported that are in excess of 1,000 gallons per incident, or where information indicates that public health or the environment will be endangered, the operator must notify the State Warning Point (800-320-0519 or 850-413-9911) as soon as practical but no later than 24 hours from the time the permittee becomes aware of the discharge.

All of the general conditions listed in Rule 62-621.250, F.A.C., are adopted herein by reference.

9.1 What are the signatory requirements for the CGP?

- 9.1.1 All NOI, NOT, SWPPP, reports, certifications, or information either submitted to the Department or the operator of an MS4, or that this permit requires you to maintain, must be signed by the [responsible authority](#) unless you designate a duly authorized representative by submitting to the [Notices Center](#), in writing or by email, an authorization that names either an individual or a position having overall responsibility for the operation of the your project, such as the project engineer, project superintendent, a position of equivalent responsibility, or an individual or position having overall responsibility for implementing the CGP at the site.
- 9.1.2 If an authorization is no longer valid because a different individual or position has overall responsibility for the operation of your project, a new authorization satisfying the above requirements must be submitted to the Notices Center prior to or together with any reports, information, or applications to be signed by an authorized representative.
- 9.1.3 Inspection reports prepared pursuant to [Part 6.4](#) must be signed by the qualified inspector that prepared them as well as by a responsible authority.
- 9.1.4 Any person signing documents under this permit, except contractor or subcontractor certifications under [Part 4.5](#), must make the following certification:
 "I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

9.2 What should I do upon a release of hazardous substances exceeding reporting quantities?

The discharge of hazardous substances or oil in the stormwater discharge(s) from a facility or activity must be prevented or minimized in accordance with the applicable stormwater pollution prevention plan for the facility or activity. This permit does not relieve the operator of the reporting requirements of [40 C.F.R. part 117](#) and [40 C.F.R. part 302](#). Where a release containing a hazardous substance in an amount equal to or in excess of a reporting quantity established under either 40 C.F.R. 117 or 40 C.F.R. 302, occurs during a 24 hour period:

- 9.2.1 The operator must notify the State Warning Point (800-320-0519 or 850-413-9911) as soon as he or she has knowledge of the discharge.
- 9.2.2 The operator must submit, within 14 calendar days of knowledge of the release, a written description of: the release (including the type and estimate of the amount of material released), the date that such release occurred, the circumstances leading to the release, and remedial steps to be taken, to the Florida Department of Environmental Protection, NPDES Stormwater Section, Mail Station 3585, 2600 Blair Stone Road, Tallahassee, Florida 32399-2400 or by email at NPDES-stormwater@dep.state.fl.us
- 9.2.3 The SWPPP required under [Part 4](#) must be modified within seven calendar days of knowledge of the release to: provide a description of the release, the circumstances leading to the release, and the date of the release. In addition, the plan must be reviewed to identify measures to prevent the recurrence of such releases and to respond to such releases, and the plan must be modified where appropriate.

CONSTRUCTION PLANS
FOR
LAKES REGIONAL PARK LITTORAL ZONE PROJECT

CLIENT:
LEE COUNTY DIVISION OF
NATURAL RESOURCES

UTILITY COMPANIES PROVIDING SERVICES:

WATER, SEWER:
LEE COUNTY UTILITIES
7401 College Pkwy.
Fort Myers, Fl. 33907
Phone: 239-939-0247
Fax: 239-939-0549

FIRE & RESCUE:
SOUTH TRAIL FIRE & RESCUE
5531 Halifax Ave.
Fort Myers, Fl. 33912
Phone: 239-433-0080
Fax: 239-433-1941

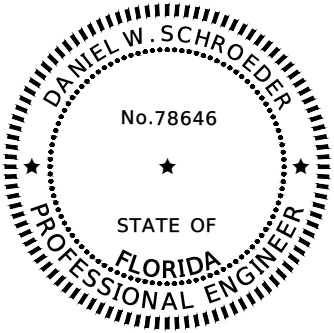
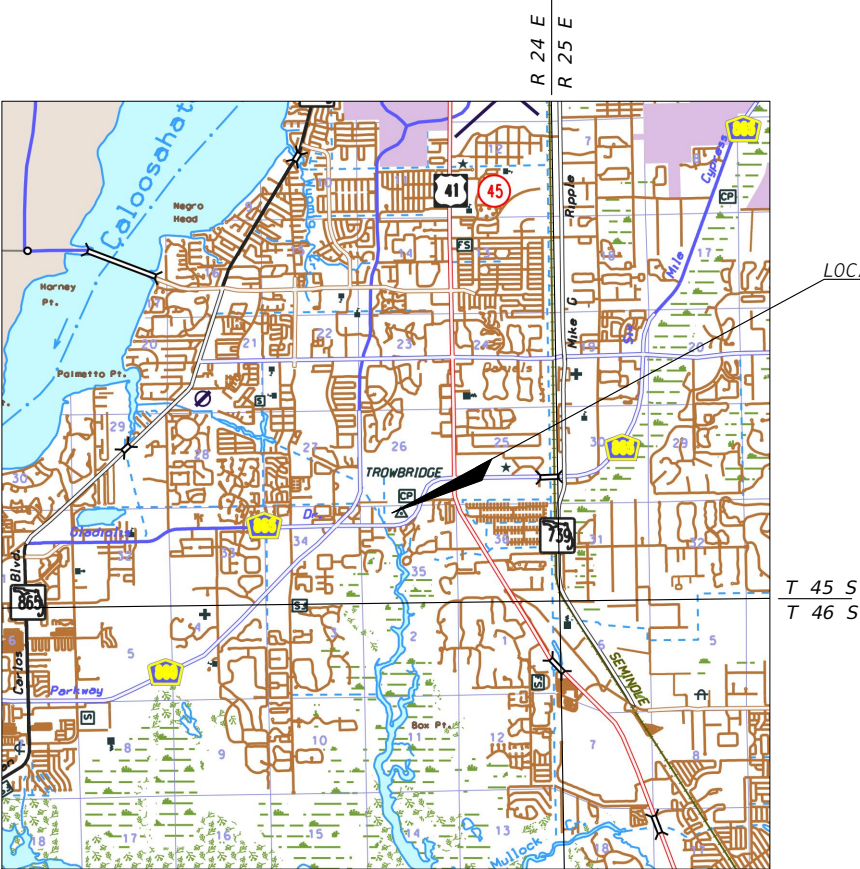
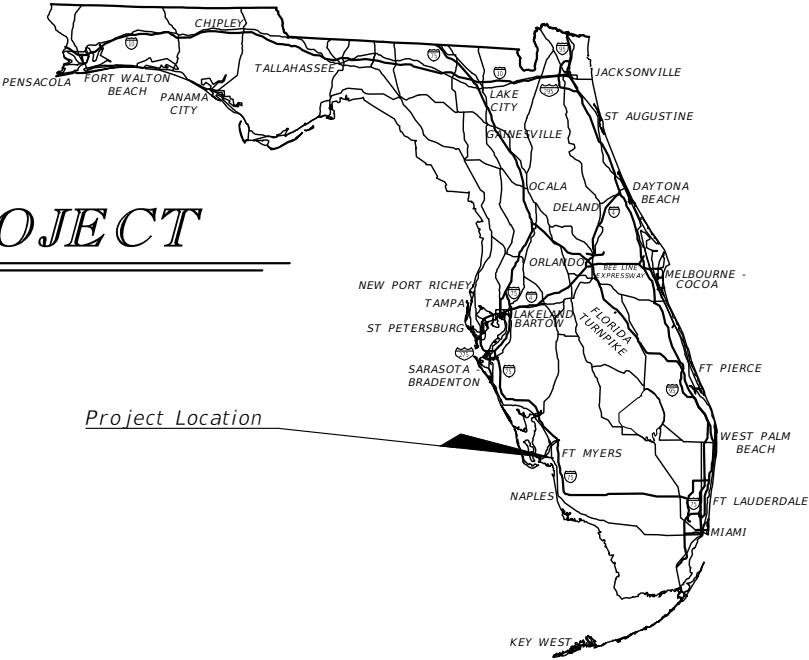
SOLID WASTE:
DIVISION OF SOLID WASTE
Buckingham Rd.
Lehigh Acres, Fl. 33971
Phone: 239-479-8181
Fax: 239-338-3302

ELECTRIC:
FP&L
15834 Winkler Rd.
Fort Myers, Fl. 33908
Phone: 239-415-1302
Fax: 239-415-1351

TELEPHONE:
CENTURY LINK
5100 Daniels Pkwy.
Fort Myers, Fl. 33912
Phone: 239-590-0440

INDEX

SHEET NO.	SHEET DESCRIPTION
C-01	COVER
C-02	AERIAL MAP - LAYOUT
C-03	PLANTING ZONES MAP
C-04	CROSS SECTION KEY MAP
C-05 - C-23	CROSS SECTIONS
C-24	PROJECT NOTES
C-25	VEGETATIVE CONTAINMENT AREA DETAIL
C-26	EROSION CONTROL PLAN
C-27 - C-28	TECHNICAL SPECIFICATIONS



THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED
BY DANIEL W. SCHROEDER, PE USING A DIGITAL SIGNATURE.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED
SIGNED AND SEALED AND THE SIGNATURE MUST BE
VERIFIED ON ANY ELECTRONIC COPY.

THIS IS TO CERTIFY THAT THESE PLANS AND THE
ASSOCIATED CONSTRUCTION PROJECT ARE IN SUBSTANTIAL
COMPLIANCE WITH THE LEE COUNTY LAND DEVELOPMENT
CODE WITH THE EXCEPTION OF THE FOLLOWING DEVIATIONS
WHICH HAVE BEEN APPROVED BY THE ASSISTANT COUNTY
MANAGER.

Deviations: None
Florida P.E.# 78646

Engineer Signature Date

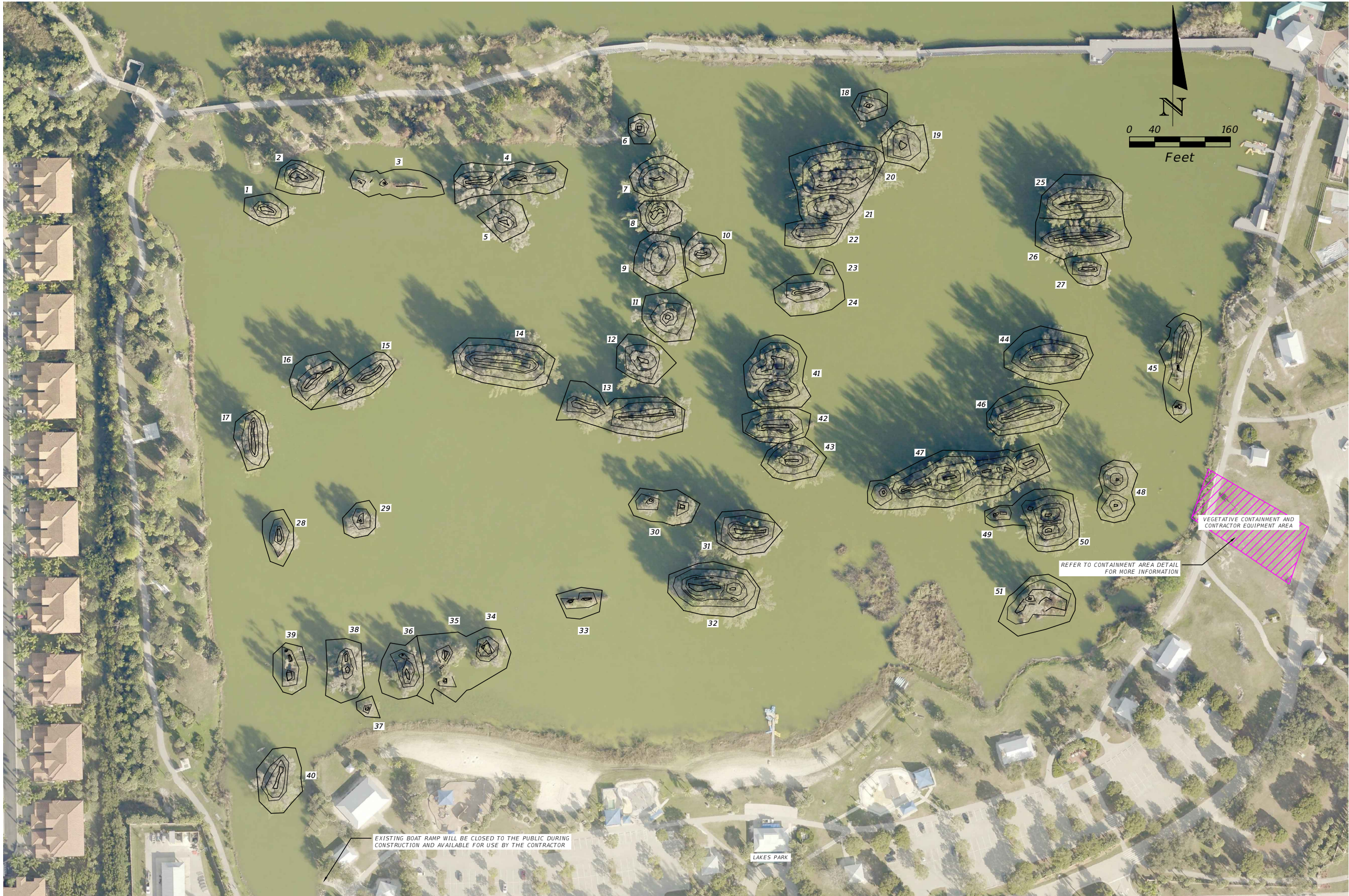
Development Order Approved:
Lee County Administration

Douglas L. Meurer, P.E.
Assistant County Manager Date

FISCAL YEAR	SHEET NO.
17	C-01

LEE COUNTY BOARD OF COUNTY COMMISSIONERS:
John Manning - District 1
Cecil L. Pendergrass - District 2
Larry Kiker - District 3
Brian Hamman - District 4
Frank Mann - District 5

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NOTE: CLEAR AND REMOVE VEGETATION FROM ISLANDS, GRADE DOWN TO DESIGNATED ELEVATIONS BASED ON ZONES. PLACE TOPSOIL AND PLANT WITH SPECIFIED WETLAND SPECIES.

REVISIONS				AIM ENGINEERING & SURVEYING, INC. DANIEL SCHROEDER, P.E.# 78646 2161 FOWLER ST. FORT MYERS, FL. 33901 CERT. OF AUTHORIZATION NO. 3114	LAKES REGIONAL PARK LITTORAL ZONE PROJECT			AERIAL MAP - LAYOUT	SHEET NO. C-02
DATE	DESCRIPTION	DATE	DESCRIPTION		PROJECT NO.	COUNTY	AIM PROJECT NO.		
----	----				208513	LEE	16-0450		

Summary of Quantities

Item	Fdot No.	Description	Units	Qty
1	101-1	Mobilization / Demobilization	1	LS
2	102-1	Maintenance of Traffic	1	LS
3	104	Erosion Control Program	1	LS
4	Surveying	Construction Layout and As-built Survey	1	LS
5	110-1-1	Clearing - Tree /Vegetation Removal & Disposal	1	LS
6	120-1	Earthwork (Grading) & Topsoil Embankment	1	LS
7a	580-1	Landscaping - Zone 1 Littoral Planting	2359	EA
7b	580-2	Landscaping - Zone 2 Littoral Planting	3041	EA
7c	580-3	Landscaping - Zone 3 Littoral Planting	2877	EA
7d	580-4	Landscaping - Zone 1 Trees	119	EA
8	530-3	Rip-Rap Rubble, if required	1000	SF

Littoral Zone Planting List

Planting Zone 1 0' - 0.5' below control elevation			
Island Number	Anticipated Planting Area (SF)	Plants (EA)	Trees (EA)
1	453.2	50	4
2	729.3	81	4
4	1101.1	122	5
17	1007.6	112	5
19	1155	128	5
25	2209.9	246	9
26	1675.3	186	9
27	302.5	34	4
28	427.9	48	4
32	3979.8	442	16
34	477.4	53	4
35	544.5	61	4
36	788.7	88	5
37	51.7	6	1
38	750.2	83	5
39	512.6	57	4
40	1370.6	152	9
48	803	89	5
49	75.9	8	1
50	2818.2	313	16

Zone 1 Tree Selection	
common name	scientific name
bald cypress	taxodium distichum
popash	fraxinus caroliniana
pond apple	annona glabra
red maple	acer rubrum

Zone 1 Herbaceous Selection	
common name	scientific name
maidencane	panicum hemitomon
sand cordgrass	spartina bakeri
solf rush	juncus sp.
spike rush	eleocharis sp.

Planting Zone 2 0.5' - 1' below control elevation		
Island Number	Anticipated Planting Area (SF)	Plants (EA)
5	456.5	51
7	1746.8	194
8	954.8	106
15	1263.9	140
16	1017.5	113
20	4904.9	545
21	1390.4	154
22	1117.6	124
29	242	27
31	1906.3	212
44	3527.7	392
46	2181.3	242
47	6658.3	740

Zone 2 Herbaceous Selection	
common name	scientific name
Blue flag iris	iris hexagona
bulltongue arrowhead	sagittaria lancifolia
fire lag	thalia geniculata
golden canna	canna flaccida
leather fern	acrostichum danae
pickerel weed	pontederia cordata
sawgrass	cladium sp.
soft rush	juncus sp.
spider lily	hymenocallis sp.
swamp lily	crinum americanum

Notes:

Planting Density:

Herbaceous plants shall be planted 3 feet on centers

Trees shall be planted 20 feet on centers

Planting Size:

Herbaceous plants shall be a minimum of 2 inch liners or larger

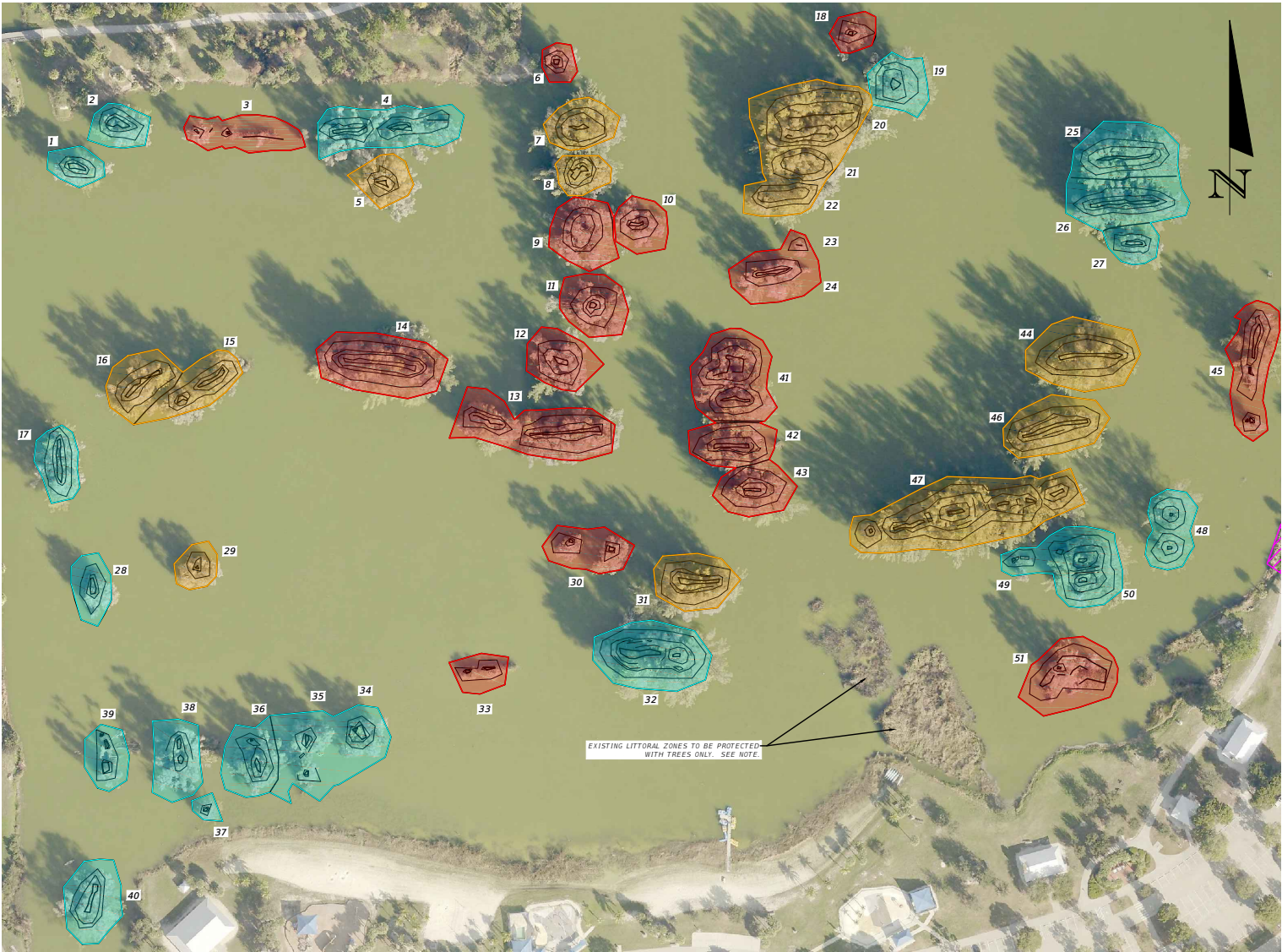
Large trees shall be a minimum of 25 gallon container or larger

Planting Diversity:

Each planting zone shall include a minimum of three of the listed species

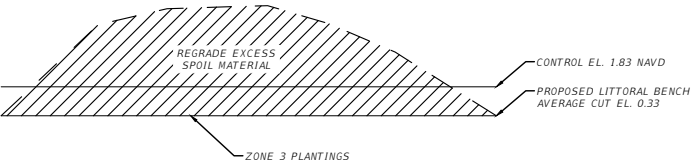
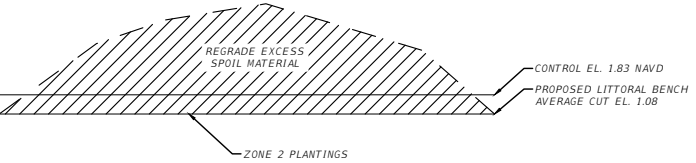
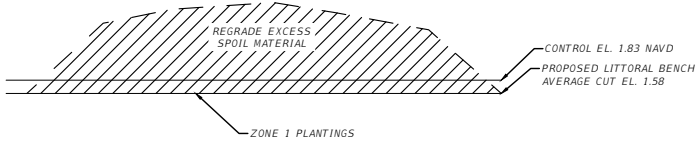
Planting Zone 3 1' - 2' below control elevation		
Island Number	Anticipated Planting Area (SF)	Plants (EA)
3	323.4	36
6	379.5	42
9	1464.1	163
10	651.2	72
11	972.4	108
12	1532.3	170
13	3311	368
14	3879.7	431
18	346.5	39
23	73.7	8
24	854.7	95
30	526.9	59
33	537.9	60
41	4248.2	472
42	1768.8	197
43	1459.7	162
45	1584	176
51	1978.9	220

Zone 3 Herbaceous Selection	
common name	scientific name
fire flag	thalia geniculata
giant bulrush	scirpus californicus
leather fern	acrostichum danae
sawgrass	cladium sp.
spike rush	eleocharis sp.



