

INVITATION TO BID

WEST COAST INLAND NAVIGATION DISTRICT

200 East Miami Avenue
 Venice, FL 34285

ADVERTISED DATE 10/17/2024	TITLE Punta Rassa Boat Ramp Dredging Lee County, Florida	PROJECT NO. 2025-01	CLOSING DATE & TIME Nov. 22, 2024 at 2:00pm
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PRE-BID DATE, TIME AND LOCATION:
 A pre-bid meeting and site visit will be coordinated by WCIND and Lee County at 15001 Punta Rassa Road, Fort Myers, FL. On Nov 7, 2024 at 11:00 am. Participation is not mandatory but is encouraged

NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL	IF SUBMITTING "NO BID", STATE REASON IN THIS SPACE
MAILING ADDRESS	
OWNER-STATE-ZIP	
PH:	
FX:	EMAIL:
	WEB ADDRESS:

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Bidder. In submitting a bid to the West Coast Inland Navigation District, the Bidder offers to be bound by the terms of the Contract included herein upon Notice of Award.

AUTHORIZED SIGNATURE	DATE	PRINTED NAME/TITLE
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Please initial by all that apply
 I acknowledge receipt of the following addendum

Addendum #1
 Addendum #2
 Addendum #3
 Addendum #4

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NOTICE TO CONTRACTORS

Sealed bids will be accepted at the Office of the West Coast Inland Navigation District (WCIND) at 200 East Miami Avenue, Venice, FL 34285 for the furnishing of:

Punta Rassa Boat Ramp Dredging

for the West Coast Inland Navigation District until 2:00 P.M. Local Time, November 22, 2024, at which time and place all bids received will be opened. Any bids received after the time and date specified will not be considered.

A PRE-BID CONFERENCE will be held on November 7, 2024 at 11:00 A.M. at 15001 Punta Rassa Road, Ft. Myers, FL.

Bids shall remain in force for ninety (90) days after the opening. Bidders must be licensed to do business in the State of Florida.

Project Description

The Work consists of furnishing all labor, materials, equipment, and performing all tasks necessary for the following:

1. Dredging the area immediately adjacent to the Punta Rassa boat ramp, estimated maximum amount of 1,100 cy. Purpose of the dredging is to uncover the concrete skirt of the boat ramp as well as the armor mat at the toe of the ramp to inspect for damage. Dredging must be performed using hydraulic means via a hand-held dredge or other small hydraulic dredge platform due to the shallow depth of project area and a desire to limit potential damage to the ramps structure itself. Material will be pumped into containerized trucks and transported for placement on the adjacent Sanibel Causeway.

INSTRUCTIONS TO BIDDERS

GENERAL:

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

PROJECT:

All state and federal permits have been issued and are included with the Contract Documents. Bidders are to rely on the Contract Drawings provided as part of this set of Contract Documents to prepare and submit their bids.

OWNER:

Lee County Board of County Commissioners, 1500 Monroe St, Ft. Myers, FL 33902.

AGENT:

West Coast Inland Navigation District (WCIND), 200 East Miami Avenue, Venice, FL 34285.

CONDITIONS AFFECTING THE WORK:

The Work involves dredging area immediately adjacent to the Punta Rassa boat ramp to design depth of permitted channel/ramp. Work area is shown in Figure A. Most recent hydrographic survey shown in Figure B. Original design specs shown in Figure C. Shoaling is the result of hurricane Ian, Debby and prolonged construction activities in and around the boat ramp area. Area available to the contractor adjacent to the ramp for staging and work is shown in Figure D. Spoil shall be placed into sealed, containerized, or similar trucks such that no sediment returns to the marine environment in accordance with permit conditions. Final placement of material will be on an upland site located on the adjacent Sanibel causeway islands as directed by FLDOT and Lee County as shown in Figure E.

The Work also includes any turbidity, erosion control protections and necessary construction of dewatering cells if needed during the length of the project. The project site is subject to currents, tides, waves and boat traffic which can be significant at times. Bidders are encouraged to visit the site to gain familiarity with the site conditions and local environment, examine the Drawings, Specifications, Proposal, and Contract forms and take such steps as may be necessary to ascertain the nature and location of the Work and the general and local conditions which can affect the Work or the cost thereof. Failure to do so will not relieve Bidders from responsibility for estimating properly the difficulty or cost of successfully performing the work. The AGENT will consider alternate methodologies other than as provided, as long as they follow the provided permit documents. Figure F is the original Permit conditions.