LEGEND

Cyan	ZONE 1
Yellow	ZONE 2
Red	ZONE 3



LITTORAL ZONE PLANT TYPICAL

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION
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AIM ENGINEERING & SURVEYING, INC.
DANIEL SCHROEDER, P.E.# 78646
2161 FOWLER ST.
FORT MYERS, FL. 33901
CERT. OF AUTHORIZATION NO. 3114

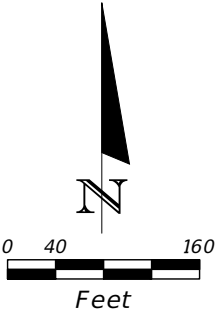
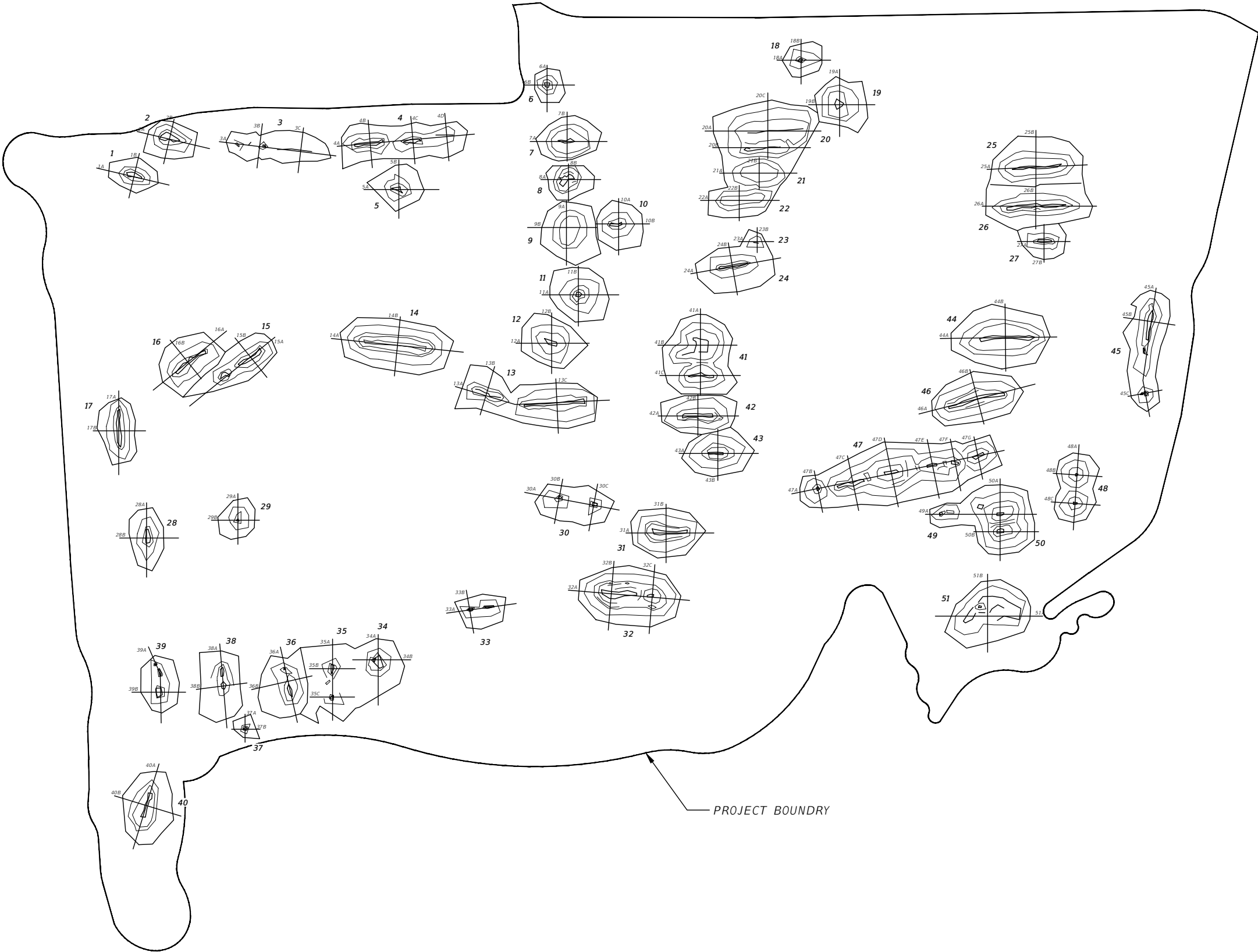
LAKES REGIONAL PARK
LITTORAL ZONE PROJECT

PROJECT NO.	COUNTY	AIM PROJECT NO.
208513	LEE	16-450

PLANTING ZONES MAP

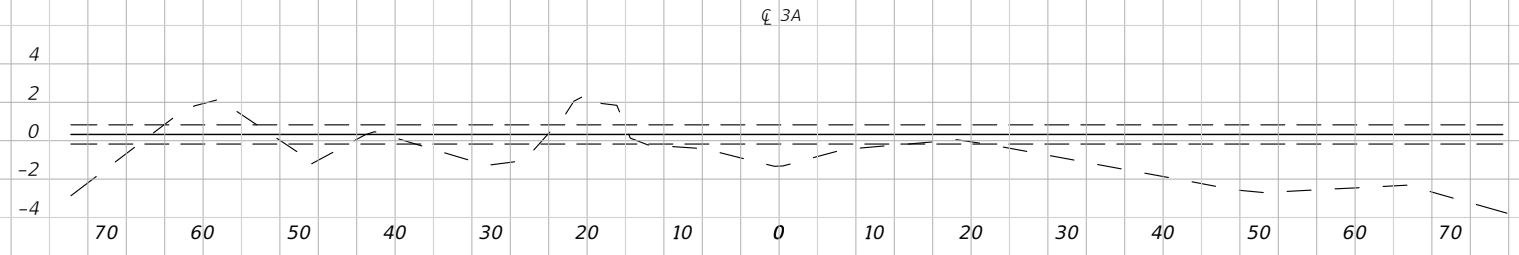
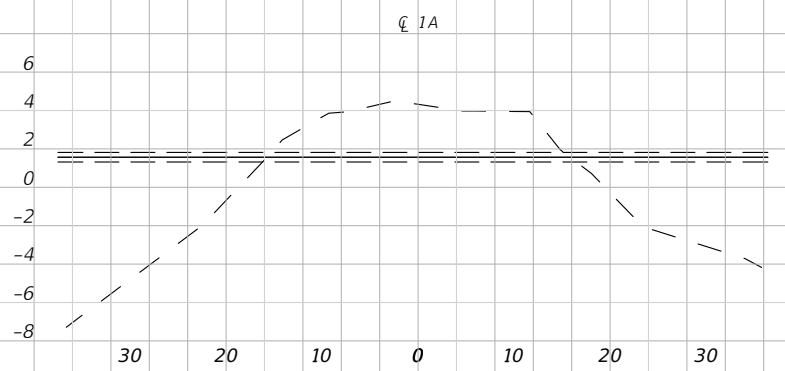
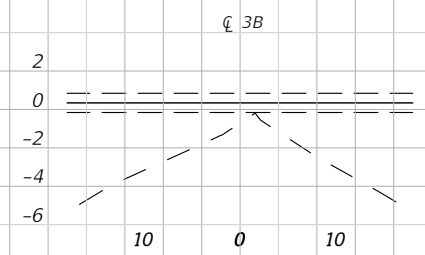
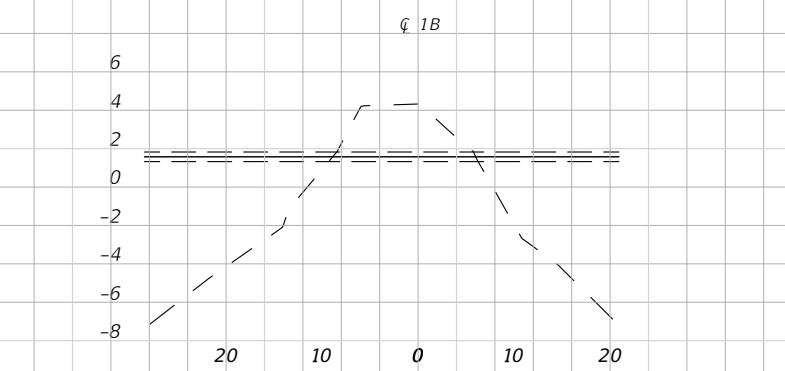
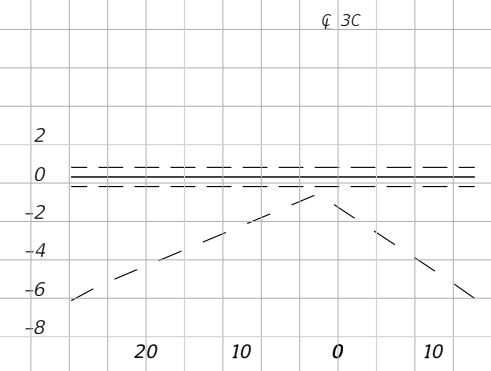
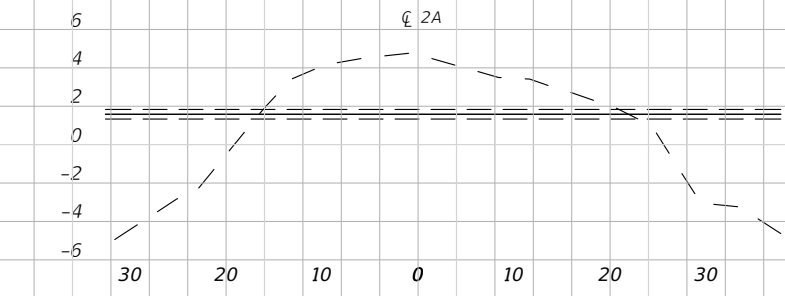
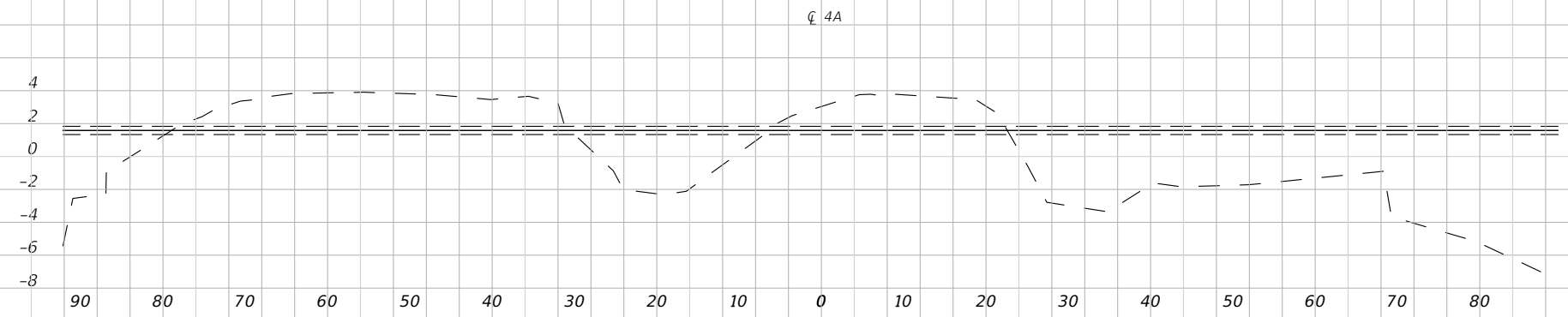
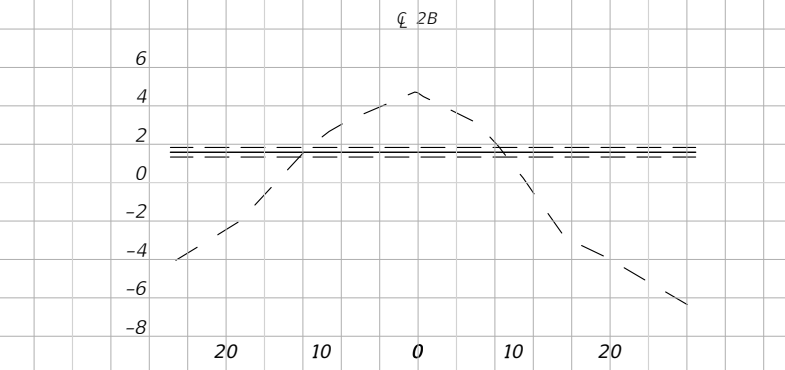
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C-03



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DATE	DESCRIPTION	DATE	DESCRIPTION		PROJECT NO.	COUNTY	AIM PROJECT NO.		
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LEGEND

— Average Cut Elevation

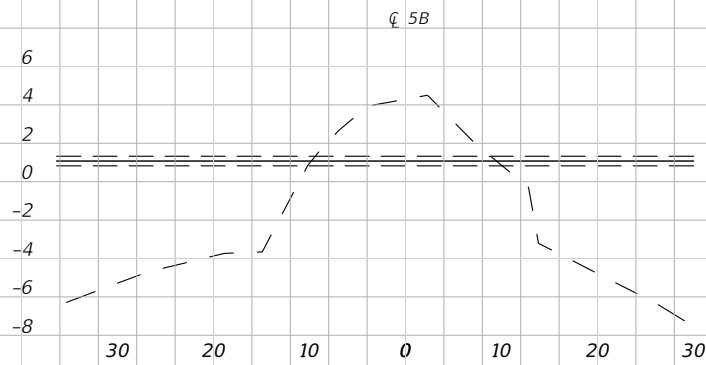
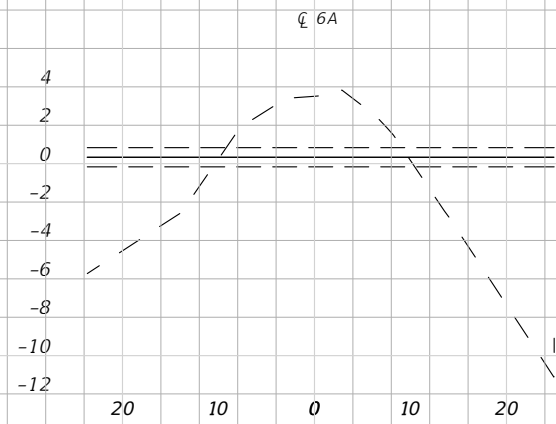
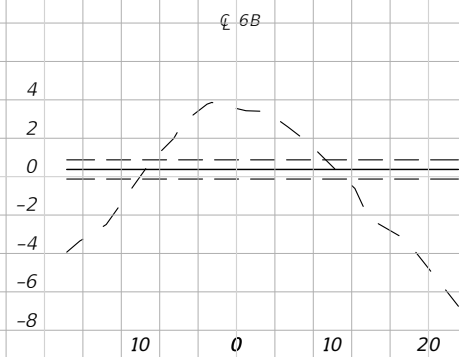
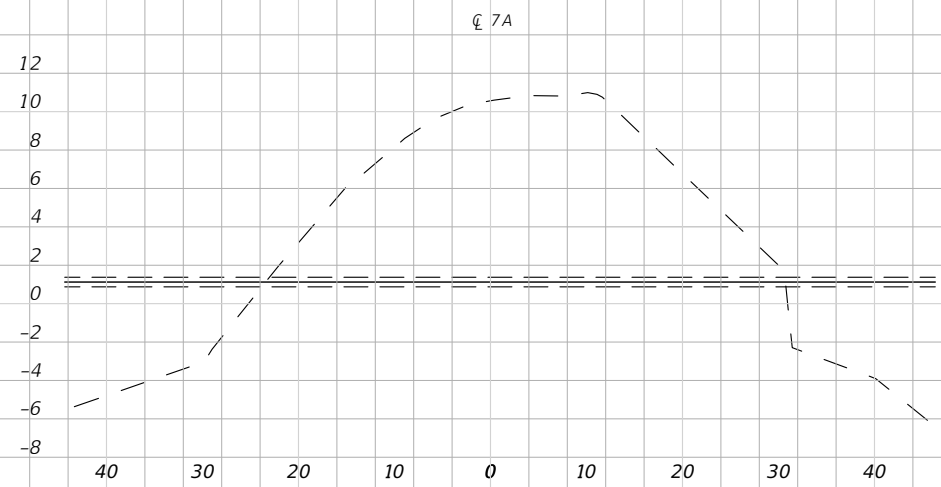
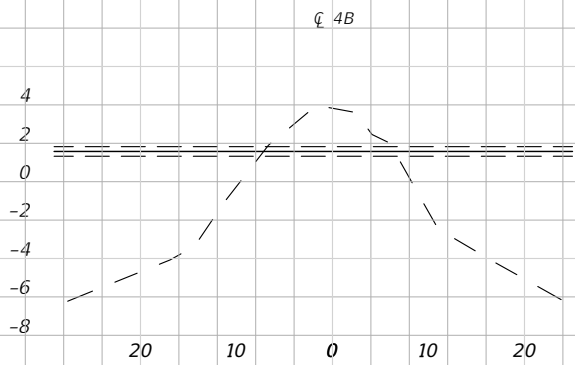
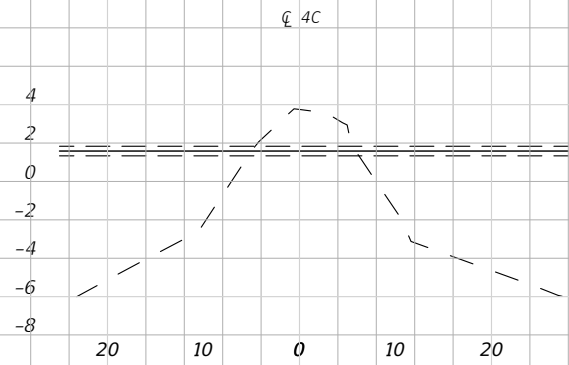
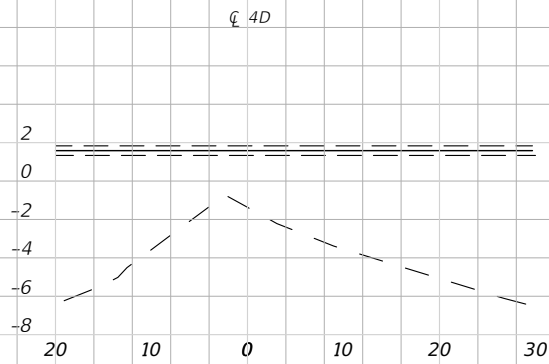
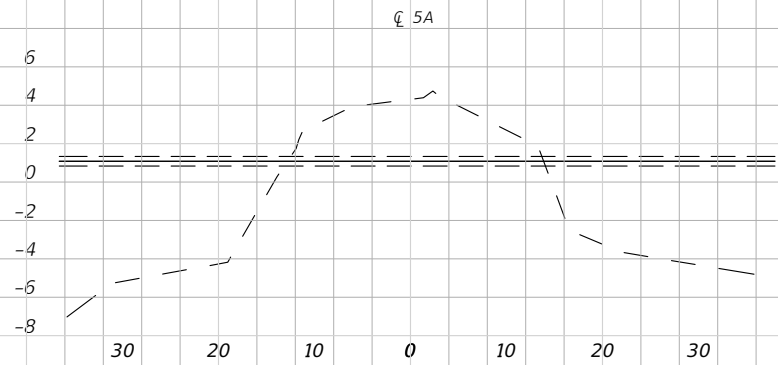
--- Cut Elevation Tolerance

1" = 20' Horizontal

1" = 10' Vertical

REVISIONS				AIM ENGINEERING & SURVEYING, INC. DANIEL SCHROEDER, P.E.# 78646 2161 FOWLER ST. FORT MYERS, FL. 33901 CERT. OF AUTHORIZATION NO. 3114	LAKES REGIONAL PARK LITTORAL ZONE PROJECT			CROSS SECTIONS	SHEET NO. C-05
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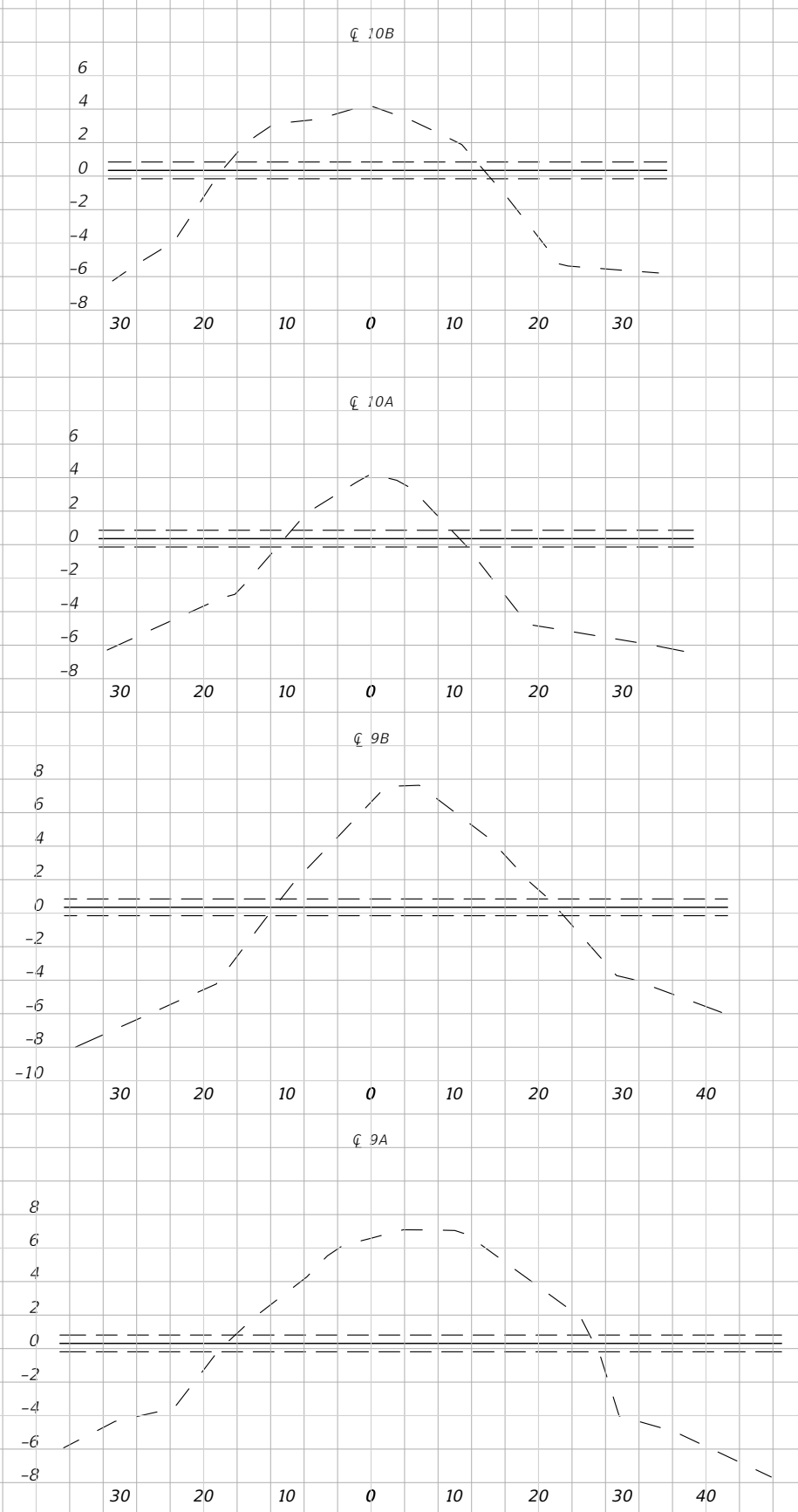
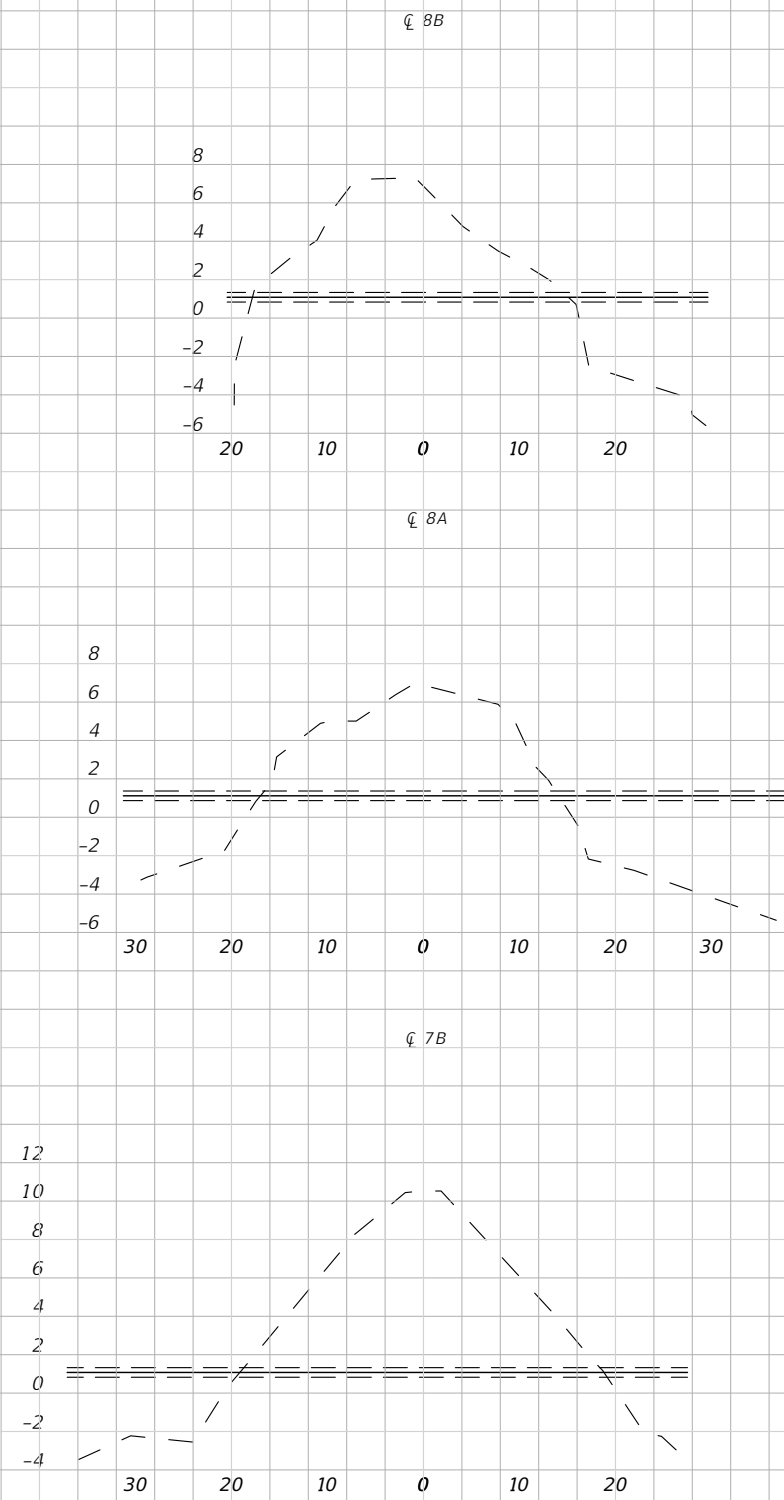
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LEGEND
— — — — Average Cut Elevation
— — — — Cut Elevation Tolerance
1" = 20' Horizontal
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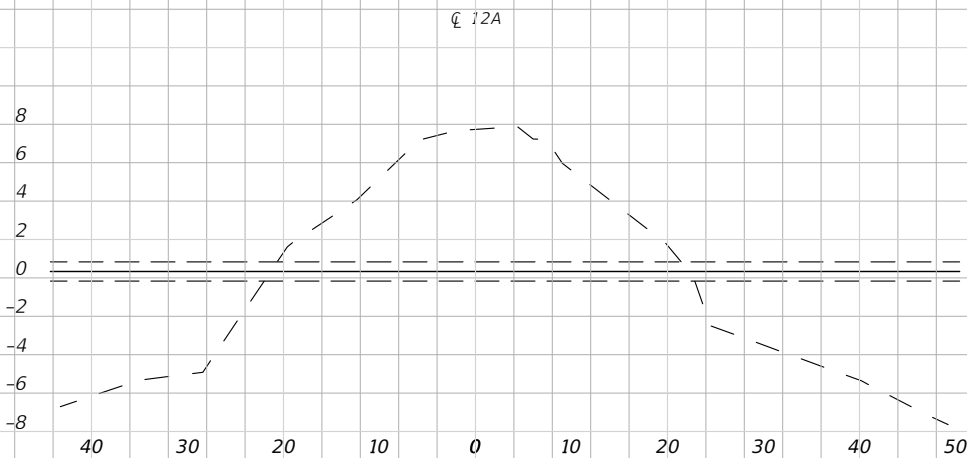
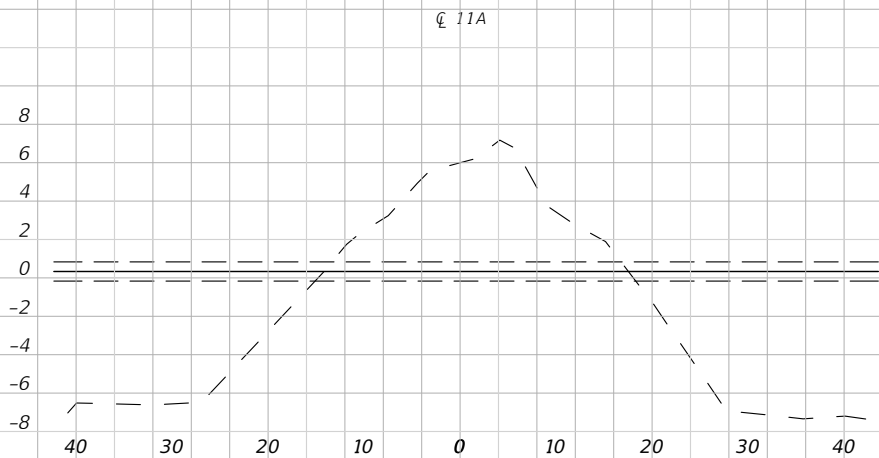
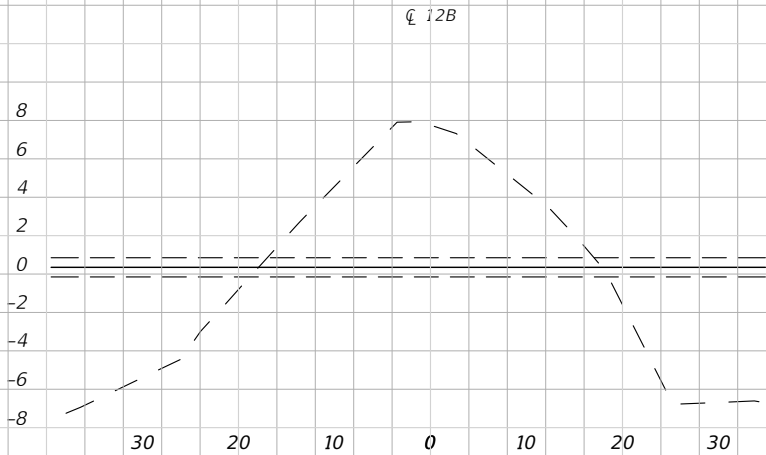
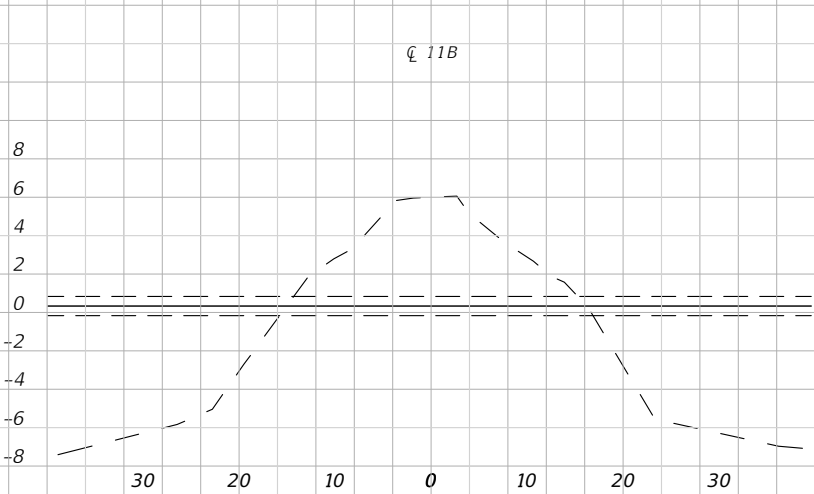
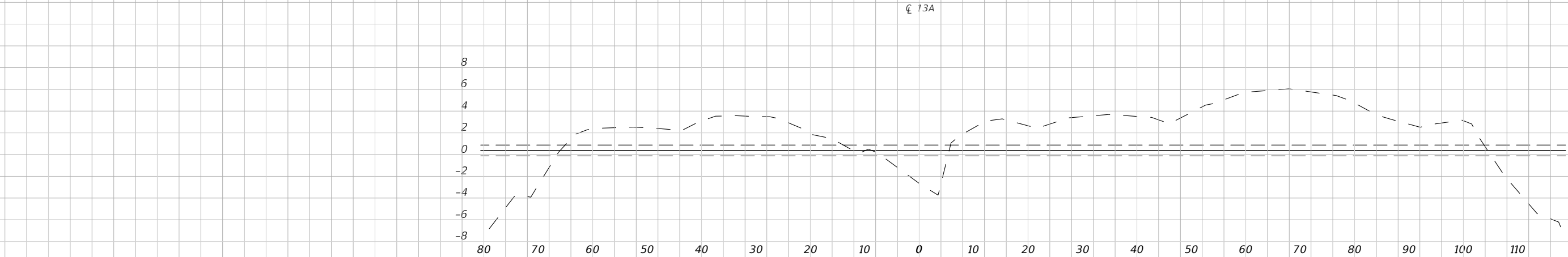
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LEGEND
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REVISIONS				AIM ENGINEERING & SURVEYING, INC. DANIEL SCHROEDER, P.E.# 78646 2161 FOWLER ST. FORT MYERS, FL. 33901 CERT. OF AUTHORIZATION NO. 3114			LAKES REGIONAL PARK LITTORAL ZONE PROJECT		CROSS SECTIONS		SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION								
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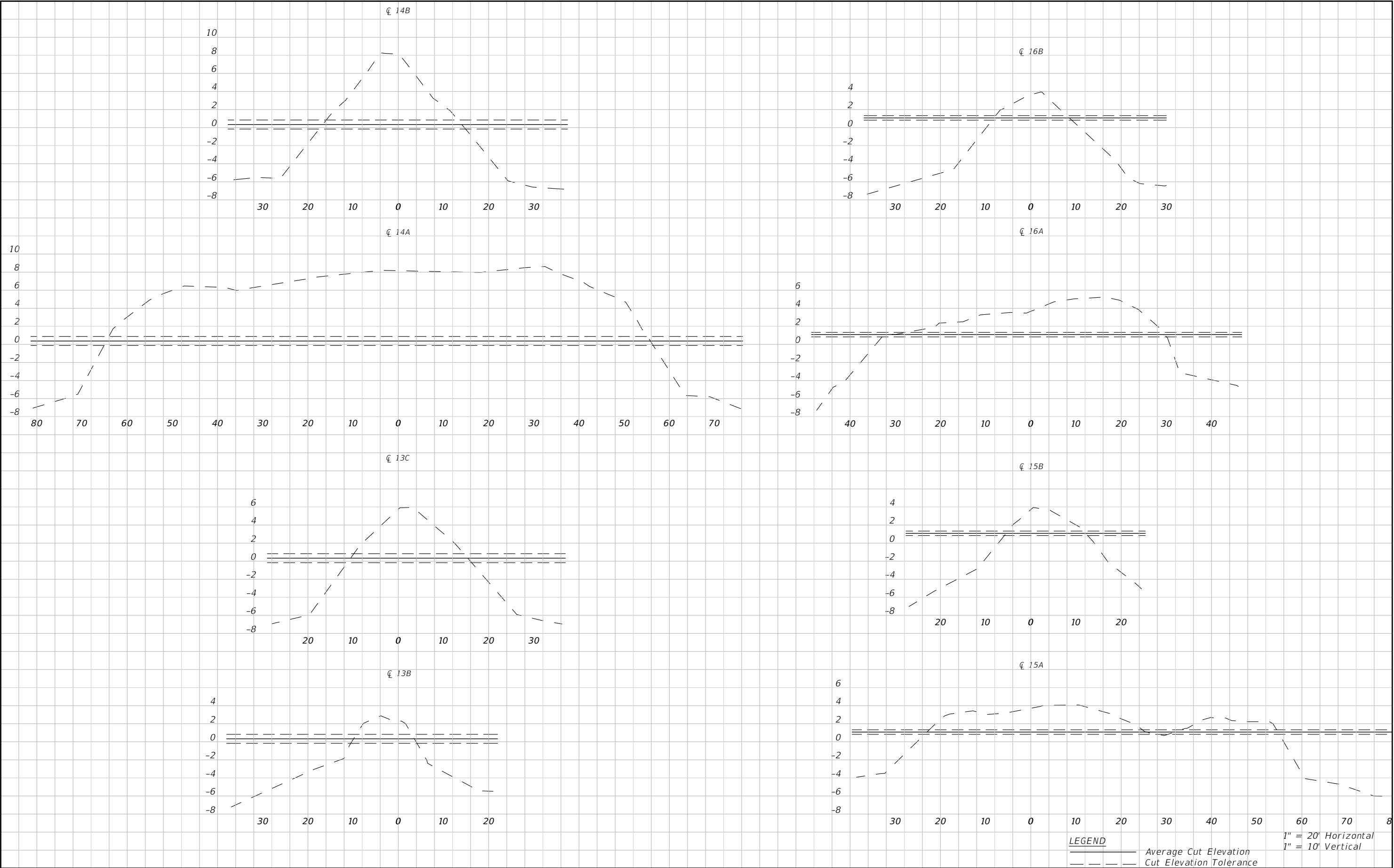
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1" = 10' Vertical

REVISIONS				AIM ENGINEERING & SURVEYING, INC. DANIEL SCHROEDER, P.E.# 78646 2161 FOWLER ST. FORT MYERS, FL. 33901 CERT. OF AUTHORIZATION NO. 3114	LAKES REGIONAL PARK LITTORAL ZONE PROJECT			CROSS SECTIONS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		PROJECT NO.	COUNTY	AIM PROJECT NO.		
----	----				208513	LEE	16-0450		C-08

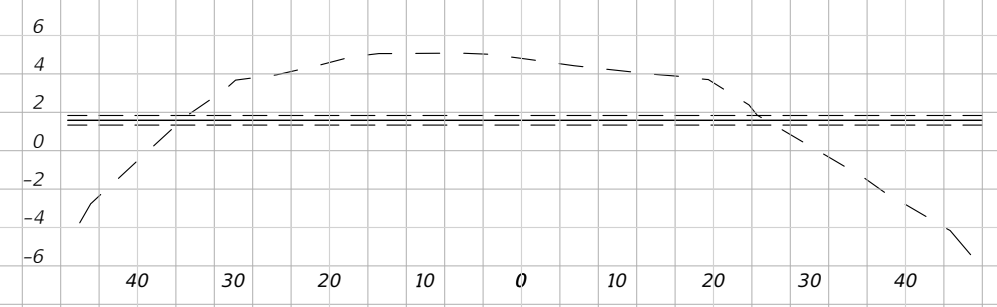
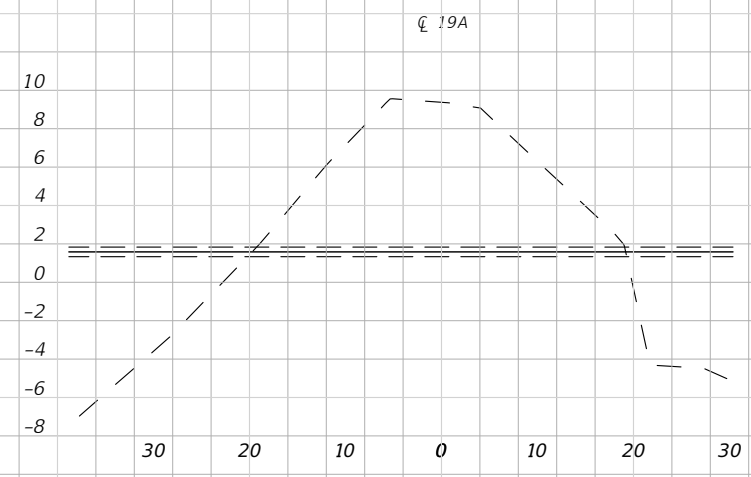
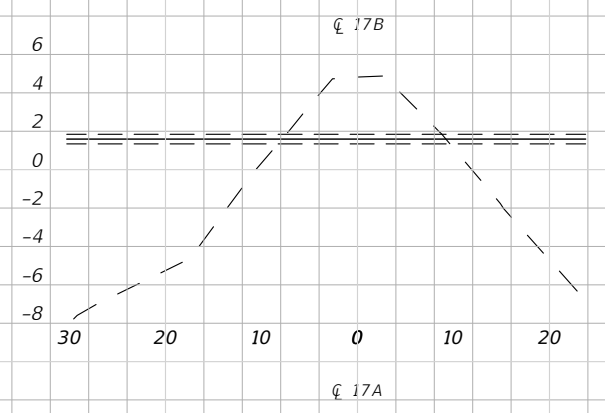
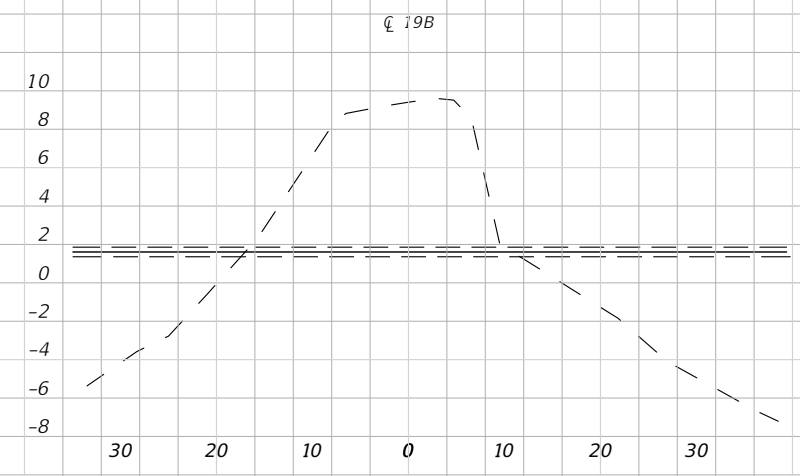
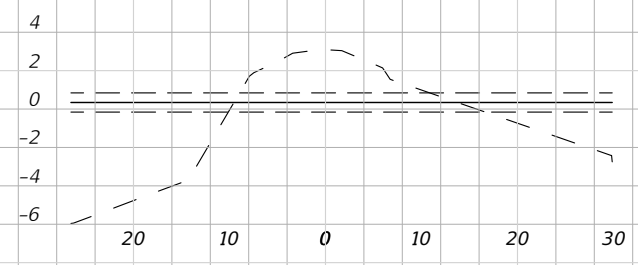
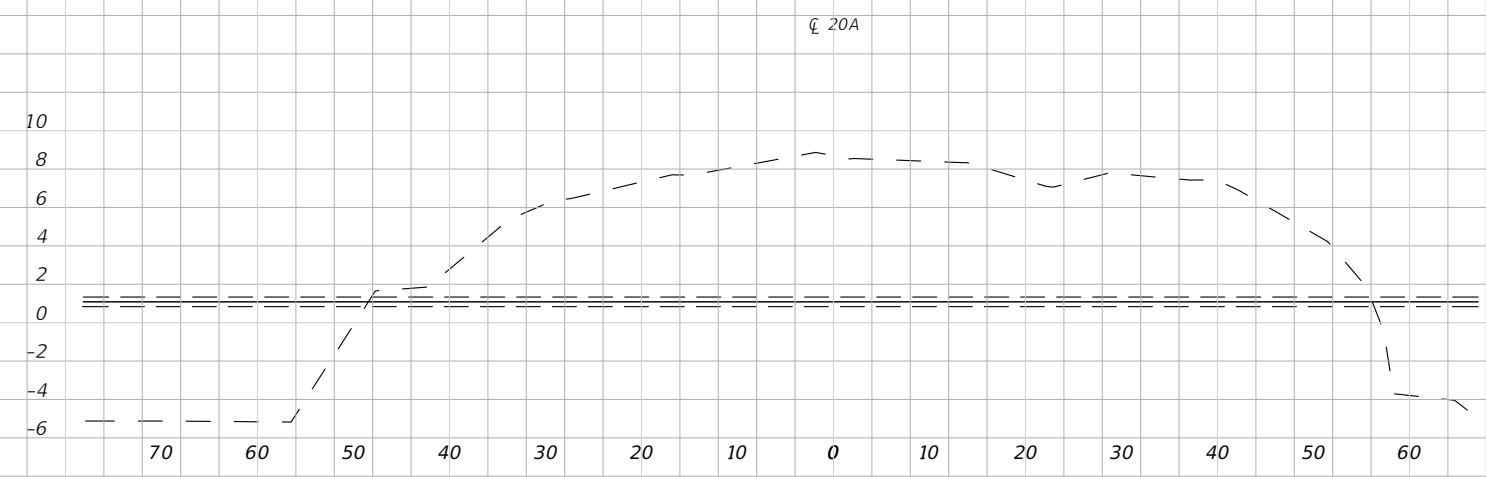
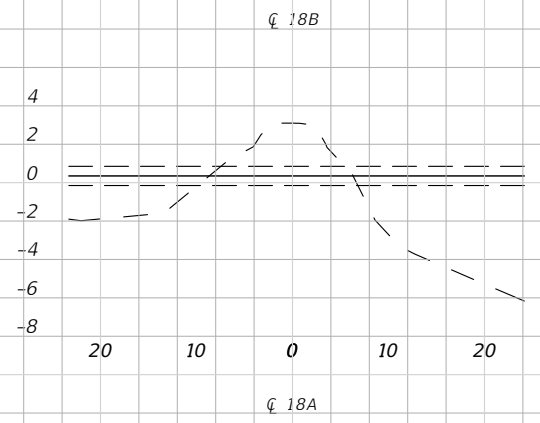
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LEGEND
Average Cut Elevation
Cut Elevation Tolerance
1" = 20' Horizontal
1" = 10' Vertical

REVISIONS				AIM ENGINEERING & SURVEYING, INC. DANIEL SCHROEDER, P.E.# 78646 2161 FOWLER ST. FORT MYERS, FL. 33901 CERT. OF AUTHORIZATION NO. 3114	LAKES REGIONAL PARK LITTORAL ZONE PROJECT			CROSS SECTIONS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		PROJECT NO.	COUNTY	AIM PROJECT NO.		
----	----				208513	LEE	16-0450		C-09