Work shall be completed no later than February 1st, 2025. Work shall commence no sooner than December 15, 2024. Work hours/day are at the discretion of the contractor, with approval of proposed days hours by AGENT.

Punta Rassa Boat Ramp is a 4 lane boat ramp. Order of work shall leave one half of the ramp open and unobstructed for emergency response/County use for the duration of the project.

BIDDING DOCUMENTS:

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

- Bid Form
- No Bid
- Notice to Contractors
- Instructions to Bidders
- Subcontractor Statement
- Bid Schedule

- Bidder's Statement of Qualification
- Bidder's Questionnaire
- Bidder's Declaration of Understanding
- Contract
- Florida Performance & Payment Bond
- General Conditions
- Supplementary Conditions to General Conditions
- Technical Specifications
- Permits
- Contract Drawings

ADDENDA:

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

Each Bidder shall examine the Bidding Documents carefully and, not later than seven (7) calendar days prior to the date for receipt of bids, shall make written request to the AGENT for interpretation or correction of any ambiguity, inconsistency or error therein which may be discovered. Any interpretation or correction will be issued as an Addendum by the AGENT. Only a written interpretation or correction by Addendum shall be binding. No Bidder shall rely upon any interpretation or correction given by any other method.

Not less than three (3) calendar days prior to the receipt of bids, Addenda will be e-mailed to each person or firm recorded by the AGENT as having received the Bidding Documents and will be available for inspection at the office of the AGENT. AGENT is not responsible for lack of notification if person or firm bidding on the Work received the bid documents from a third party.

PREPARATION OF BIDS:

Bids shall be submitted on the proposal forms furnished and submitted in a sealed envelope. The face of the envelope shall contain the name of the CONTRACTOR, the project title, and the date of the bid opening. Bids not submitted on the proper proposal forms may be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions may be rejected at the sole discretion of the owner. AGENT reserves the right to reject any and all bids at its discretion.

EXECUTION OF BID:

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

BIDDER'S REPRESENTATION:

Each Bidder by making their bid represents that they have read and understand the Bidding Documents and they have familiarized themselves with the local conditions under which the Work is to be performed.

SUBCONTRACTORS:

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

The Bidder will be required to establish to the satisfaction of the AGENT the reliability and responsibility of the proposed Subcontractors to furnish and perform the Work. If prior to the Notice of Award, the AGENT notifies the Bidder in writing that the AGENT, after due investigation, has reasonable and substantial objections to any person or organization on such list, and refuses in writing to accept such person or organization, the Bidder may, at his option, withdraw his bid without forfeiture of any bid security. If the Bidder submits an acceptable substitute with

an increase in his bid price to cover the difference in cost occasioned by such substitution, the AGENT may, at its discretion, accept the increased bid price or may disqualify the Bidder. Subcontractors and other persons and organizations proposed by the Bidder and accepted by the AGENT must be used on the Work for which they were proposed and accepted and shall not be changed except with the written approval of the AGENT.

CERTIFICATES AND LICENSES:

The CONTRACTOR shall provide notarized copies of all valid licenses and certificates required for the performance of the Work.

BIDDER'S UNDERSTANDING:

Prior to the submission of a Bid form, Bidder should examine the Contract Documents, is encouraged to visit the Work site, and fully inform themselves as to all existing conditions and limitations that affect the Work to be performed under this Contract.

Each Bidder must submit its Federal Employer Identification Number with its Bid.

Any erasures or other corrections in the Bid forms must be explained or noted over the signature of Bidder. Bid forms containing any conditions, omissions, unexplained erasures, alterations, or irregularities of any kind may be rejected by AGENT. In preparing the Bid, Bidder shall be advised of the following:

- Clearing and preparation of temporary and permanent spoil sites, dike construction, and vegetation protection will be the responsibility of the CONTRACTOR subject to prior approval of the AGENT.
- CONTRACTOR shall restore any load-out, temporary or permanent disposal sites to an original condition or other condition agreed upon by AGENT.
- The construction, maintenance and removal of any confined disposal facility used to de-water dredge material, including site restoration, will be CONTRACTOR's responsibility.

TYPE OF BID

The Bid for the Work is to be submitted on a lump sum or unit cost basis for the completion of the Work as accordingly described on the Bid Schedule included as part of this Invitation to Bid document.

ATTACHMENTS TO BID

Bidder shall complete and submit with their Bid, the following forms provided herein:

- Sworn Statement on Public Entity Crimes
- Preliminary Construction Plan

The record shall be submitted on the enclosed form entitled Qualifications and Experience of Bidder. Such experience record shall provide at least three current or recent projects of similar work, preferably in Florida. For each project, the following information shall be provided:

- Description and location of work
- Contract amount
- Dates work was performed
- Owner
- Name of owner's contact person and telephone number

Bidder shall complete and submit with their Bid a Preliminary Construction Plan that generally describes the means and methods that will be used to prepare the project area, layout Work, manage site control for dredging within the specified location and elevation limits, and placement of fill from the dredging in the specified locations and grade in a manner that meets the State of Florida's water quality standards and complies with state and federal permits.

The Plan shall include the use of turbidity curtains where needed to comply with permit conditions, and or any other temporary measures for management of the dredged material during dredging and disposal. This may include use of temporary geotextile containment systems, the material of which are to be removed upon project completion. The Preliminary Construction Plan shall be submitted on the enclosed form entitled Preliminary Construction Plan. At a minimum, the plan must address the following:

- Type of equipment to be used.
- Details of mechanical equipment to be used if all or part of Work is proposed to be done mechanically.
- Details of hydraulic dredging equipment to be used if all or part of Work is proposed to be done hydraulically. Specifications, including size (both intake and discharge inside diameter) and horsepower of hydraulic dredge demonstrating the dredge plant, boosters, and equipment have the capacity to complete the Project within the Contract Time, if proposed to be done hydraulically.
- Method for transporting dredged materials to the disposal site.
- Use of Areas for staging equipment and materials- the locations of available staging and access areas are included with the Contract Drawings as part of this Notice to Bidders' package.
- Method for controlling turbidity during transfer of spoil material to designated disposal area, such as use of turbidity barriers and silt fences etc.
- Specify plan for establishment of site and survey control for all Work including dredge areas, site restoration etc.
- Overall order of Work.
- Anticipated schedule and timing of substantial completion.
- Full listing of all Contractor Personnel with titles and contact information.

STAGING and ACCESS:

Refer to the Contract Drawings for potential locations for staging equipment and access to the project area. Bidders are encouraged to evaluate these areas and confirm use with AGENT.

SUBMISSION OF BIDS:

All Bids must be submitted not later than the time prescribed, at the place, and in the manner set forth in this Invitation to Bid. Bids must be submitted on the Bid forms provided herewith and submitted intact with the entire Section 1 (Bidding Requirements) along with an electronic copy on digital media.

The Bid must be submitted in a sealed envelope, so marked as to indicate Bidder's name and its contents without being opened, and addressed in conformance with the instructions in this Invitation to Bid.

MODIFICATION OR WITHDRAWAL OF BIDS:

Prior to the time and date designated for receipt of Bids, any Bid submitted may be withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing and signed by the Bidder and sent by certified mail to the address listed on the front of the Bid documents.

No Bid may be withdrawn after the time scheduled for opening of Bids.

AWARD OF CONTRACT:

The acceptance of the Bid for the respective Work will be by written notice of award, mailed to the office designated in the Bid, or delivered to Bidder's representative. In addition, AGENT will notify bidders of the results via email within 48 hours of bid opening.

In the event of failure of the lowest responsive and responsible Bidder to sign the Contract or provide the additional documents required at the time of Contract execution, AGENT may award the Contract for the respective Work to the next lowest responsive, responsible Bidder. Such award, if made, will be made within 30 days after the opening of Bids.

AGENT reserves the right to accept or reject any or all Bids, and to waive any informalities and irregularities in said Bids.

In the event that only one Bid is determined to be responsive and responsible, AGENT reserves the right to reject that Bid and to re-advertise for bids.

Any award may be conditioned on the subsequent submission of other documents as specified herein. If the successful Bidder fails to submit the requisite documents in the time frame and in the form required by the Contract Documents, AGENT may revoke the award and accept the offer from the next lowest responsive, Responsible Bidder or re-advertise for bids.