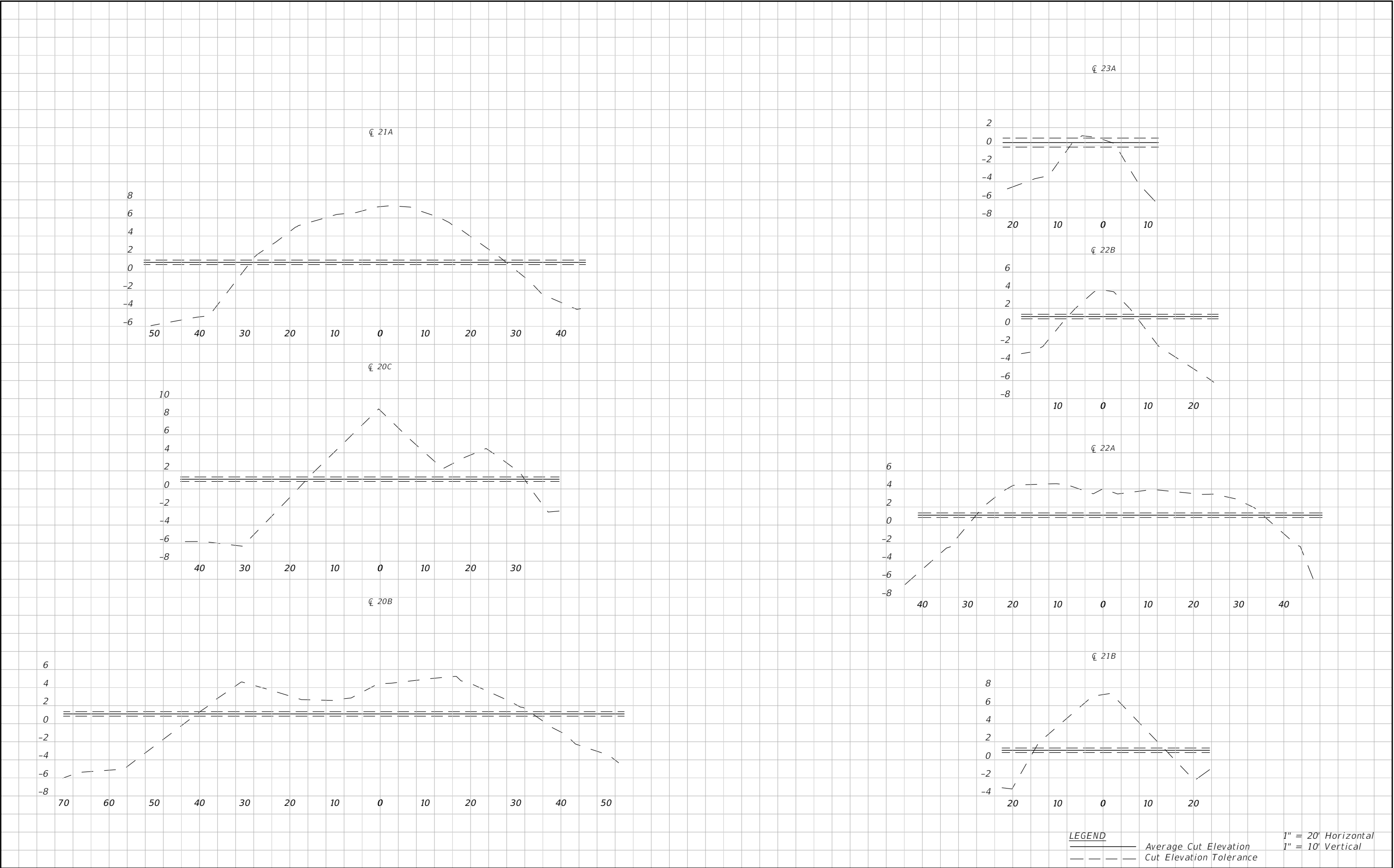
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LEGEND
Average Cut Elevation
Cut Elevation Tolerance
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1" = 10' Vertical

REVISIONS				AIM ENGINEERING & SURVEYING, INC. DANIEL SCHROEDER, P.E.# 78646 2161 FOWLER ST. FORT MYERS, FL. 33901 CERT. OF AUTHORIZATION NO. 3114	LAKES REGIONAL PARK LITTORAL ZONE PROJECT			CROSS SECTIONS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		PROJECT NO.	COUNTY	AIM PROJECT NO.		
----	----				208513	LEE	16-0450		C-10

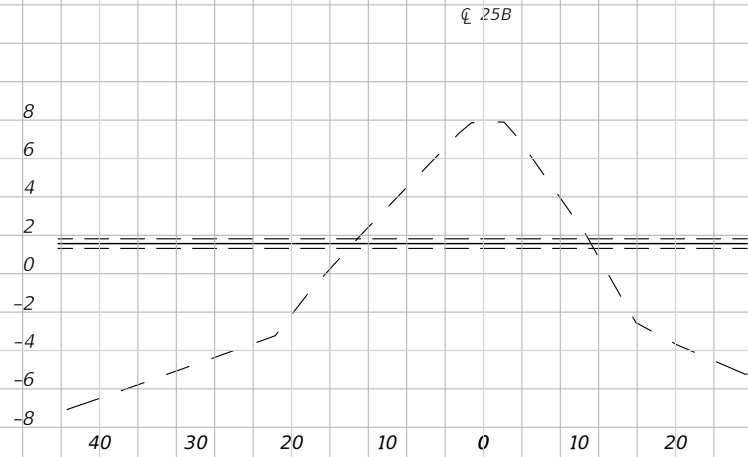
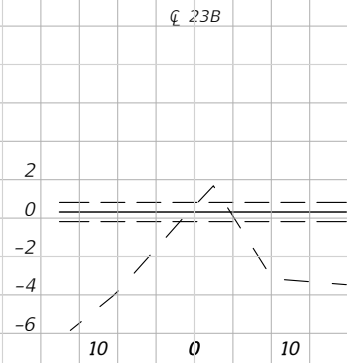
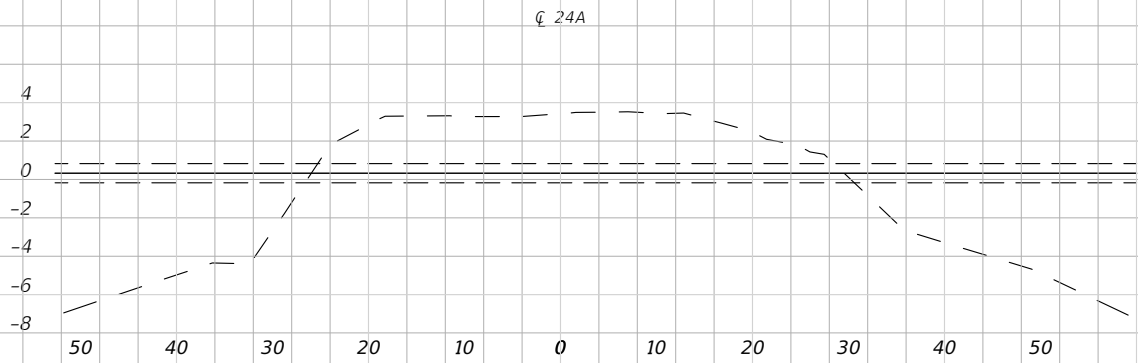
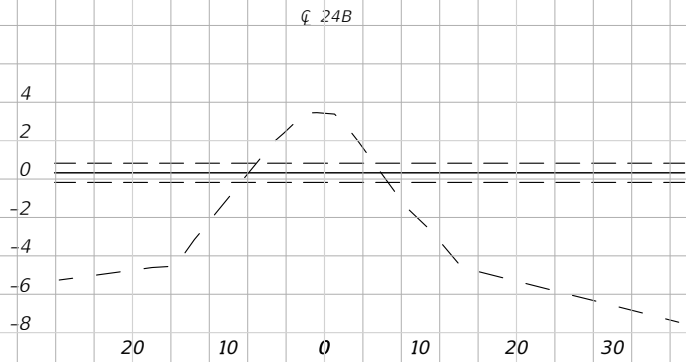
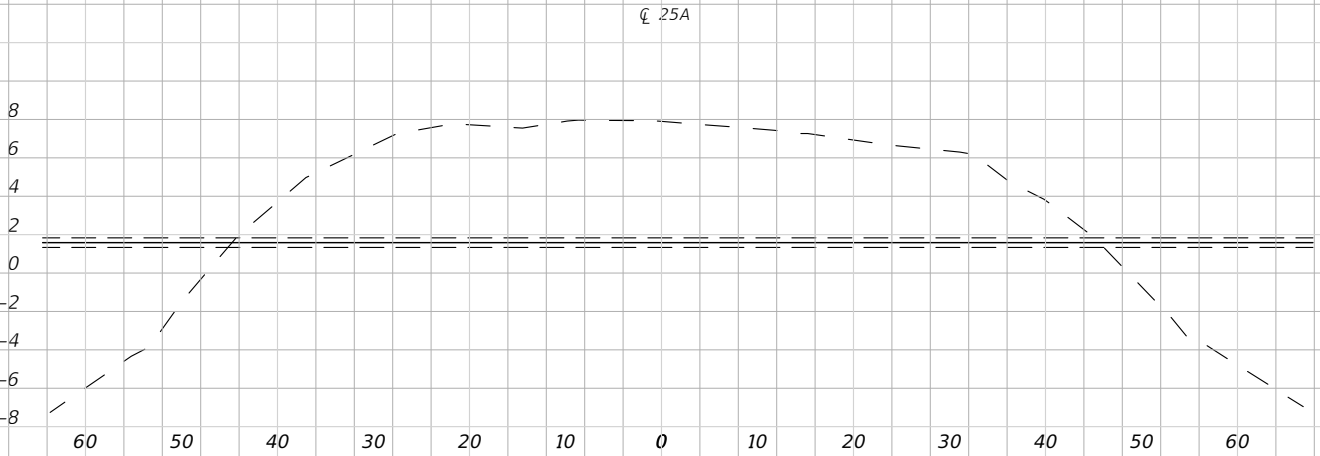
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REVISIONS				AIM ENGINEERING & SURVEYING, INC. DANIEL SCHROEDER, P.E.# 78646 2161 FOWLER ST. FORT MYERS, FL. 33901 CERT. OF AUTHORIZATION NO. 3114	LAKES REGIONAL PARK LITTORAL ZONE PROJECT			CROSS SECTIONS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		PROJECT NO.	COUNTY	AIM PROJECT NO.		
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LEGEND
Average Cut Elevation
Cut Elevation Tolerance
1" = 20' Horizontal
1" = 10' Vertical

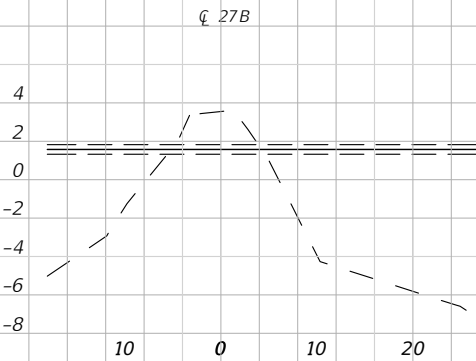
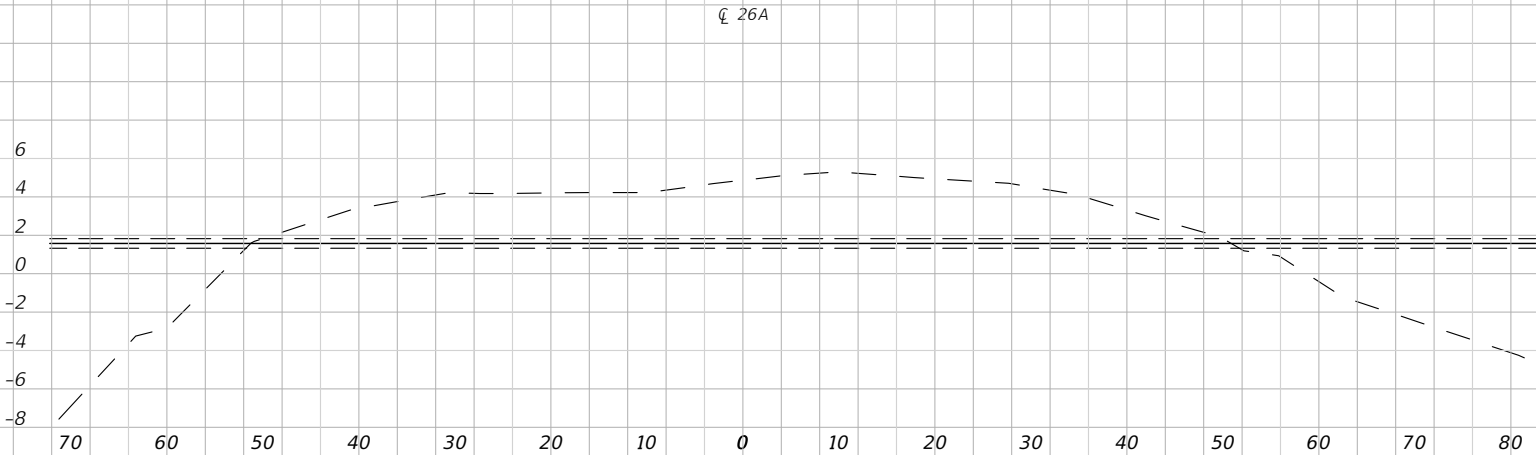
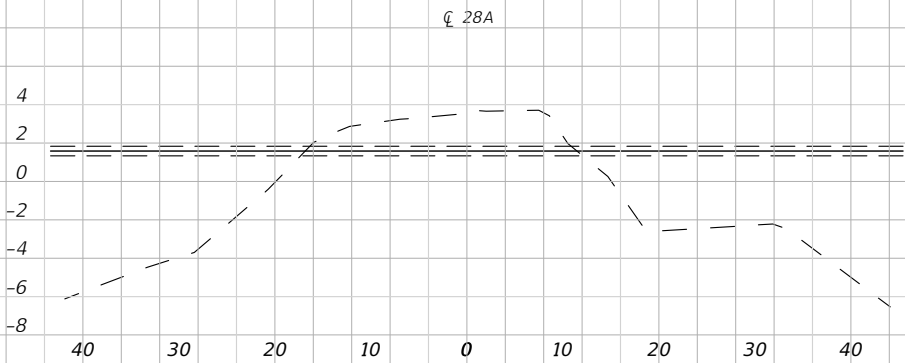
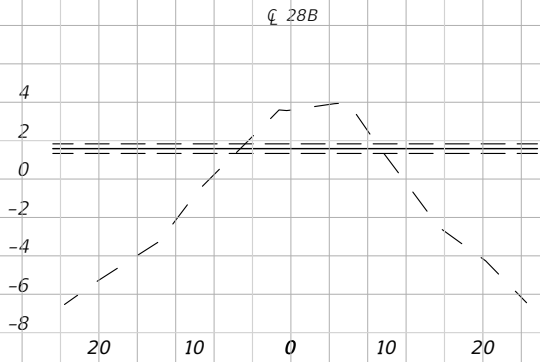
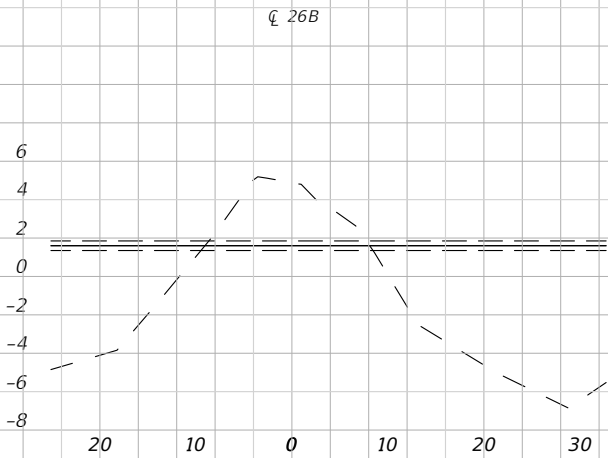
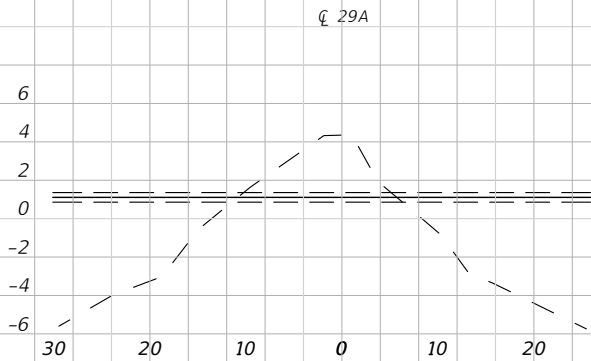
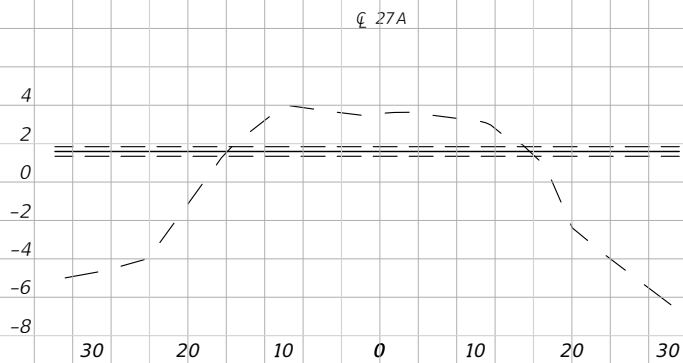
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LEGEND
Average Cut Elevation
Cut Elevation Tolerance

1" = 20' Horizontal
1" = 10' Vertical

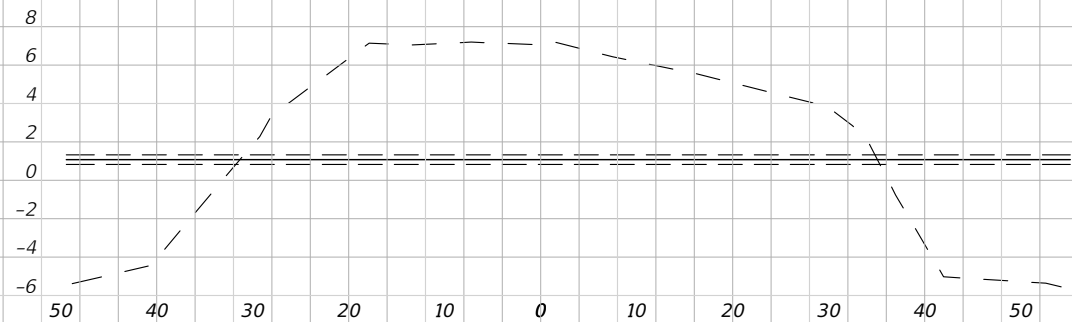
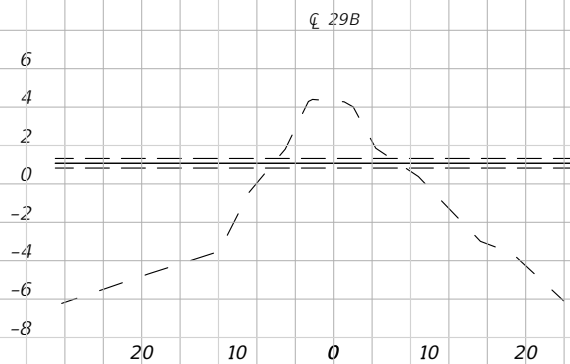
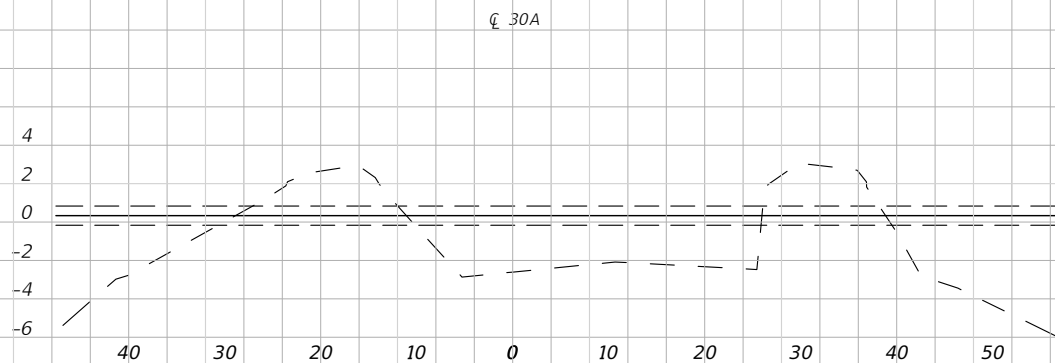
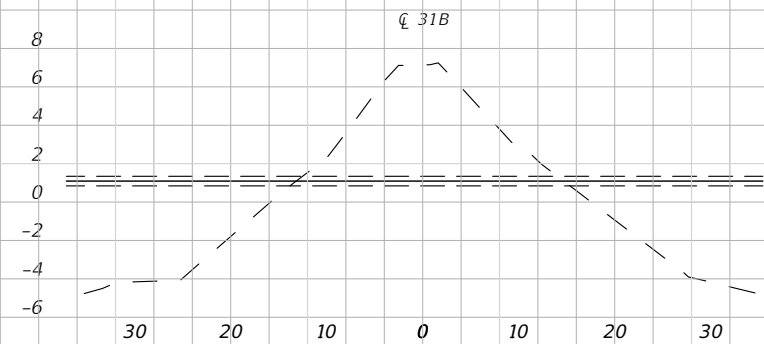
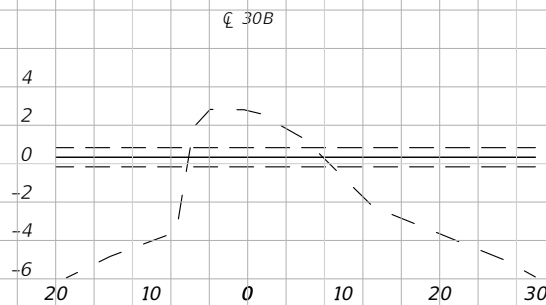
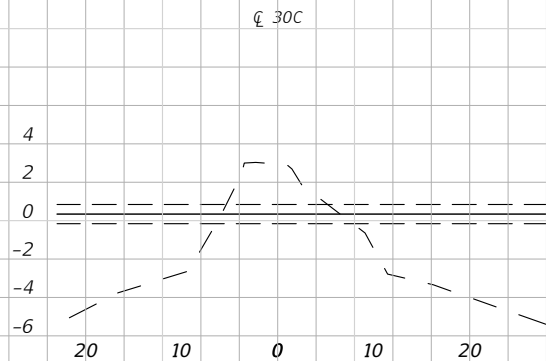
REVISIONS				AIM ENGINEERING & SURVEYING, INC. DANIEL SCHROEDER, P.E.# 78646 2161 FOWLER ST. FORT MYERS, FL. 33901 CERT. OF AUTHORIZATION NO. 3114	LAKES REGIONAL PARK LITTORAL ZONE PROJECT			CROSS SECTIONS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		PROJECT NO.	COUNTY	AIM PROJECT NO.		
----	----				208513	LEE	16-0450		C-12