In accordance with Section 287.087, Florida Statutes, whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the State or a political subdivision for the procurement of commodities or contractual services, a bid, proposal or reply received from a business that has implemented a drug-free workplace program shall be given preference in the award process.

CRITERIA OF AWARD

It is the intent of AGENT to award this project to the most responsible and responsive Bidder who submits the lowest responsive bid.

“Responsive bid” as defined by Section 287.012, Florida Statutes, means a bid submitted by a responsive and responsible bidder that conforms in all material respects to the solicitation. “Responsible Bidder” means a bidder who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. “Responsive bidder” means a bidder that has submitted a bid that conforms in all materials respects to the solicitation.

AGENT shall undertake any investigations necessary to evaluate the lowest Bidder’s responsibility and to verify the information submitted by Bidder on the required Bid form and attachment. At a minimum, AGENT may contact the references provided by Bidder as prescribed herein and verify the nature of work performed, the contract amount, and quality of performance with respect to cost and timeliness. Information gathered through said interviews may be considered in evaluating the adequacy of Bidder’s Preliminary Construction Plan.

AGENT reserves the right to reject any Bidder who has previously failed to perform contracts of a similar nature in a timely or proper manner; or who is not in a position to satisfactorily perform the Contract.

If after Bid opening, the lowest Bidder is deemed not to be responsible, AGENT will provide written notice and explanation of this determination to the lowest Bidder. The Bidder shall have five (5) business days from the date of issuance of this notice to dispute the determination and to provide to AGENT any additional information it deems relevant regarding the Bidder’s responsibility.

If the Total Bid Price of the lowest responsive bid from a responsible and responsive bidder, exceeds the funds then estimated by AGENT as available, AGENT may reject all Bids or elect to reduce the scope of the Work.

EXECUTION OF CONTRACT:

The successful Bidder shall, within 10 (ten) business days after issuance of the Notice of Award, sign and deliver to AGENT the executed Contract, together with the following documents:

- Proof of insurance as required by the Contract Documents
- Florida Performance and Payment Bond
- Required licenses and certificates
- Drug Free Workplace Certification (if requested by AGENT to verify bid performance)
- Documentation of Participation in E-Verify
- Human Trafficking Affidavit

Within 15 business days after receiving the signed Contract from the successful Bidder, AGENT's authorized agent will either execute the Contract, or schedule processing of the Contract for review by the WCIND Board at their next scheduled meeting, as appropriate. Signature by both parties constitutes execution of the Contract.

PERFORMANCE AND PAYMENT BONDS:

The successful Bidder shall file with AGENT, at the time of delivery of the signed Contract, a Florida Performance and Payment Bond on the form bound herewith, in the full amount of the Contract Price in accordance with the requirements of Florida Statutes Section 255.05 or 713.23, as applicable, as security for the faithful performance of the Contract and the payment of all persons supplying labor and materials for the construction of Work, and to cover all guarantees against defective workmanship or materials, or both, during the warranty period following the date of final acceptance of the Work by AGENT. The Surety furnishing this bond shall have a sound financial standing and a record of service satisfactory to AGENT, and shall be authorized to do business in the State of Florida.

SUBCONTRACTOR STATEMENT

List below the names and address of all proposed Subcontractors or other persons or organizations, including those who are furnishing materials or equipment. Describe the work, materials or equipment to be provided by each Subcontractor and indicate what percentage of the total work it represents. If no Subcontractors are to be used, indicate no below.

There will be subcontractors for this Work: Yes [] No []

(If 'Yes' continue filling out subcontractor information, make additional sheets if required).

Subcontractor: _____

Address: _____

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

Specialty or Equipment Supplied: _____

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

Subcontractor: _____

Address: _____

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

Specialty or Equipment Supplied: _____

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

BID Schedule PAGE

2025 WCIND DREDGE AND EROSION CONTROL PROJECTS
Punta Rassa Boat Ramp Dredging
BID SCHEDULE SUMMARY
WCIND PROJECTS in LEE COUNTY
 WCIND Project Number: 2025-01

Item	Item Description	Estimated Quantity	Unit	Unit Cost	Total Cost
1	Mobilization and Demobilization	1	Job	Lump Sum	\$ _____
2	Dredging of Maximum 1,100 CY	1	Job	Lump Sum	\$ _____
3	Material Transport to designated spoil site	1,100	CY	\$ _____	\$ _____
4	Environmental Control including Turbidity Testing and any other temporary turbidity control measures (see note III)	1	Job	Lump Sum	\$ _____
5	Bid Bond	1	Job	Lump Sum	\$ _____
Project Total					\$ _____