LEGEND
Average Cut Elevation
Cut Elevation Tolerance

1" = 20' Horizontal
1" = 10' Vertical

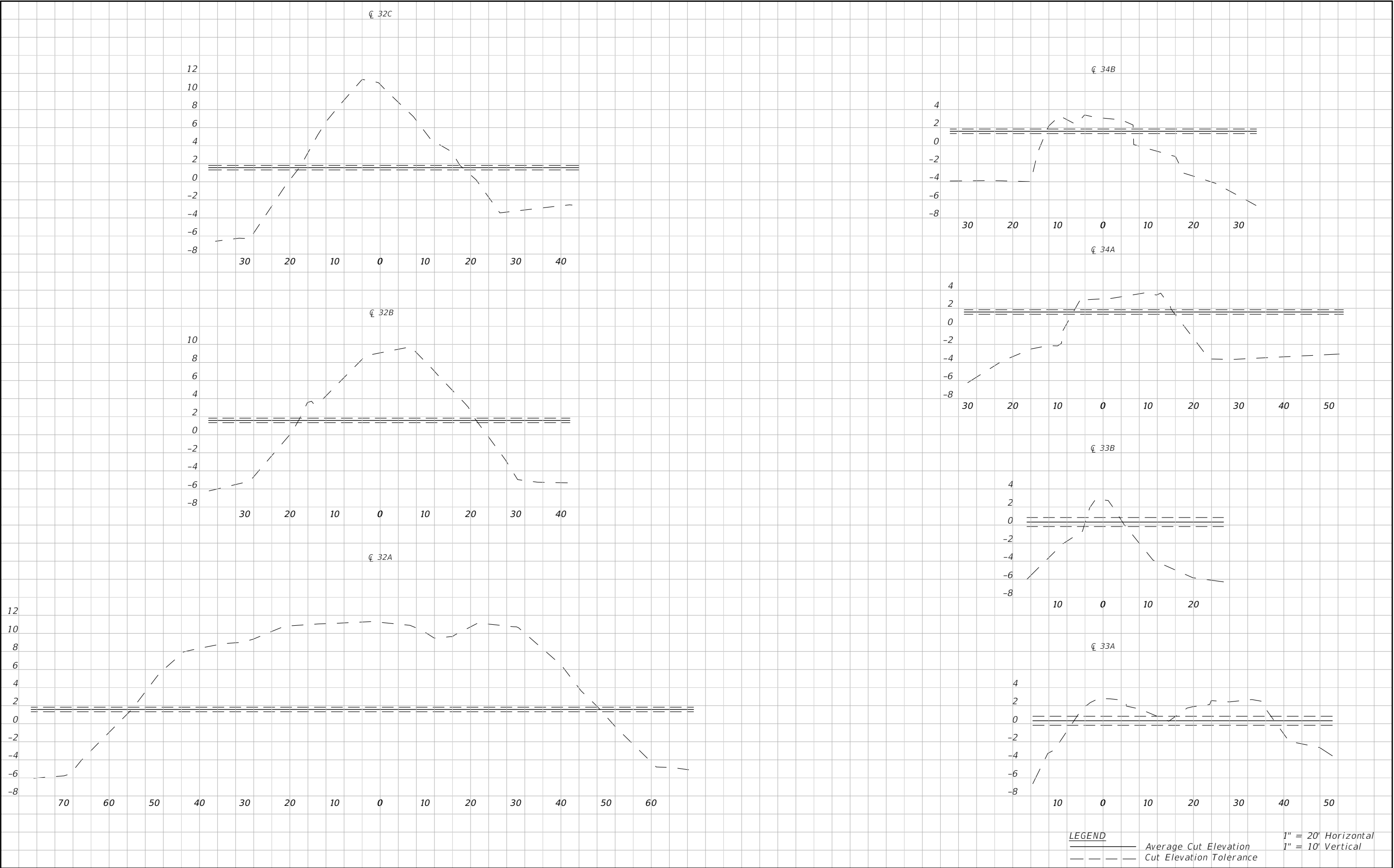
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DATE	DESCRIPTION	DATE	DESCRIPTION					
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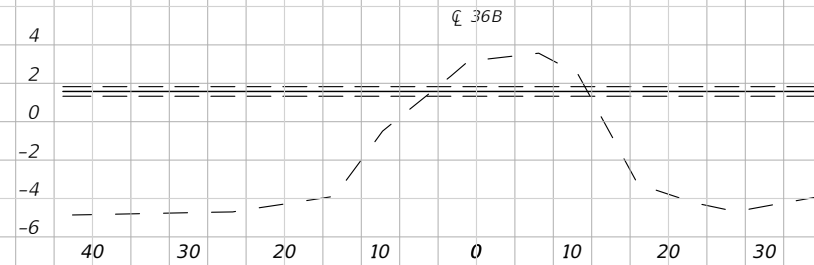
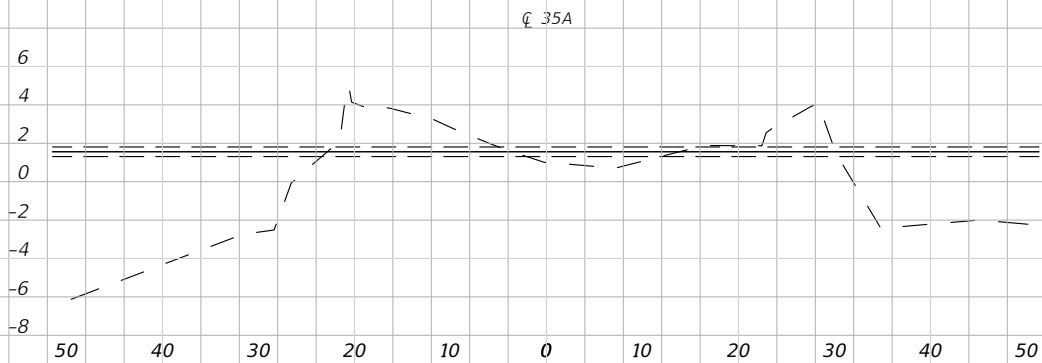
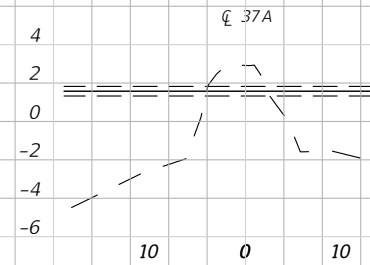
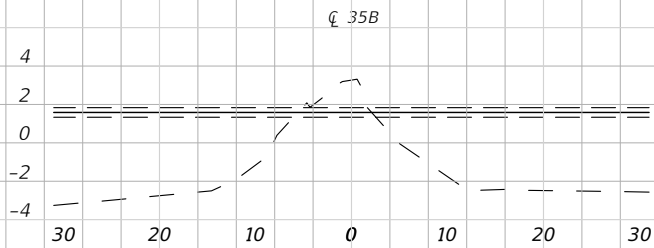
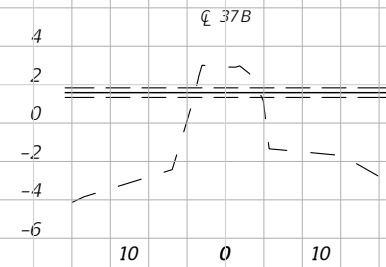
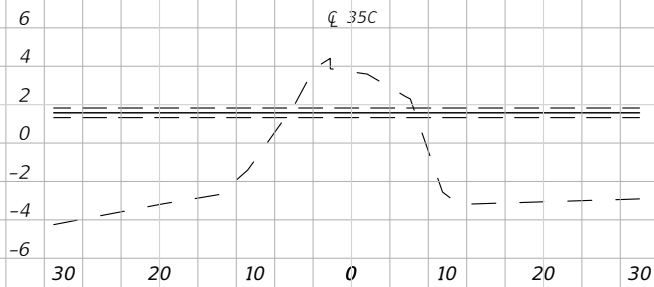
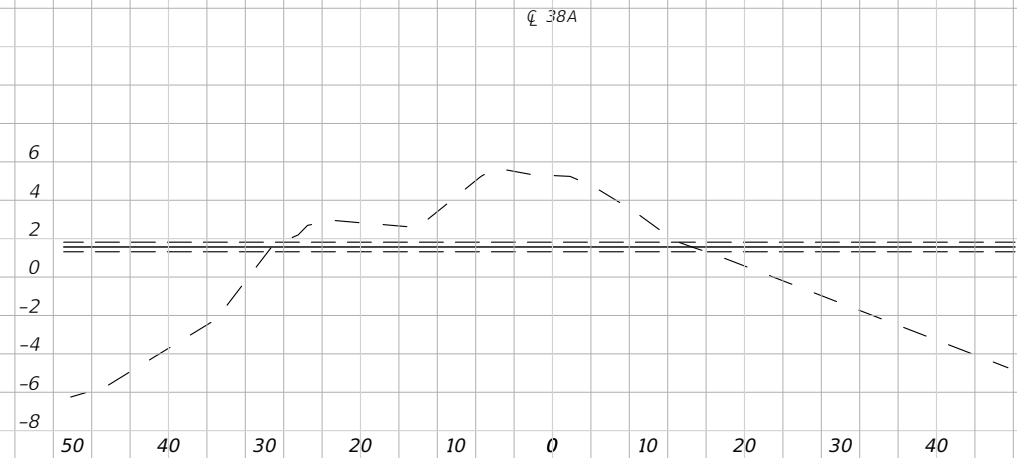
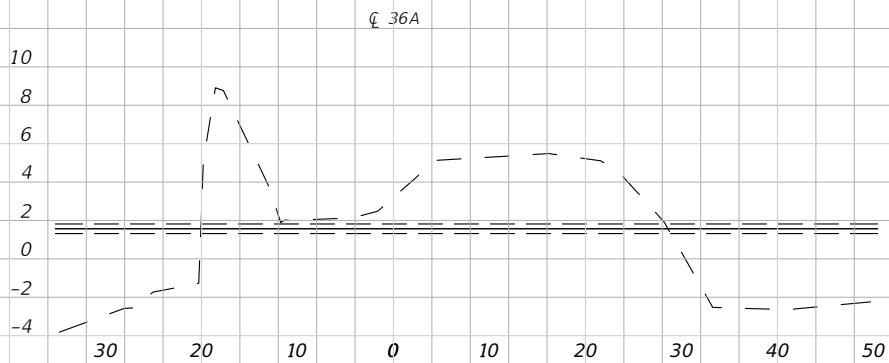
LEGEND
— Average Cut Elevation
- - - Cut Elevation Tolerance
1" = 20' Horizontal
1" = 10' Vertical

R E V I S I O N S				AIM ENGINEERING & SURVEYING, INC. DANIEL SCHROEDER, P.E.# 78646 2161 FOWLER ST. FORT MYERS, FL. 33901 CERT. OF AUTHORIZATION NO. 3114	LAKES REGIONAL PARK LITTORAL ZONE PROJECT			CROSS SECTIONS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		PROJECT NO.	COUNTY	AIM PROJECT NO.		C-14
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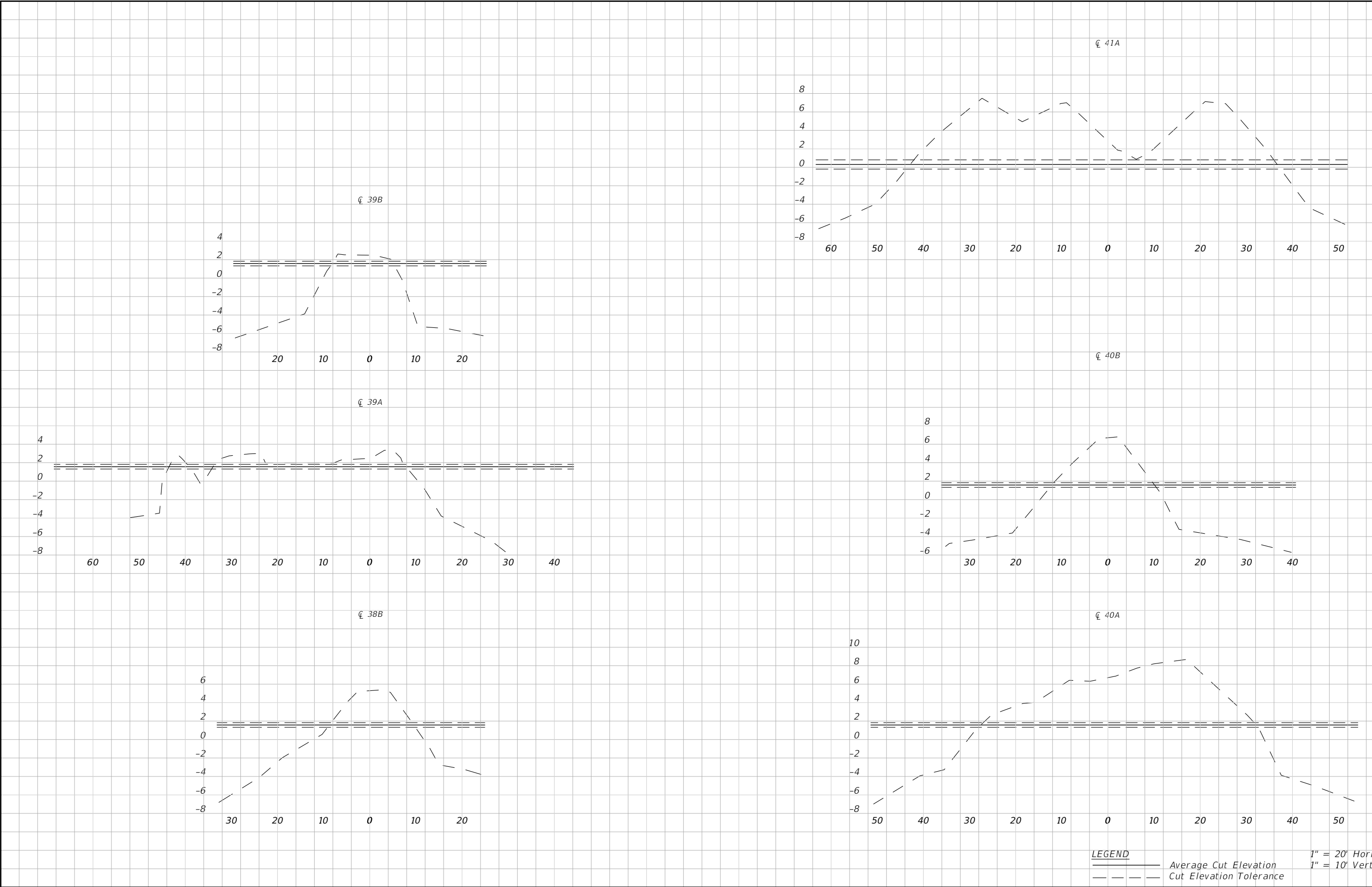
REVISIONS				AIM ENGINEERING & SURVEYING, INC. DANIEL SCHROEDER, P.E.# 78646 2161 FOWLER ST. FORT MYERS, FL. 33901 CERT. OF AUTHORIZATION NO. 3114	LAKES REGIONAL PARK LITTORAL ZONE PROJECT			CROSS SECTIONS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION						
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					208513	LEE	16-0450		C-15



LEGEND
Average Cut Elevation
Cut Elevation Tolerance
1" = 20' Horizontal
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REVISIONS				AIM ENGINEERING & SURVEYING, INC. DANIEL SCHROEDER, P.E.# 78646 2161 FOWLER ST. FORT MYERS, FL. 33901 CERT. OF AUTHORIZATION NO. 3114	LAKES REGIONAL PARK LITTORAL ZONE PROJECT			CROSS SECTIONS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		PROJECT NO.	COUNTY	AIM PROJECT NO.		
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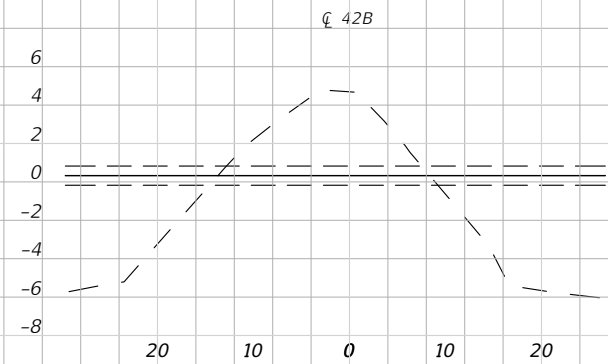
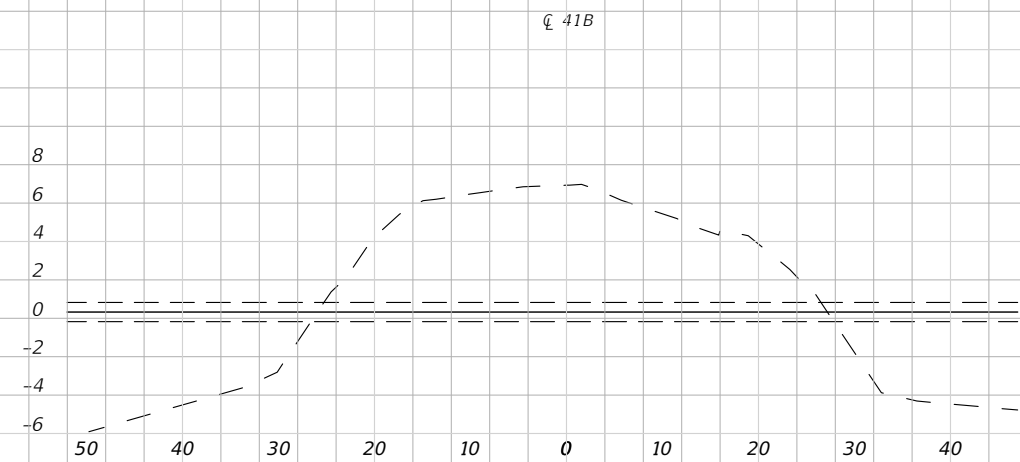
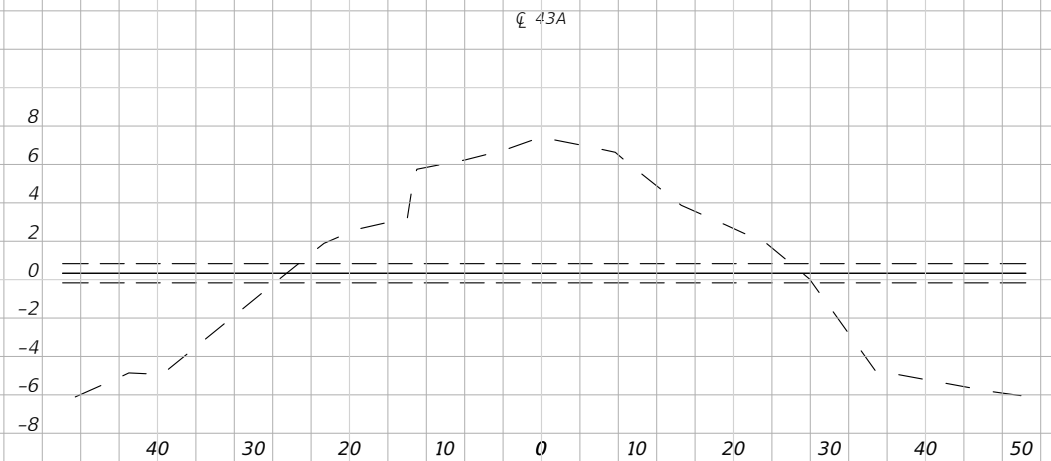
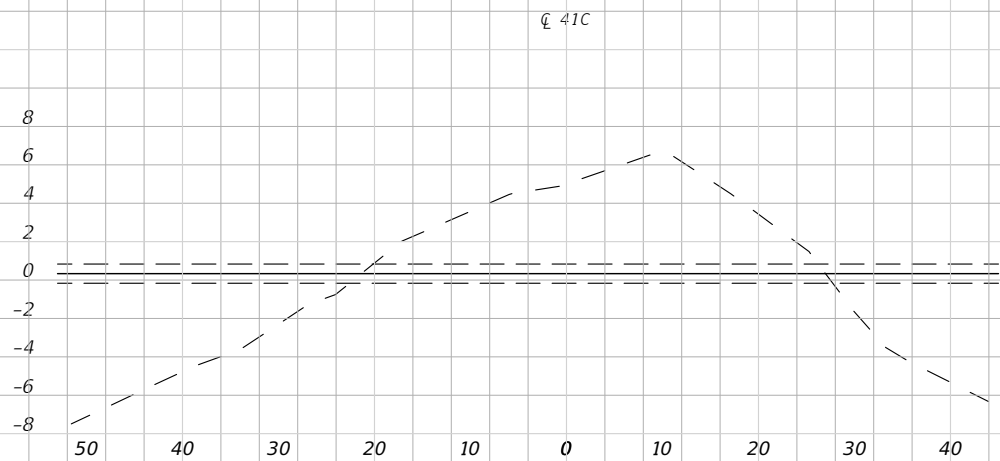
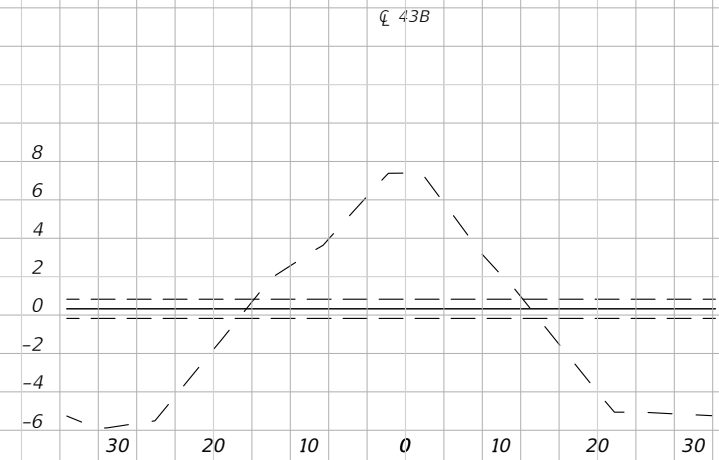
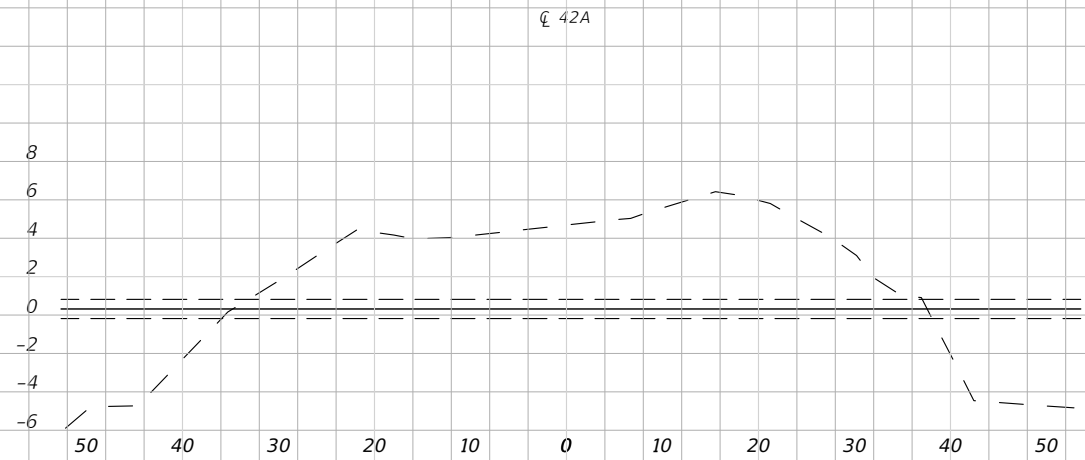
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LEGEND
Average Cut Elevation
Cut Elevation Tolerance
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REVISIONS				AIM ENGINEERING & SURVEYING, INC. DANIEL SCHROEDER, P.E.# 78646 2161 FOWLER ST. FORT MYERS, FL. 33901 CERT. OF AUTHORIZATION NO. 3114	LAKES REGIONAL PARK LITTORAL ZONE PROJECT			CROSS SECTIONS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION						
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					208513	LEE	16-0450		C-17

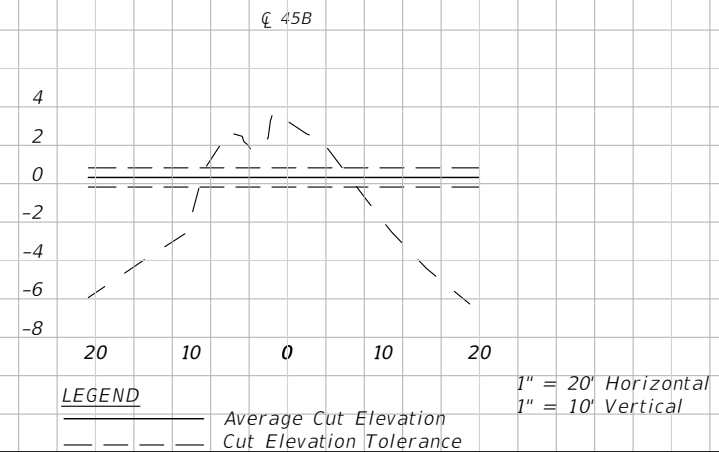
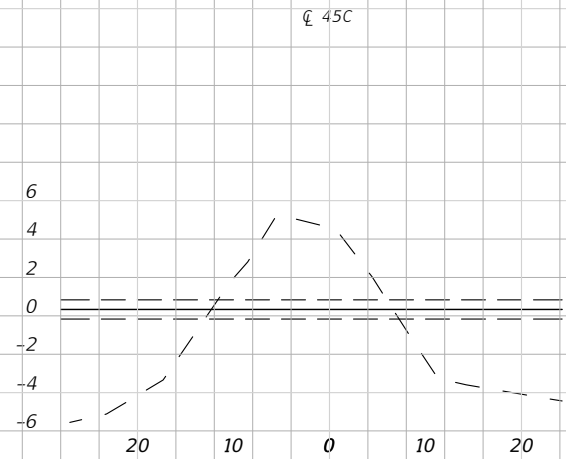
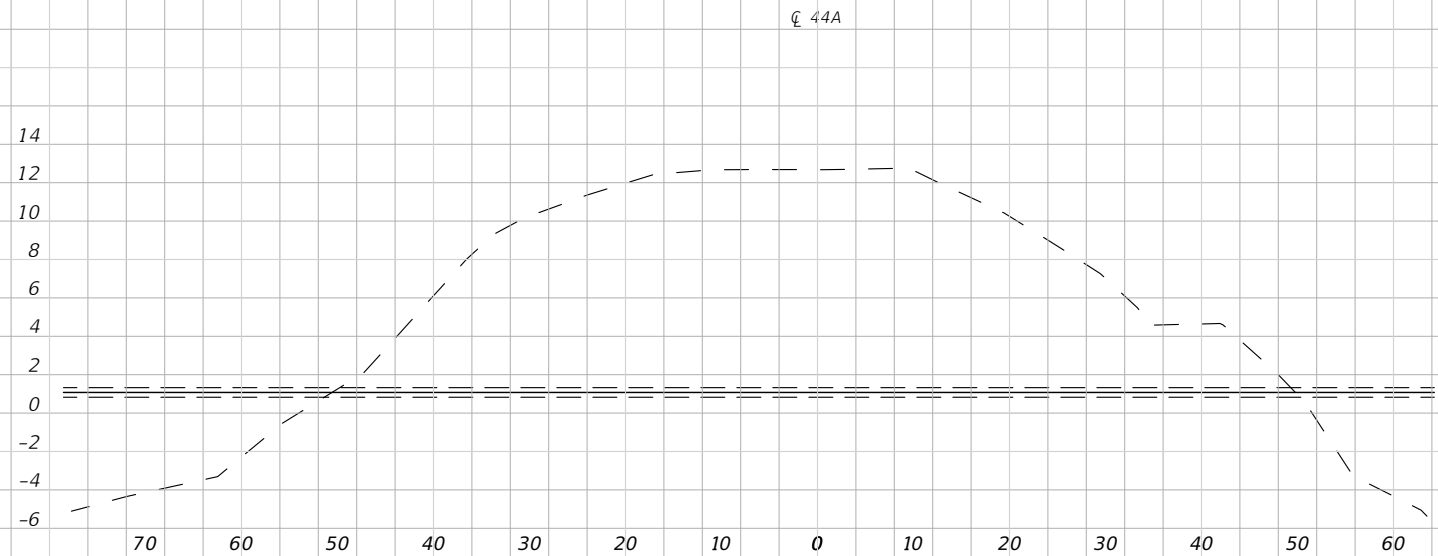
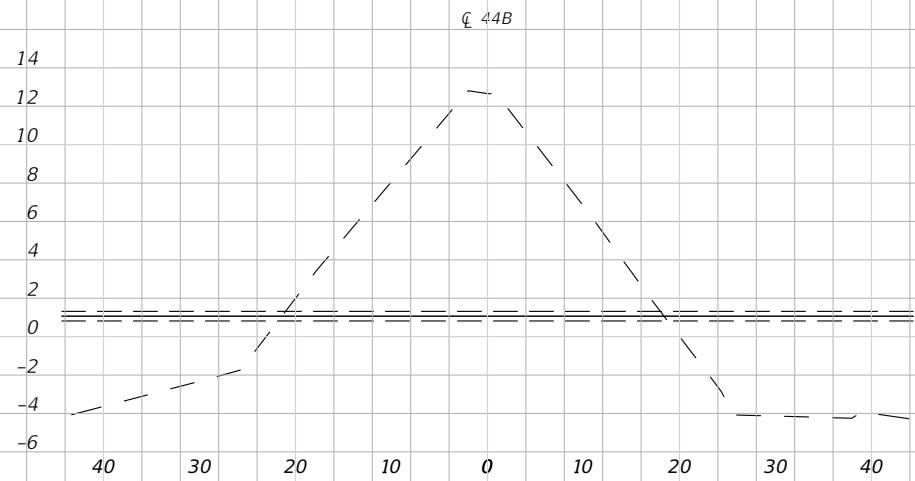
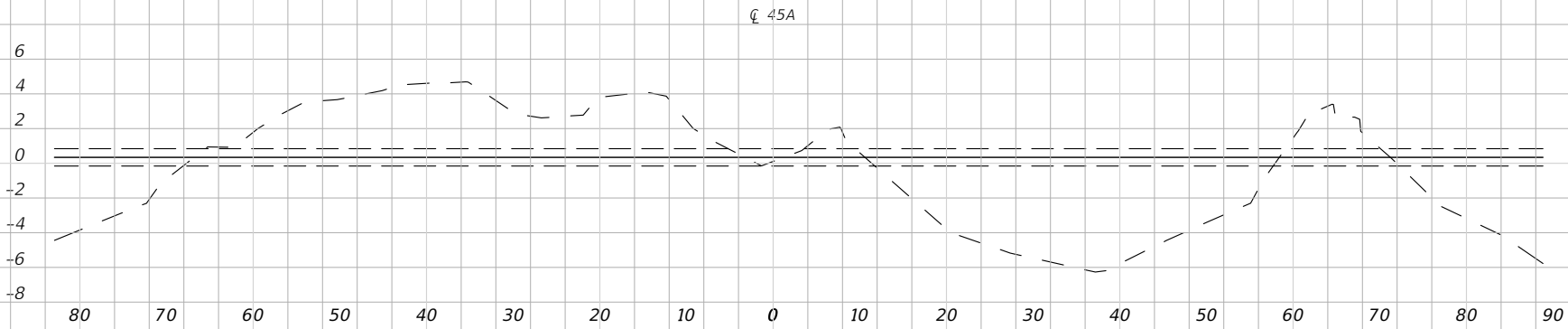
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LEGEND
— Average Cut Elevation
--- Cut Elevation Tolerance
1" = 20' Horizontal
1" = 10' Vertical

REVISIONS				AIM ENGINEERING & SURVEYING, INC. DANIEL SCHROEDER, P.E.# 78646 2161 FOWLER ST. FORT MYERS, FL. 33901 CERT. OF AUTHORIZATION NO. 3114	LAKES REGIONAL PARK LITTORAL ZONE PROJECT			CROSS SECTIONS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION						
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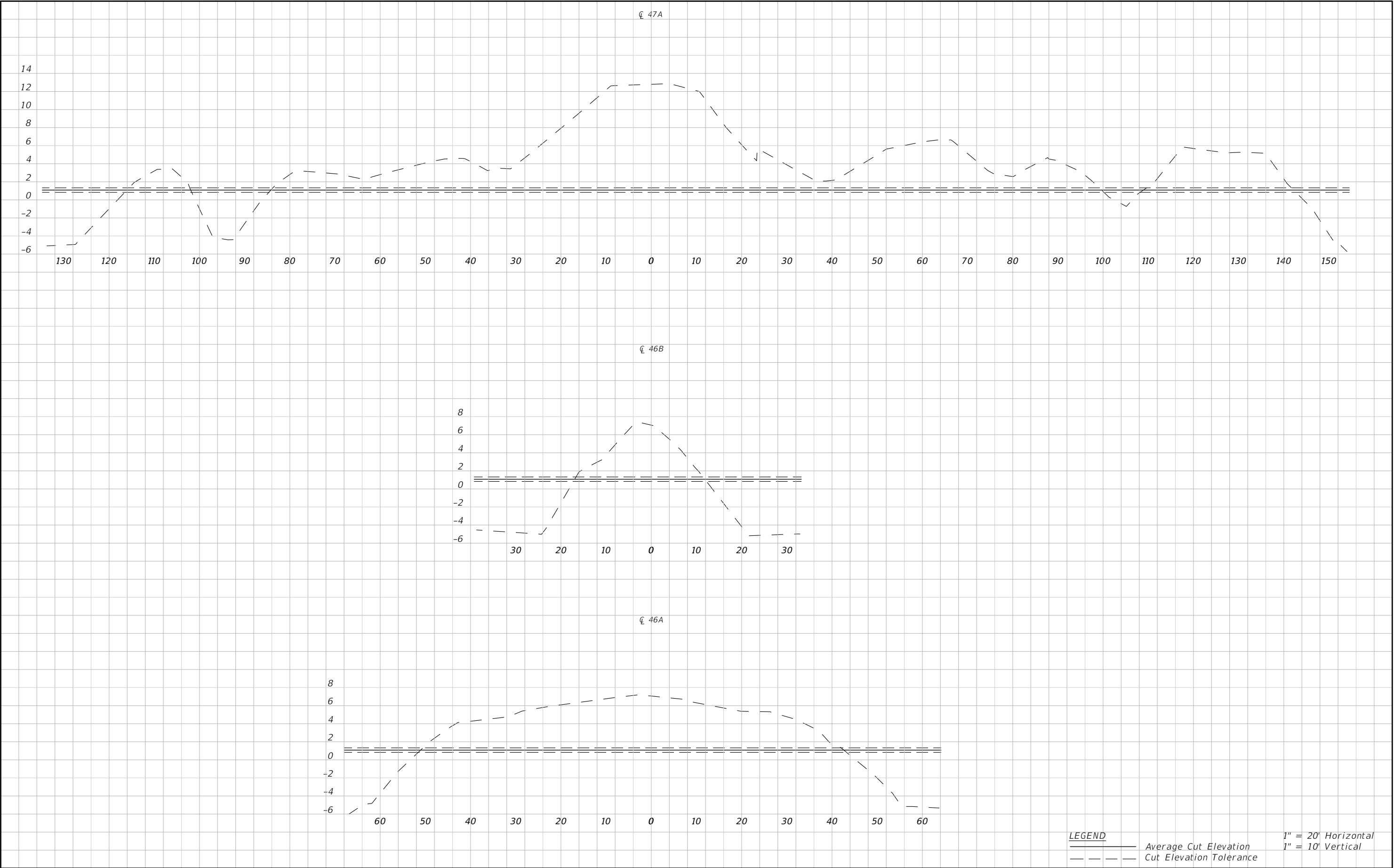
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LEGEND
Average Cut Elevation
Cut Elevation Tolerance
1" = 20' Horizontal
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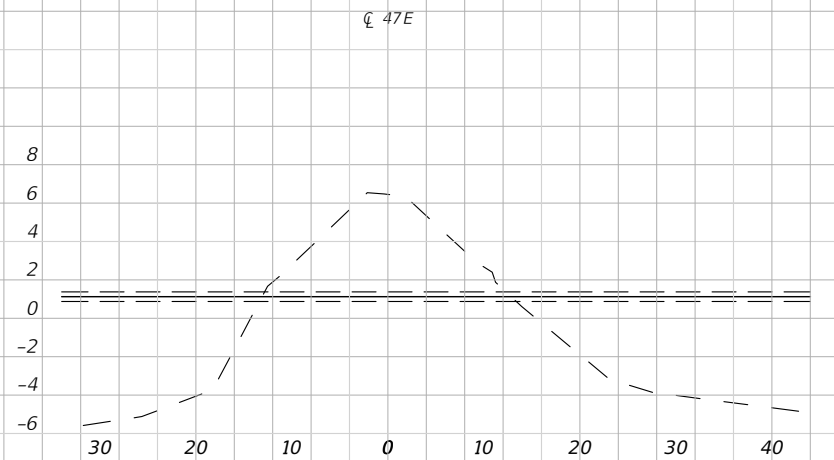
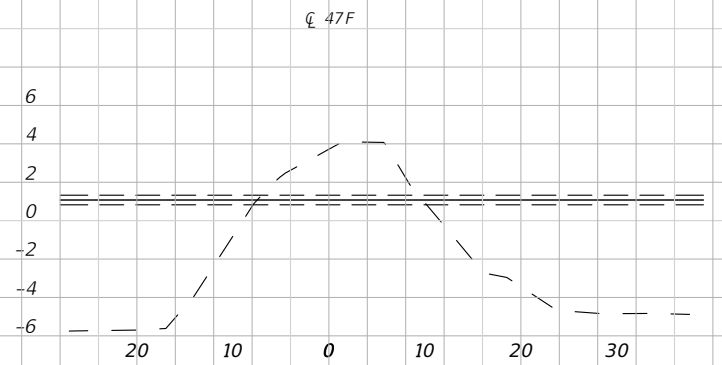
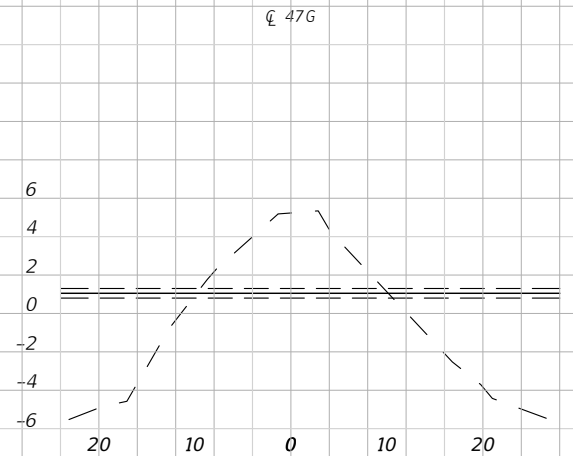
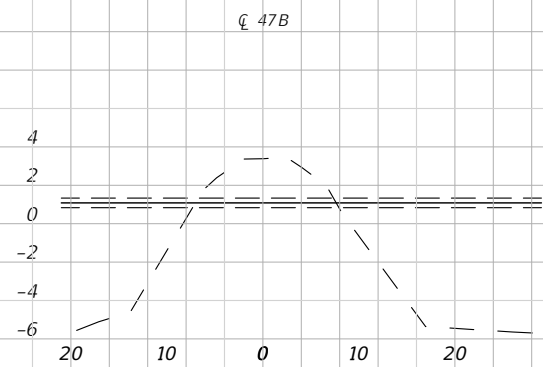
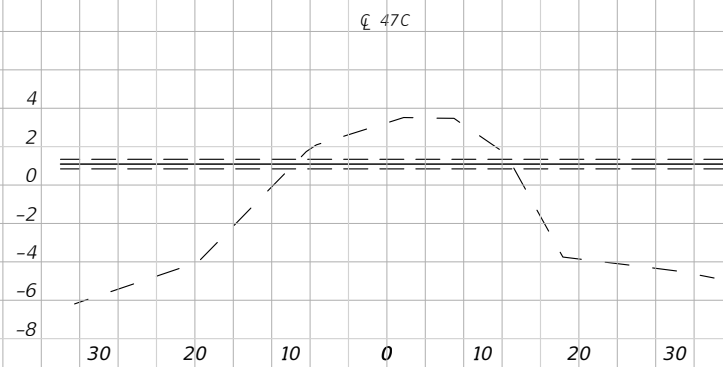
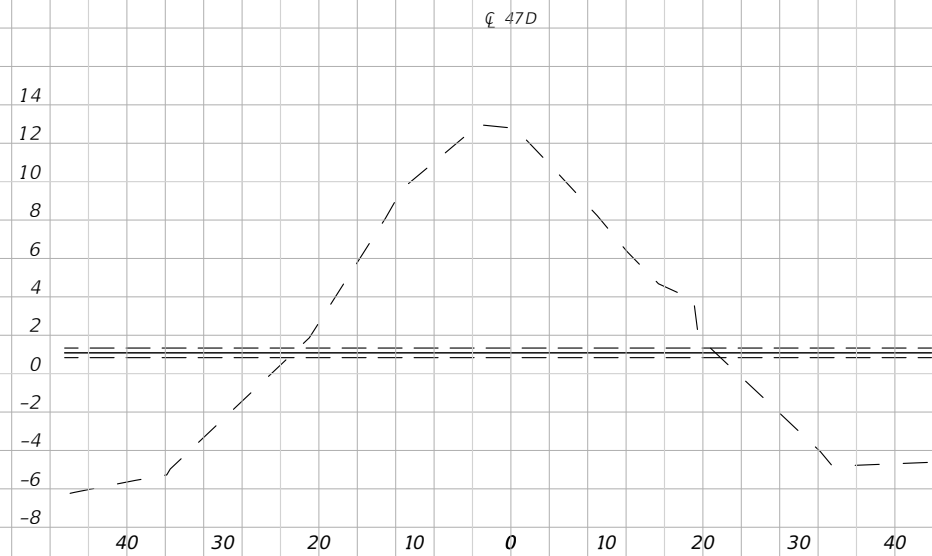
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DATE	DESCRIPTION	DATE	DESCRIPTION	PROJECT NO.	COUNTY	AIM PROJECT NO.		
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AIM ENGINEERING & SURVEYING, INC.
DANIEL SCHROEDER, P.E.# 78646
2161 FOWLER ST.
FORT MYERS, FL. 33901
CERT. OF AUTHORIZATION NO. 3114



REVISIONS				AIM ENGINEERING & SURVEYING, INC. DANIEL SCHROEDER, P.E.# 78646 2161 FOWLER ST. FORT MYERS, FL. 33901 CERT. OF AUTHORIZATION NO. 3114	LAKES REGIONAL PARK LITTORAL ZONE PROJECT			CROSS SECTIONS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		PROJECT NO.	COUNTY	AIM PROJECT NO.		
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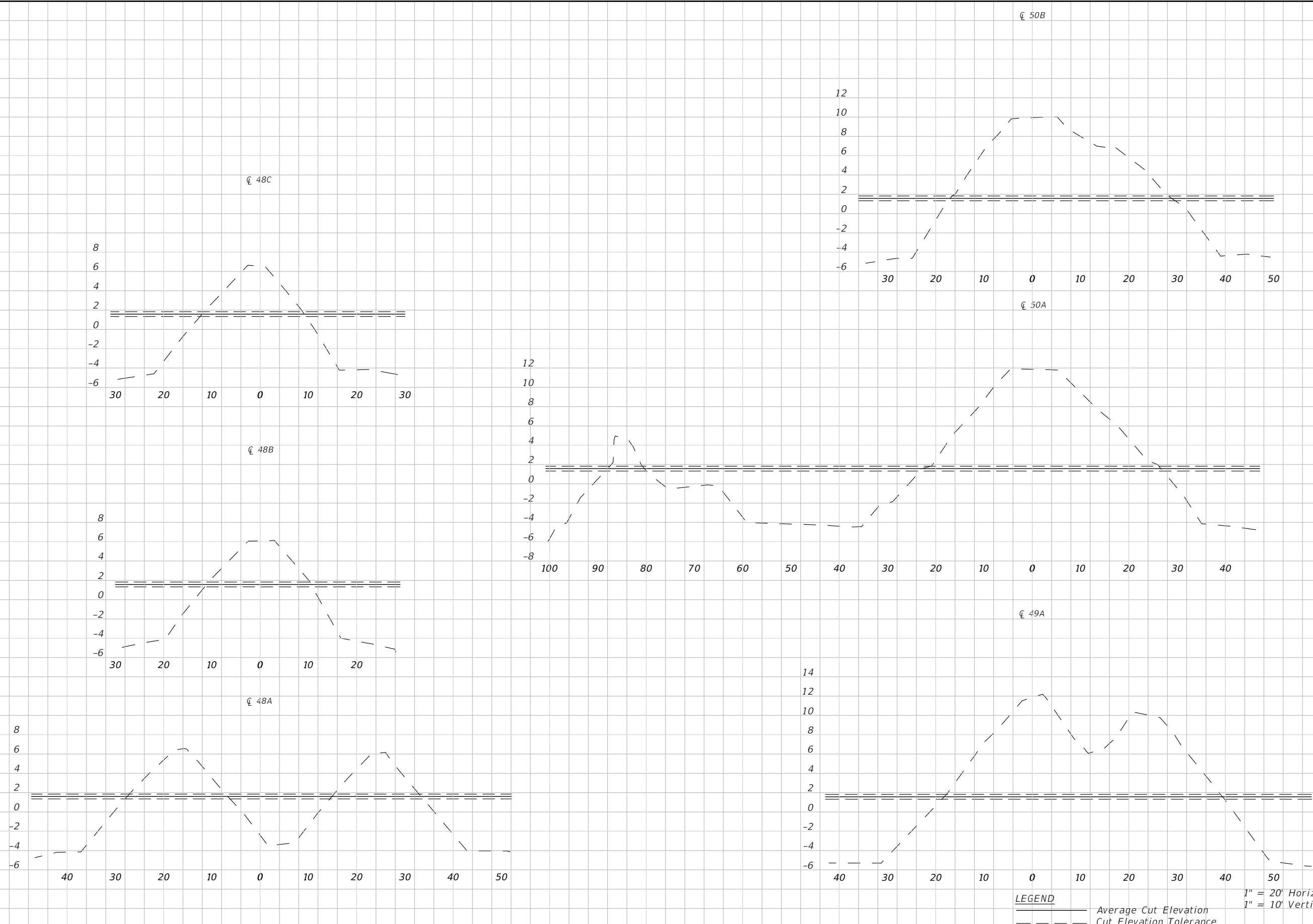
LEGEND

— Average Cut Elevation
— — — Cut Elevation Tolerance

1" = 20' Horizontal
1" = 10' Vertical

REVISIONS				AIM ENGINEERING & SURVEYING, INC. DANIEL SCHROEDER, P.E.# 78646 2161 FOWLER ST. FORT MYERS, FL. 33901 CERT. OF AUTHORIZATION NO. 3114	LAKES REGIONAL PARK LITTORAL ZONE PROJECT			CROSS SECTIONS	SHEET NO.
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----	----				208513	LEE	16-0450		C-21

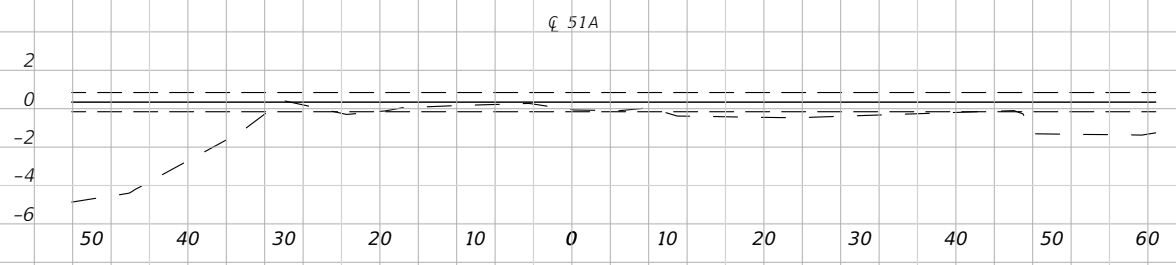
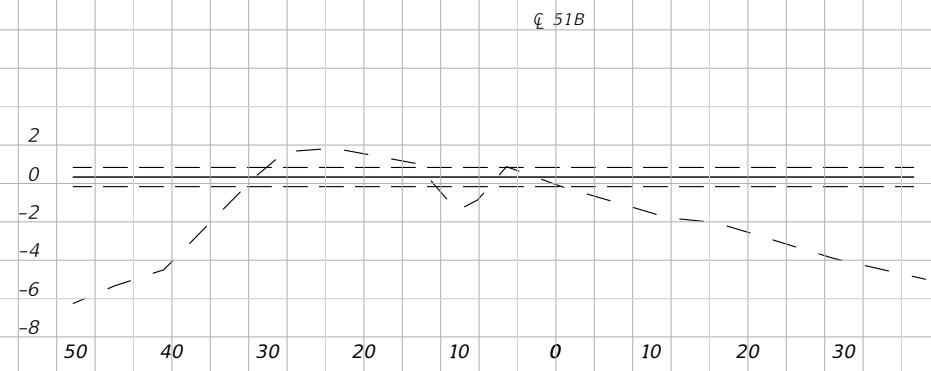
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LEGEND
Average Cut Elevation
Cut Elevation Tolerance
1" = 20' Horizontal
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REVISIONS				AIM ENGINEERING & SURVEYING, INC. DANIEL SCHROEDER, P.E.# 78646 2161 FOWLER ST. FORT MYERS, FL. 33901 CERT. OF AUTHORIZATION NO. 3114	LAKES REGIONAL PARK LITTORAL ZONE PROJECT			CROSS SECTIONS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		PROJECT NO.	COUNTY	AIM PROJECT NO.		
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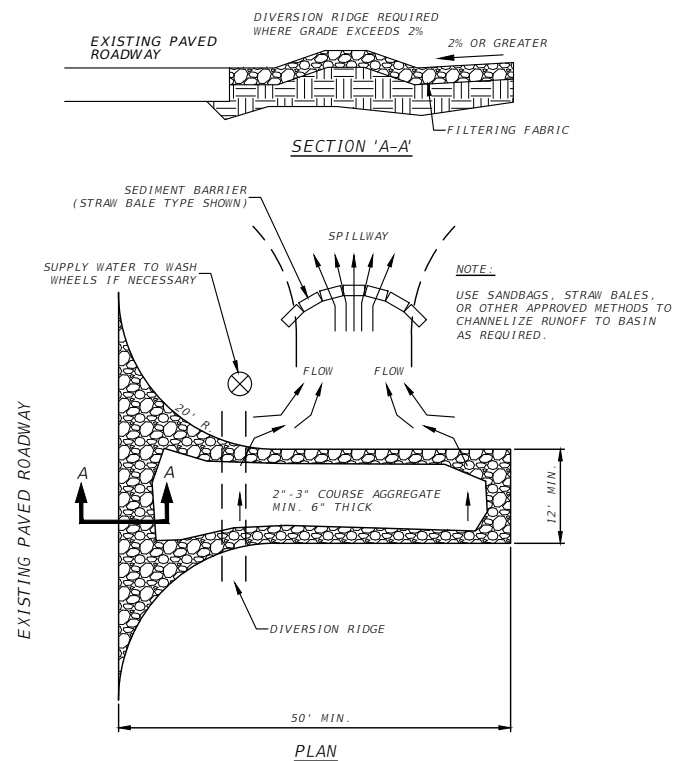


LEGEND
— Average Cut Elevation
— — — Cut Elevation Tolerance
1" = 20' Horizontal
1" = 10' Vertical

REVISIONS				AIM ENGINEERING & SURVEYING, INC. DANIEL SCHROEDER, P.E.# 78646 2161 FOWLER ST. FORT MYERS, FL. 33901 CERT. OF AUTHORIZATION NO. 3114	LAKES REGIONAL PARK LITTORAL ZONE PROJECT			CROSS SECTIONS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		PROJECT NO.	COUNTY	AIM PROJECT NO.		
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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

<div><div><div>GENERAL NOTES:</div><div><div><div>1.</div><div>COMPENSATION FOR THE WORK AS SHOWN ON THE PLANS SHALL BE AT THE TERMS SPECIFIED IN THE CONTRACT DOCUMENTS. NO SEPARATE PAYMENT WILL BE MADE FOR INCIDENTAL TASKS INCLUDING SUCH ITEMS AS FIELD OFFICE, SANITARY FACILITIES, ROCK EXCAVATION, DEWATERING, MATERIALS DELIVERY AND STORAGE, EXCAVATED MATERIAL REMOVAL & DISPOSAL, TEMPORARY POWER, ETC., NECESSARY FOR THE COMPLETE EXECUTION OF THE WORK. CONTRACTOR AND SUBCONTRACTORS ARE REQUIRED TO HAVE LONGSHORE INSURANCE COVERAGE.</div></div></div><div><div><div>2.</div><div>ALL ELEVATIONS REFER TO NORTH AMERICAN VERTICAL DATUM (N.A.V.D.) OF 1988. CONVERSION BETWEEN N.A.V.D. AND N.G.V.D. IS N.A.V.D. = N.G.V.D. - 1.17'.</div></div></div><div><div><div>3.</div><div>THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UTILITIES AND FOR ANY DAMAGE WHICH MAY OCCUR BY FAILING TO PRESERVE THEM.</div></div></div><div><div><div>4.</div><div>THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED FEDERAL, STATE, COUNTY AND/OR LOCAL CONSTRUCTION PERMITS/APPROVALS PRIOR TO STARTING ANY CONSTRUCTION ACTIVITIES, WHICH INCLUDE A DEWATERING PERMIT IF NEEDED.</div></div></div><div><div><div>5.</div><div>THE CONTRACTOR SHALL NOTIFY UTILITY OWNERS OF ANY EXCAVATION OR DEMOLITION ACTIVITY THROUGH SUNSHINE ONE-CALL OF FLORIDA, INC. (1-800-432-4770) AND SHALL NOTIFY THOSE UTILITY OWNERS/AGENCIES LISTED WITHIN OR IMPACTED BY THESE PLANS, NO LESS THAN TWO (2) FULL BUSINESS DAYS IN ADVANCE OF THE BEGINNING OF CONSTRUCTION ON THE JOB SITE.</div></div></div><div><div><div>6.</div><div>ALL QUANTITIES SHOWN HEREON ARE APPROXIMATE. THE CONTRACTOR SHALL VERIFY ALL QUANTITIES SHOWN ON THE PLANS AND PROMPTLY NOTIFY THE ENGINEER OF ANY DISCREPANCIES FOUND IN THE QUANTITIES.</div></div></div><div><div><div>7.</div><div>THE INFORMATION PROVIDED IN THESE PLANS IS SOLELY TO ASSIST THE CONTRACTOR IN ASSESSING THE NATURE AND EXTENT OF THE CONDITIONS WHICH MAY BE ENCOUNTERED DURING THE COURSE OF THE WORK. ALL PROSPECTIVE CONTRACTORS ARE ENCOURAGED, PRIOR TO BIDDING, TO CONDUCT ANY SITE INVESTIGATIONS THEY DEEM NECESSARY TO ARRIVE AT THEIR OWN CONCLUSIONS REGARDING THE ACTUAL CONDITIONS THAT MAY BE ENCOUNTERED, INCLUDING SUB-SURFACE CONDITIONS AND UPON WHICH THEIR BIDS SHALL BE BASED.</div></div></div><div><div><div>8.</div><div>THE CONTRACTOR SHALL BE RESPONSIBLE TO CONTROL ACCESS TO THE WORK AREAS FOR THE DURATION OF THE PROJECT AND TO PROVIDE FOR SAFETY OF THE PUBLIC.</div></div></div><div><div><div>9.</div><div>ALL MATERIALS, MEANS AND CONSTRUCTION METHODS SHALL CONFORM WITH THE LATEST EDITION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND ANY SUPPLEMENTAL SPECIFICATIONS THEREOF.</div></div></div><div><div><div>10.</div><div>THE CONTRACTOR SHALL SECURE ANY TEMPORARY CONSTRUCTION EASEMENTS NECESSARY FOR CONSTRUCTION.</div></div></div><div><div><div>11.</div><div>THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH THE LOCAL ELECTRIC COMPANY TO BRING ELECTRIC TO THE PROJECT SITE, IF REQUIRED.</div></div></div><div><div><div>12.</div><div>THE CONTRACTOR SHALL MAINTAIN A CURRENT SET OF CONSTRUCTION PLANS AND ALL PERMITS ON THE JOB SITE DURING ALL PHASES OF THE WORK. TWO (2) COMPLETE SETS OF "AS-BUILT" DRAWINGS MUST BE DELIVERED TO THE ENGINEER OF RECORD WITHIN FIFTEEN (15) DAYS OF COMPLETING CONSTRUCTION ALONG WITH ELECTRONIC FILES IN AUTOCAD FORMAT. CONTRACTOR SHALL OBTAIN THE SERVICES OF A REGISTERED LAND SURVEYOR TO PERFORM "AS-BUILT" VERIFICATION AS PART OF THIS PROJECT.</div></div></div><div><div><div>13.</div><div>THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTAINMENT AND DISPOSAL OF ALL MATERIAL (I.E. SPOIL & VEGETATION) EXCAVATED OR REMOVED WITHIN THE PROJECTS BOUNDARIES.</div></div></div><div><div><div>14.</div><div>ALL EXCAVATION, EMBANKMENT, AND IMPORTED FILL REQUIRED TO CONSTRUCT THE PROJECT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND BE INCLUDED IN THEIR BID.</div></div></div><div><div><div>15.</div><div>ANY IMPORTED FILL MATERIAL SHALL BE CLEAN, STRUCTURALLY SUITABLE, AND MEET THE REQUIREMENTS AND SPECIFICATIONS OF THE APPLICABLE SECTIONS OF THE LATEST EDITION OF F.D.O.T. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.</div></div></div><div><div><div>16.</div><div>THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXCAVATION, REMOVAL, AND OFFSITE DISPOSAL OF ANY AND ALL MATERIAL (SOIL, ROCK, VEGETATION, ETC.) THAT IS NOT SUITABLE FOR USE IN THE PROJECT.</div></div></div><div><div><div>17.</div><div>PRIOR TO THE COMMENCEMENT OF WORK, THE CONTRACTOR SHALL INITIATE A MEETING WITH THE OWNER AND ENGINEER TO SPECIFICALLY IDENTIFY EXISTING LANDSCAPING AND VEGETATION THAT WILL BE EITHER REMOVED, PRESERVED, OR RELOCATED WITHIN THE WORK SITES. THE CONTRACTOR SHALL BE FINANCIALLY RESPONSIBLE FOR ANY AND ALL UNAUTHORIZED LANDSCAPE REMOVAL OR DAMAGE.</div></div></div></div></div> <div><div><div>PLANTING SPECIFICATIONS:</div><div><div><div>1.</div><div>THE FOLLOWING STIPULATIONS APPLY TO ALL OF THE PLANTING ZONES:</div></div></div><div><div><div>2.</div><div>THE CONTRACTOR SHALL SUBMIT AS-BUILT TOPOGRAPHY OF THE PLANTING AREA PRIOR TO INSTALLATION OF THE PLANT MATERIAL.</div></div></div><div><div><div>3.</div><div>THE CONTRACTOR SHALL INSTALL THE PLANT MATERIAL AFTER LEE COUNTY HAS GIVEN THE APPROVAL TO PROCEED WITH THE PLANTINGS.</div></div></div><div><div><div>4.</div><div>SUBSTITUTIONS TO THE PLANT LISTS MAY BE MADE AFTER REVIEW AND APPROVAL BY LEE COUNTY.</div></div></div><div><div><div>5.</div><div>THE PLANTINGS MAY BE CLUSTERED IN ORDER TO MIMIC NATURAL CONDITIONS.</div></div></div><div><div><div>6.</div><div>EACH PLANTING ZONE SHALL INCLUDE A MINIMUM OF THREE OF THE LISTED SPECIES.</div></div></div><div><div><div>7.</div><div>AN 80 PERCENT SURVIVAL RATE OF PLANTED MATERIAL SHALL BE GUARANTEED FOR 1 YEAR.</div></div></div></div></div> <div><div><div>CONSTRUCTION SPECIFICATIONS:</div><div><div><div>1.</div><div>PRIOR TO NOTICE TO PROCEED, THE CONTRACTOR WILL BE REQUIRED TO PRESENT A DETAILED SCHEDULE WITH SEQUENCE OF EVENTS TO THE COUNTY AND ENGINEER FOR REVIEW AND APPROVAL.</div></div></div><div><div><div>2.</div><div>TEMPORARY ON-SITE STORAGE OR STAGING AREAS REQUIRE REVIEW AND APPROVAL FROM LEE COUNTY PRIOR TO USE BY THE CONTRACTOR.</div></div></div><div><div><div>3.</div><div>THE TOP FOOT OF THE SPOIL ISLANDS, SHALL BE CONSTRUCTED OF CLEAN MATERIAL SUITABLE FOR PLANTING AND SUSTAINING THE PROPOSED PLANTINGS.</div></div></div><div><div><div>4.</div><div>THE CONTRACTOR SHALL MAINTAIN SUFFICIENT EROSION CONTROL MEASURE TO PREVENT TURBIDITY OUTSIDE OF THE IMMEDIATE WORK AREA SHOWN IN THE PLANS. FLOATING TURBIDITY CURTAINS PLACED IMMEDIATELY ADJACENT TO THE CONSTRUCTION AREA TO BE EXPECTED AT A MINIMUM. IF THE COUNTY DETERMINES THAT THE EROSION CONTROL METHODS ARE NOT WORKING SATISFACTORILY, THE CONTRACTOR SHALL TAKE WHATEVER MEASURES ARE NECESSARY TO CORRECT THE PROBLEM TO THE COUNTY'S SATISFACTION.</div></div></div><div><div><div>5.</div><div>THE CONTRACTOR IS RESPONSIBLE TO RESTORE TO ORIGINAL OR BETTER CONDITION AND CORRECT (AT HIS EXPENSE) ANY DAMAGE CAUSED BY HIS (OR HIS SUB CONTRACTOR'S) CONSTRUCTION ACTIVITIES.</div></div></div><div><div><div>6.</div><div>THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING TRAFFIC AND USAGE OF THE EXISTING STREETS ADJACENT TO THE PROJECT. ALL TRAFFIC MAINTENANCE CONTROL SHALL BE IN ACCORDANCE WITH THE FLORIDA MANUAL OF TRAFFIC CONTROL AND SAFE PRACTICES.</div></div></div><div><div><div>7.</div><div>THE CONTRACTOR WILL NOT BE ALLOWED TO ALTER THE WATER ELEVATION WITH THE LAKE DURING CONSTRUCTION. THIS WILL REQUIRE WORKING IN WET/SUBMERGED CONDITIONS.</div></div></div><div><div><div>8.</div><div>WHEN GRADING SPOIL ISLANDS TO THE DESIRED LITTORAL ZONE ELEVATION, THE PROPOSED SLOPING WILL VARY. THE PROPOSED SLOPE SHALL BE THAT WHICH IS NATURALLY FORMED BY THE GRADING PROCESS.</div></div></div></div></div>

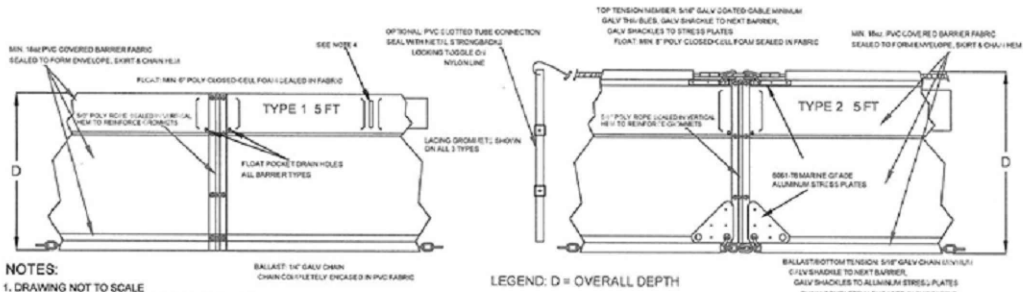


- NOTES:
1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAY. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.
 2. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.
 3. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.
 4. WHEN USING PAVED ROADWAY, STREET SWEEPING SHALL BE REQUIRED WHEN SEDIMENT GOES ONTO PAVEMENT.

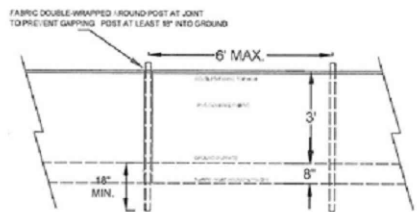
TEMPORARY CONSTRUCTION ENTRANCE DETAIL



R E V I S I O N S				AIM ENGINEERING & SURVEYING, INC. DANIEL SCHROEDER, P.E.# 78646 2161 FOWLER ST. FORT MYERS, FL. 33901 CERT. OF AUTHORIZATION NO. 3114	LAKES REGIONAL PARK LITTORAL ZONE PROJECT			VEGETATIVE CONTAINMENT AREA DETAIL	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		C-25
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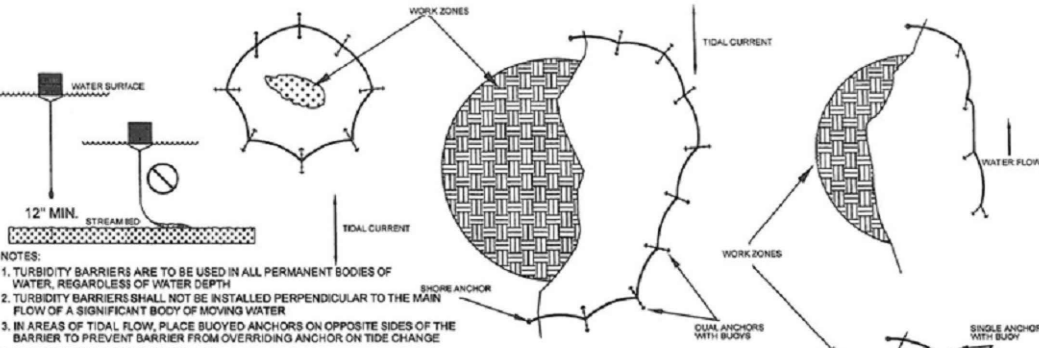
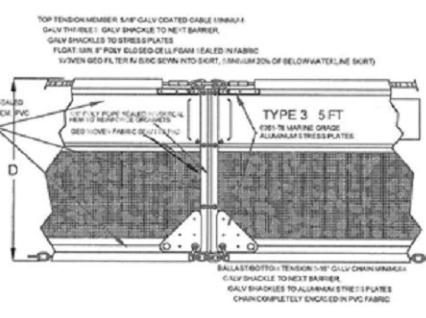


- NOTES:
1. DRAWING NOT TO SCALE
 2. BARRIER MUST HAVE A MINIMUM 4" FREEBOARD
 3. FLOATS, LACING GROMMET STRIP AND BALLAST CHAIN SEALED IN BARRIER FABRIC
 4. VERTICAL SEALS BETWEEN FLOAT SEGMENTS
 5. OVERALL DEPTH TO BE SPECIFIED BY ENGINEER
 6. BARRIER TYPE AND DEPTH TO BE IMPRINTED ON FLOAT, MIN. 2 IN LETTERING
 7. 18 OZ. PVC COVERED BARRIER FABRIC MINIMUM
 8. CONNECTIONS BY LACING GROMMETS, SLOTTED TUBE OR UNIVERSAL ALUMINUM CONNECTOR
 9. FLotation SIZED FOR SKIRT DEPTHWEIGHT



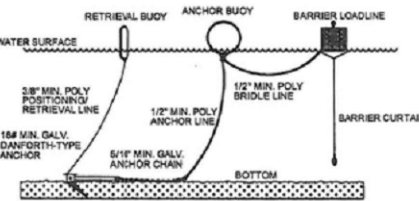
STAKED TURBIDITY BARRIER

LEGEND: D = OVERALL DEPTH



- NOTES:
1. TURBIDITY BARRIERS ARE TO BE USED IN ALL PERMANENT BODIES OF WATER, REGARDLESS OF WATER DEPTH
 2. TURBIDITY BARRIERS SHALL NOT BE INSTALLED PERPENDICULAR TO THE MAIN FLOW OF A SIGNIFICANT BODY OF MOVING WATER
 3. IN AREAS OF TIDAL FLOW, PLACE BUOYED ANCHORS ON OPPOSITE SIDES OF THE BARRIER TO PREVENT BARRIER FROM OVERRIDING ANCHOR ON TIDE CHANGE
 4. DO NOT ANCHOR FROM BOTTOM HEM
 5. BARRIER MUST MAINTAIN A MINIMUM 4 INCH FREEBOARD
 6. ANCHOR SPACING NORMALLY 100 FT, MAY NEED 50 FT SPACING OR LARGER ANCHORS IN AREAS OF HIGHER CURRENT
 7. SHORE ANCHORS SHALL BE OF SUFFICIENT SIZE, WITH DEADMAN, IF NEEDED
 8. KEEP CHAIN HEM MINIMUM 1 FT OFF BOTTOM AT LOW TIDE
 9. DESIGN OF BARRIER AND ANCHOR SYSTEMS SHALL BE IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS THAT MEET OR EXCEED THIS FOOT STANDARD
 10. LIGHTED BUOYS SHALL BE USED TO MEET REGULATORY STANDARDS
 11. FOR ADDITIONAL INFORMATION SEE SECTION 104 OF STANDARD SPECIFICATIONS.

ANCHOR SYSTEM



NOTE: CONTRACTOR SHALL USE FLOATING TURBIDITY BOOMS FOR DEBRIS CONTAINMENT.

REVISIONS				AIM ENGINEERING & SURVEYING, INC. DANIEL SCHROEDER, P.E.# 78646 2161 FOWLER ST. FORT MYERS, FL. 33901 CERT. OF AUTHORIZATION NO. 3114	LAKES REGIONAL PARK LITTORAL ZONE PROJECT			EROSION CONTROL	SHEET NO. C-26
DATE	DESCRIPTION	DATE	DESCRIPTION		PROJECT NO.	COUNTY	AIM PROJECT NO.		
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TECHNICAL SPECIFICATIONS – LAKES REGIONAL PARK LITTORAL ZONE PROJECT

ALL MATERIALS, MEANS AND CONSTRUCTION METHODS SHALL CONFORM TO THE LATEST EDITION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION AND ANY SUPPLEMENTAL SPECIFICATION THEREOF, EXCEPT AS AMENDED HEREIN.

1. SCOPE OF WORK

THIS PROJECT INVOLVES THE CLEARING, EXCAVATION AND GRADING OF 51 SPOIL ISLANDS LOCATED IN THE SOUTHERLY PORTION OF LAKES REGIONAL PARK, IMPORTING TOPSOIL EMBANKMENT AND PLANTING WITH HERBACEOUS LITTORAL PLANTINGS, LARGE TREES TO CREATE WETLAND LITTORAL ZONES AS SHOWN ON THE PLANS. THE EXCAVATED MATERIAL SHALL BE USED TO FILL LAKE SLOPES AND SHAPE THE ISLAND PLANTING LITTORAL ZONES. THE WORK COVERED BY THIS SECTION CONSISTS OF FURNISHING ALL LABOR, EQUIPMENT, SUPPLIES, MATERIALS, TRANSPORTATION, FUEL, POWER AND WATER, AND PERFORMING ALL OPERATIONS IN CONNECTION WITH CLEARING, EXCAVATING, GRADING, TOPSOIL EMBANKMENT, PLANTING, TRANSPORTING TO CREATE WETLAND LITTORAL ZONES AND PROVIDING ENVIRONMENTAL PROTECTION WITH CONTAINMENT MEASURES TO MEET THE REQUIREMENTS OF THESE TECHNICAL SPECIFICATIONS AND THE PERMITS.

THE WORK AREAS ARE LOCATED WITHIN LAKE REGIONAL PARK, LEE COUNTY, FLORIDA. STRINGENT TURBIDITY AVOIDANCE AND CONTROL REQUIREMENTS, OUTLINED IN THE CONTRACT PLANS AND PERMITS, SHALL BE MET.

THIS WORK SHALL COMPLETED ACCORDING TO THE CONTRACT DOCUMENTS WITHIN THE CONTRACT TIME AND WITHIN COMPLIANCE WITH THE CONDITIONS OF THE FEDERAL, STATE AND LOCAL PERMITS. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, PROCEDURES, LAY OUT, AND SEQUENCE OF THE WORK EXCEPT AS SET FORTH IN SECTION "ORDER OF WORK." THE CONTRACTOR SHALL COORDINATE WITH AGENCIES INSPECTING THE WORK AND ENGINEERING FIELD OBSERVERS OF THE WORK BY PROVIDING A SUPPORT BOAT AND OPERATOR TO TAKE PERSONNEL TO AND FROM THE EXCAVATION / EMBANKMENT AREAS.

2. SUBMITTALS

WORK PLAN: PRIOR TO COMMENCEMENT OF WORK THE CONTRACTOR SHALL SUBMIT TO THE COUNTY AND ENGINEER 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 AND RESTORATION, STAGING / STORAGE SITES, ACCESS AND RESTORATION, EXCAVATION METHODS, TURBIDITY CONTROLS, QUALITY CONTROL PLAN, HAUL ROUTES, STORM EMERGENCY PLAN, ENVIRONMENTAL PROTECTION PROVISIONS AND SECURITY PLAN.

ADMINISTRATIVE RECORDS:

MONTHLY REPORT OF OPERATIONS: IN ADDITION TO DAILY REPORTS, THE CONTRACTOR SHALL PREPARE AND SUBMIT A MONTHLY REPORT OF OPERATIONS FOR EACH MONTH'S WORK TO THE COUNTY AND ENGINEER. 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 AND ENGINEER. INFORMATION REQUIRED IN THESE REPORTS SHALL INCLUDE PRODUCTION VOLUMES, RATES, AND TOTALS; FILL SEGMENTS COMPLETED; EXCAVATION AREAS COMPLETED; SUMMARY OF DOWNTIME AND REASONS; SUMMARY OF ACCESSORY WORK COMPLETED SUCH AS VEGETATION REMOVAL; SUMMARY OF COMPLIANCE WITH ENVIRONMENTAL PROTECTION MEASURES; AND SUMMARY OF ANY PERMIT VIOLATIONS AND CORRECTIVE MEASURES TAKEN TO ADDRESS THE SAME.

3. 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 AND ENGINEER PRIOR TO INITIATION OF THE SPECIFIC WORK ACTIVITY.

- (1)PRE-CONSTRUCTION MATTERS

(2)MOBILIZATION, M.O.T. AND SURVEY

(3)STAGING AREAS

(4)TURBIDITY CONTROLS AND EROSION CONTROL

(5)CLEARING AND GRUBBING
- (6) CONTAINMENT DEBRIS BOOMS

(7) EXCAVATION, GRADING & TOPSOIL EMBANKMENT

(8) PLANTING WETLAND LITTORAL ZONES

(9) DEMOBILIZATION AND FINAL SURVEY

4. PAYMENT

MOBILIZATION AND DEMOBILIZATION: PAYMENT FOR THE COST OF MOBILIZATION AND DEMOBILIZATION MATERIALS AND WORK, INCLUDING CONSTRUCTION AND MAINTENANCE OF THE STAGING AREA, LAUNCH SITE, CONSTRUCTION ACCESS, AND RESTORATION, IS INCLUDED IN THIS CONTRACT. SITE PREPARATION WILL BE ASSUMED TO BE 60% OF THIS ITEM AND SITE RESTORATION THE REMAINING 40%. NO PAYMENT WILL BE MADE UNTIL THE COUNTY HAS APPROVED THE SITE. PAYMENT SHALL BE MADE IN ACCORDANCE WITH THE CONTRACT, AND ALL APPROPRIATE COSTS IN CONNECTION THEREWITH OR INCIDENTAL THERETO SHALL BE INCLUDED IN THE CONTRACT LUMP SUM PRICE FOR "MOBILIZATION AND DEMOBILIZATION" BID ITEM (INCLUDING CONSTRUCTION AND MAINTENANCE OF THE CONTAINMENT SYSTEM). THE CONTRACTOR SHALL INCLUDE A PRE-CONSTRUCTION VIDEO OF THE AREAS TO BE DISTURBED AND SUBMIT A COPY TO THE COUNTY PRIOR TO START OF CONSTRUCTION.

A CHAIN LINK FENCE SHALL BE CONSTRUCTED AROUND THE STAGING AREA AND INSTALLED TO THE LAKE WATER LINE AS TO NOT ALLOW OPPORTUNITIES FOR PUBLIC TO ACCESS TO THE STAGING OR CONSTRUCTION AREA. AS LAKES REGIONAL PARK IS AN ACTIVELY USED FACILITY BY THE PUBLIC, THE CONTRACTOR SHALL AVOID ENGAGING THE PUBLIC DURING CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL PROVIDE AND INSTALL EDUCATIONAL SIGNS THAT NOTIFY THE PUBLIC OF THE CONSTRUCTION ACTIVITIES BEING CONDUCTED. DUE TO THE FARMER'S MARKET ACTIVITIES, THE CONTRACTOR SHALL AVOID CONSTRUCTION TRAFFIC BETWEEN 7:00 AM AND 2:00 PM ON WEDNESDAYS DURING THE MONTHS OF OCTOBER THROUGH APRIL. PRIOR TO NOTICE TO PROCEED, THE CONTRACTOR WILL BE REQUIRED TO PRESENT A DETAILED SCHEDULE WITH SEQUENCE OF EVENTS TO THE COUNTY AND ENGINEER FOR REVIEW AND APPROVAL. TEMPORARY ON-SITE STORAGE OR STAGING AREAS REQUIRE REVIEW AND APPROVAL FROM LEE COUNTY PRIOR TO USE BY THE CONTRACTOR.

MAINTENANCE OF TRAFFIC: PAYMENT SHALL BE MADE FOR THE MAINTENANCE OF TRAFFIC AROUND THE CONSTRUCTION SITE AND ALONG THE ROUTE TO AND FROM THE CONSTRUCTION SITE, INCLUDING MATERIALS AND WORK TO SAFELY HANDLE TRAFFIC CONDITIONS IN ACCORDANCE WITH FDOT STANDARDS AND REQUIREMENTS. THE MAINTENANCE OF TRAFFIC PLAN FOR THE PROTECTION OF PEDESTRIANS, VEHICULAR DRIVERS AND BOATERS SHALL BE PREPARED AND SUBMITTED PRIOR FOR APPROVAL PRIOR TO ANY WORK. 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 "MAINTENANCE OF TRAFFIC" BID ITEM.

EROSION CONTROL PROGRAM: THE EROSION CONTROL PROGRAM ITEM INCLUDES PLAN PREPARATION, NPDES PERMITTING AND ENVIRONMENTAL PROTECTION MEASURES: PAYMENT SHALL BE MADE FOR MATERIALS AND WORK SPECIFIED IN CONNECTION WITH SEDIMENT & EROSION CONTROL PLAN, PERMITTING, INCLUDING INSTALLATION AND MAINTENANCE OF TURBIDITY CONTROLS; BEST MANAGEMENT PRACTICES; IMPLEMENTING STATE AND FEDERAL ENDANGERED AND THREATENED SPECIES PROTECTION CONDITIONS; IMPLEMENTING HABITAT AND RESOURCE PROTECTION MEASURES, PERMITS, PROTECTION MEASURES; ENVIRONMENTAL PERMIT COMPLIANCE; 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 LUMP SUM PRICE FOR "EROSION CONTROL PROGRAM" BID ITEM.

INCLUDED IN THE EROSION CONTROL PROGRAM IS WATER QUALITY MONITORING & TESTING FOR TURBIDITY. SEPARATE PAYMENT SHALL NOT BE MADE FOR MATERIALS AND WORK SPECIFIED IN CONNECTION WITH WATER QUALITY MONITORING & TESTING FOR TURBIDITY AND ALL OTHER APPROPRIATE COSTS IN CONNECTION THEREWITH ARE CONSIDERED INCIDENTAL THERETO; WHICH SHALL ALSO INCLUDE ALL OTHER ITEMS OF COST REQUIRED BY THE CONTRACT FOR WHICH A SEPARATE PAYMENT IS NOT PROVIDED HEREIN.

IF THE COUNTY DETERMINES THAT THE EROSION CONTROL METHODS ARE NOT WORKING SATISFACTORILY, THE CONTRACTOR SHALL TAKE WHATEVER MEASURES ARE NECESSARY TO CORRECT THE PROBLEM TO THE COUNTY'S SATISFACTION.

SURVEYING: PAYMENT SHALL BE MADE FOR THE COST OF SURVEYS BY A PROFESSIONAL SURVEYOR AND MAPPER TO PERFORM THE CONSTRUCTION LAYOUT AND THE POST-CONSTRUCTION SURVEY OF ALL WETLAND LITTORAL ZONES CREATED BY CONSTRUCTION AT THE LUMP SUM PRICE FOR THE "SURVEYING" BID ITEM. THE CONSTRUCTION LAYOUT SURVEY SHALL INCLUDE WATER LEVEL BOARDS AT THREE WELL-SPACED LOCATIONS TO AID CONSTRUCTION AND INSPECTION OF THE WORK AND SUBMITTAL OF TWO (2) SETS OF THE SIGNED AND SEALED RECORD SURVEYS CONSISTING OF A CONTROLLED AERIAL SURVEY ALONG WITH TOPOGRAPHIC ELEVATIONS SHOTS ON EACH ISLAND. FINAL PAYMENT WILL NOT BE MADE TO THE CONTRACTOR UNTIL HE HAS FURNISHED THE RECORD DRAWINGS AND POST CONSTRUCTION SURVEY, SIGNED AND SEALED BY THE REGISTERED PROFESSIONAL SURVEYOR AND MAPPER (P.S.M.), HAVE BEEN SUBMITTED TO THE OWNER'S REPRESENTATIVE AND APPROVED. AN AUTOCADD .DWG FILE SHALL BE INCLUDED WITH THE SIGNED AND SEALED SURVEYS.

CLEARING: PAYMENT SHALL BE MADE FOR MATERIALS AND WORK SPECIFIED IN CONNECTION WITH CLEARING AND GRUBBING FOR THE REMOVAL AND OFFSITE DISPOSAL OF TREE/VEGETATION MATERIAL 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 "LUMP SUM" PRICE FOR THE "CLEARING AND GRUBBING" BID ITEM.

EARTHWORK (GRADING) & TOPSOIL EMBANKMENT: PAYMENT SHALL BE MADE FOR MATERIALS AND WORK SPECIFIED IN CONNECTION WITH EXCAVATION, GRADING, TOPSOIL EMBANKMENT, REMOVAL, SEPARATION, DISPOSAL OF ANY DEBRIS ENCOUNTERED WHILE EXCAVATING, CLEARING 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 LUMP SUM PRICE FOR "EARTHWORK" BID ITEM.

LANDSCAPING (PLANTING): PAYMENT SHALL BE MADE FOR MATERIALS AND WORK SPECIFIED IN CONNECTION WITH LITTORAL AND TREE PLANTING OF THE CREATED WETLAND LITTORAL ZONES AS SHOWN ON THE PLANS 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 "EACH" PRICE FOR THE "LANDSCAPING" BID ITEM. THE CONTRACTOR SHALL FURNISH RECEIPTS FOR PLANT PURCHASE AND DELIVERY TO THE SITE.

CONTRACTOR SHALL VERIFY WITH LEE COUNTY PARKS & RECREATION STAFF AS WELL AS THE ENGINEER THE, SPECIES SELECTION, AND PLANT SPACING/ORIENTATION PRIOR TO INSTALLATION. THE CONTRACTOR SHALL SUBMIT AS-BUILT TOPOGRAPHY OF THE PLANTING AREA PRIOR TO INSTALLATION OF THE PLANT MATERIAL. THE CONTRACTOR SHALL INSTALL THE PLANT MATERIAL AFTER LEE COUNTY HAS GIVEN THE APPROVAL TO PROCEED WITH ANY PLANTINGS. SUBSTITUTIONS, IF ANY, TO THE PLANT LISTS SHALL REVIEWED AND APPROVED BY LEE COUNTY. THE PLANTINGS MAY BE CLUSTERED IN ORDER TO MIMIC NATURAL CONDITIONS. EACH PLANTING ZONE SHALL INCLUDE A MINIMUM OF THREE OF THE LISTED SPECIES. AN 80 PERCENT SURVIVAL RATE OF PLANTED MATERIAL IS REQUIRED AND SHALL BE GUARANTEED FOR A ONE (1) YEAR PERIOD.

RIP-RAP (RUBBLE): PAYMENT SHALL BE MADE FOR MATERIALS AND WORK SPECIFIED IN CONNECTION WITH DOUBLE LAYER APPROXIMATELY 8" DIAMETER RIP-RAP RUBBLE USED FOR EROSION CONTROL 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 "SQUARE FOOT" PRICE FOR THE "RIP-RAP (RUBBLE)" BID ITEM. THIS IS AN "IF REQUIRED" ITEM THAT MAY OR MAY NOT BE NECESSARY FOR THE WORK. PRIOR AUTHORIZATION IS REQUIRED FOR THE ORDERING, DELIVERY, AND PLACEMENT OF THIS ITEM.

5. WORK AREA

LIMITS OF CONSTRUCTION: ACCESS TO THE WORK IS THROUGH LAKES REGIONAL PARK, WHICH CONTAINS SENSITIVE ENVIRONMENTAL HABITATS SUCH AS GRASS BEDS, WETLAND VEGETATION, ETC. THE CONTRACTOR SHALL AVOID THESE HABITATS AND SHALL BE RESPONSIBLE FOR ENVIRONMENTAL PROTECTION. ALL WORK SHALL BE CONFINED TO THE APPROXIMATE LIMITS OF THE SPOIL ISLANDS, SURROUNDING LAKE AREAS AND THE PARK SITE.

SECURITY: THE CONTRACTOR SHALL BE PERMITTED TO EXCLUDE THE PUBLIC FROM THE EXCAVATION WORK AREA AND OTHER AREAS AS NECESSARY TO PERFORM THE WORK AND TO OPERATE IN ACCORDANCE WITH LOCAL LAWS AND THE CONTRACT DOCUMENTS. ENFORCEMENT SHALL BE THE CONTRACTOR'S RESPONSIBILITY AT NO ADDITIONAL COST TO THE COUNTY.

CONSTRUCTION ACCESS: THE CONSTRUCTION LIMITS AND EXCAVATION LIMITS AVAILABLE TO THE CONTRACTOR FOR ACCOMPLISHING THE WORK HEREIN ARE SHOWN ON THE CONTRACT PLANS. THE PARK IS AVAILABLE FOR THE PURPOSE OF ACCESS, STAGING, AND OFF LOADING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH PARK REPRESENTATIVES FOR THESE NEEDS.

A WRITTEN AGREEMENT SHALL BE REQUIRED BETWEEN THE PARK REPRESENTATIVES AND THE CONTRACTOR OF ANY SPECIAL PROVISIONS FOR USE OF THE PARK AND PROCESSING THE WORK. A COPY OF THE AGREEMENT SHALL BE PROVIDED TO THE ENGINEER AND THE COUNTY PRIOR TO THE START OF WORK. THE CONTRACTOR SHALL SUBMIT A CONSTRUCTION ACCESS PLAN AND CONSTRUCTION ACCESS RESTORATION PLAN. 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 PLANTS OR EQUIPMENT. THE CONTRACTOR MUST CONTROL NOISE AND MUST CONTROL WIND-BLOWN SAND, SILT AND DUST WHILE USING THE ACCESS. THE CONTRACTOR IS RESPONSIBLE FOR PREPARATION AND RESTORATION OF THE ACCESS. 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 AND ENGINEER. ALL CONSTRUCTION AREAS SHALL BE RESTORED TO PRE-CONSTRUCTION CONDITIONS, OR BETTER AS PART OF DEMOBILIZATION. ALL PERMITS OR SURVEYS NECESSARY TO RENDER THE CONSTRUCTION ACCESS ARE SOLELY THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN.

6. BEST MANAGEMENT PRACTICES

EROSION AND TURBIDITY CONTROLS: THE CONTRACTOR SHALL IMPLEMENT THE REQUIRED BEST MANAGEMENT PRACTICES FOR EROSION AND TURBIDITY CONTROLS IN ACCORDANCE WITH THE DEP PERMIT. TURBIDITY MONITORING: THE CONTRACTOR SHALL CONDUCT THE REQUIRED TURBIDITY MONITORING IN ACCORDANCE WITH THE DEP PERMIT.

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.

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<p>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 AND ENGINEER. RESTORATION, REPAIR, OR REPLACEMENT OF THE STRUCTURE SHALL BE AT THE CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE COUNTY AND ENGINEER.</p> <p>7. EXCAVATION AND DISPOSAL GENERAL: IT IS THE PRIMARY INTENT OF THE EXCAVATION TO REMOVE AND GRADE 51 SPOIL ISLANDS WITHIN THE LAKES REGIONAL PARK AS SHOWN ON THE PLANS.</p> <p>IT IS ANTICIPATED THAT EXCAVATORS, BULL DOZERS, AND BARGES SHALL DO THE WORK. ALL EXCAVATION SHALL BE PERFORMED WITHIN THE LIMITS OF THE EXCAVATION CUT SHOWN ON THE CONTRACT PLANS AND PERMITS. ALL EXCAVATION SHALL BE PERFORMED WITHIN THE WORK AREA AS DEPICTED ON THE CONTRACT PLANS AND PERMITS. ANY DAMAGES TO PRIVATE OR PUBLIC PROPERTY RESULTING FROM THE CONTRACTOR'S OPERATIONS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. 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 RUBBISH DEBRIS BE ENCOUNTERED DURING EXCAVATION, THE CONTRACTOR SHALL REMOVE THE RUBBISH DEBRIS AND DISPOSE OF IT IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL REGULATIONS.</p> <p>NONCONFORMING WORK: NO EXCAVATION SHALL OCCUR BELOW THE PERMITTED DREDGING DEPTH OR OUTSIDE THE PERMITTED DREDGING LIMITS DEFINED IN THE CONTRACT PLANS AND PERMITS OTHER THAN ALLOWANCE FOR TOPSOIL EMBANKMENT. THIS PROVISION DOES NOT APPLY TO THE SLOPES OF THE EXCAVATION CUT; THAT IS, THE CONTRACTOR WILL NOT BE HELD RESPONSIBLE FOR SEDIMENT RUNNING FROM OUTSIDE THE EXCAVATION AREA WHEN THEY ARE EXCAVATING AT AN EDGE. 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. A TOLERANCE OF 0.25 FEET WILL BE ALLOWED FROM PLAN ELEVATIONS. STATE AND FEDERAL TURBIDITY AND WATER QUALITY STANDARDS SHALL BE MET.</p> <p>8. CLEARING AND GRUBBING PRIOR TO THE COMMENCEMENT OF WORK, THE CONTRACTOR SHALL INITIATE A MEETING WITH THE OWNER AND ENGINEER TO SPECIFICALLY IDENTIFY EXISTING LANDSCAPING AND VEGETATION THAT WILL BE EITHER REMOVED, PRESERVED, OR RELOCATED WITHIN THE WORK SITES. THE CONTRACTOR SHALL BE FINANCIALLY RESPONSIBLE FOR ALL UNAUTHORIZED LANDSCAPING REMOVAL OR DAMAGE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTAINMENT AND DISPOSAL OF ALL MATERIAL (I.E. SPOIL & VEGETATION) EXCAVATED OR REMOVED WITHIN THE PROJECT BOUNDARIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TREE, VEGETATION, AND DEBRIS REMOVAL AND OFFSITE DISPOSAL OF ALL MATERIALS NOT SUITABLE FOR USE IN THE PROJECT.</p> <p>CLEARING AND GRUBBING OF THE APPLICABLE WORK SITES SHALL CONSIST OF THE COMPLETE REMOVAL AND PROPER 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. 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 AND ENGINEER FOR UNUSUAL CASES.</p> <p>TIMBER, STUMPS, BRUSH, ROOTS, RUBBISH, AND OTHER OBJECTIONABLE MATERIAL RESULTING FROM CLEARING AND GRUBBING SHALL BE DISPOSED OF BY THE CONTRACTOR AT AN APPROVED OFF-SITE LOCATION, AND BY METHODS APPROVED BY THE COUNTY AND ENGINEER, 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 <u>IS NOT PERMITTED</u> ON THIS PROJECT. WATERWAYS SHALL NOT BE BLOCKED BY THE DISPOSAL OF DEBRIS.</p> <p>9. ENVIRONMENTAL PROTECTION 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.</p> <p>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.</p> <p>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 AND ENGINEER. TREES DAMAGED BEYOND RESTORATION SHALL BE REMOVED AND DISPOSED OF BY THE CONTRACTOR IN A MANNER APPROVED BY THE COUNTY AND ENGINEER. 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 AND ENGINEER. THE SIZE AND QUALITY OF NURSERY-GROWN TREES SHALL ALSO BE APPROVED BY THE COUNTY AND ENGINEER. 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.</p> <p>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 THAT 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 DRIP LINE OF ANY PROTECTED TREE. 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.</p> <p>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.</p> <p>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 AND ENGINEER. 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.</p> <p>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 AND ENGINEER. THE STAGING / STORAGE AREAS SHALL BE RESTORED BY THE CONTRACTOR TO PRE-EXISTING CONDITIONS.</p> <p>SPILLAGE: SPECIAL MEASURES SHALL BE TAKEN BY THE CONTRACTOR TO PREVENT BILGE PUMPAGE OR EFFLUENT, CHEMICALS, FUELS, OILS, GREASES, BITUMINOUS MATERIALS, WASTE WASHING, HERBICIDES AND INSECTICIDES, AND CONCRETE DRAINAGE FROM ENTERING PUBLIC WATERS.</p> <p>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.</p> <p>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 DEP AND USACE.</p>								
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