Bid Schedule Summary Notes:

- I. Quantity is estimated; final quantity based on truck haul quantities
- II. Includes the installation of turbidity curtains and monitoring as described in the plans and specifications and permit conditions
- III. To comply with permit conditions in regards with no return water, full containment cell is not required if any discharge is contained within County property

BIDDER'S STATEMENT OF QUALIFICATION

GENERAL DATA:

Name of Bidder:

Address of Office Responsible for Supervision of this Bid:

Telephone No.:

Principal:

Person to Whom Questions should be addressed:

Licenses Held by Bidder:

REFERENCES:

List at least three projects of a similar nature and scope in the last three years that have been successfully completed by Bidder.

Project #1:

Total Dollar Amount: \$

Location:

Owner:

Contact Person:

Telephone Number:

Is Project Complete: Yes [] No []

Surety:

Bond Amount: \$

Address of Surety:

Agent/Architect:

Address of Agent/Architect:

Contact Person for Agent/Architect:

Telephone No.

Project #2: Total Dollar Amount: \$

Location:

Owner:

Contact Person:

Telephone Number:

Is Project Complete: Yes [] No []

Surety:

Bond Amount: \$

Address of Surety:

Agent/Architect:

Address of Agent/Architect:

Contact Person for Agent/Architect:

Telephone No.

Project #3: Total Dollar Amount: \$

Location:

Owner:

Contact Person:

Telephone Number:

Is Project Complete: Yes [] No []

Surety:

Bond Amount: \$

Address of Surety:

Agent/Architect:

Address of Agent/Architect:

Contact Person for Agent/Architect:

Telephone No.

BIDDER'S QUESTIONNAIRE

- A. Describe Bidder's proposed method of completing the Work and a time schedule for implementing the phases involved.

- B. What size and type of equipment will you use on this Project, include the dredge, cranes, excavators, front end loaders, barges, dozers, dump trucks, conveyors, trench boxes? What equipment will you purchase or rent for the proposed Work? What is the expected production rate of the Work being Bid

- C. What is the total estimated duration of the project in the Work being bid in consecutive calendar days and months?

- D. List key personnel Bidder proposes to use on this Project including their qualifications and prior experience. Will you sublet any part of this Work? If so, give details.

- E. What is the last Project of this nature that you have completed?

F. Have you ever failed to complete Work awarded to you: If so, where and why?

BID FORMS

TO: West Coast Inland Navigation District
ADDRESS: 200 E. Miami Avenue
Venice, Florida 34285

PROJECT TITLE: Punta Rassa Boat Ramp Dredging
Lee County, Florida

BIDDER'S PERSON TO CONTACT FOR ADDITIONAL INFORMATION:

NAME OF CONTACT: _____

NAME OF BIDDING FIRM: _____

BIDDING FIRM'S FEID NO. _____

TELEPHONE/CELL: _____

Email: _____

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of WEST COAST INLAND NAVIGATION DISTRICT (WCIND), and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract. Bidder warrants by submittal of the Bid that no conflicts of interest, actual or perceived, exist between Bidder, subcontractors, parent organizations, or other entities and the government of WCIND, its Board, or its appointed consultant team, including counsel.

Bidder declares that Bidder has carefully examined the Contract Documents for the construction of the Project(s); that Bidder has been advised by the WCIND to inspect the site; and that Bidder is satisfied as to the quantity and conditions of the Work. Bidder acknowledges that the description of the Work provided herein is brief and is intended only to indicate the general nature of the Work, and that this Bid is made according to the provisions and under the terms of the Contract Documents, which documents are hereby made a part of this Bid.

Bidder further declares that WCIND will consider Bidder's Total Bid Price to be the sum of the Fixed Prices and extended Unit Costs listed in Exhibit A hereto. Bidder intends to bid on the following projects. Bidder to circle "Y" of "N" for yes of no follow by initials in space provided:

Bid (Y/N)_____ Punta Rassa Boat Ramp Dredging

Signature/Date

Print Name

**SWORN STATEMENT UNDER SECTION 287.133
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to the West Coast Inland Navigation District (WCIND), Florida
- by _____
(print individual's name and title)
- for _____
(print name of entity submitting sworn statement)
- whose business address is _____

and 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 _____.)

2. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, non-jury trial, entry of a plea of guilty or nolo contendere.
4. I understand that "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

A predecessor or successor of a person convicted of a public entity crime; or
An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts 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 an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has 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 its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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.

_____ The entity submitting this sworn statement, or one or more its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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 a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings 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) IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT 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 OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

Date

STATE OF _____ }
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this ___ day of _____, (month, year) by _____ (name and title of corporate officer) of _____ (name of corporation), a _____ (state or place of incorporation), 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 type, printed, or stamped)

(title or rank)

(serial number, if any)

SAMPLE CONTRACT

This **CONTRACT**, is made and entered into this _____ day of _____, 2024, by and between WEST COAST INLAND NAVIGATION DISTRICT, a governmental entity, hereinafter referred to as "WCIND," and _____, with its principal place of business at _____, hereinafter referred to as "CONTRACTOR":

WITNESSETH, that for and in consideration of the mutual covenants herein contained, running from each of the parties to the other, the parties hereto have agreed as follows:

1. CONTRACTOR shall furnish all the materials, and perform all of the Work as indicated for the project specified below in the manner and form as provided by the specifications and documents for the West Coast Inland Navigation District which are attached hereto, referred to as "Contract Documents," and made a part hereof as if fully contained herein.
2. In consideration of performance of the Work as set forth in these Contract Documents, WCIND agrees to pay to CONTRACTOR the amount of _____ (\$ _____) representing the Total Bid Price listed on the Bid Schedule(s) and to make such payments in the manner and at the times provided in the Contract Documents.
3. WCIND shall make payments based upon the percentage completion and acceptance of each pay item no more frequently than once per month. Payments shall be subject to retainage of five (5) percent to be distributed to CONTRACTOR upon final completion and acceptance by WCIND.
4. CONTRACTOR agrees to complete the Work within the time specified in the Contract Documents and to accept as full payment hereunder the amount listed in Paragraph No. 2 above.
5. In the event that CONTRACTOR shall fail to complete the Work within the time limit provided in the Contract Documents, liquidated damages shall be paid at the rate of **Five Hundred Dollars (\$500.00) per day** for each day in default. Sundays and legal holidays shall be excluded in determining days in default. CONTRACTOR agrees that the liquidated damages set forth herein are not penalties and have been set based on an evaluation by WCIND of damages to WCIND and the public caused by untimely performance. Such damages may include additional costs of administering this Contract, including staff, legal, accounting, consultants and overhead and other administrative costs. CONTRACTOR acknowledges that the amounts established for liquidated damages are fair and commercially reasonable. CONTRACTOR and WCIND have agreed to the liquidated damages in order to fix CONTRACTOR's costs and to avoid later disputes over which items are properly chargeable to CONTRACTOR as a consequence of CONTRACTOR's delays.
6. CONTRACTOR and WCIND agree that this Contract shall be controlled and governed by the laws of the State of Florida. In the event of litigation arising out of or relating to this, the sole and exclusive venue for any action shall lie in the State courts for Sarasota County, Florida. In the event of a legal action or other proceeding arising under this Contract or a dispute regarding any alleged breach, default, claim, or misrepresentation arising out of this Contract, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, whether incurred before suit, during suit, or at the appellate level. The prevailing party shall also be entitled to recover any attorneys' fees and costs incurred in litigating the entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of attorneys' fees and costs due to it. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any

applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.

IN WITNESS WHEREOF, the Parties hereto set their hands on the day and year first above written.

Signed and delivered
in the presence of:

**WEST COAST INLAND NAVIGATION
DISTRICT:**

By: _____

Title: _____

ATTEST:

Approved as to Form and Correctness:

General Counsel

CONTRACTOR:

By: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2024, by _____ who is personally known to me, or produced _____ as identification.

[AFFIX NOTARY SEAL]

Notary Public Signature

Print Notary Name

My Commission Expires:

FLORIDA PERFORMANCE AND PAYMENT BOND

Public Construction Bond

By this Bond, we _____, as Principal and _____, as Surety, are bound to the West Coast Inland Navigation District, Florida, herein called WCIND, in the sum of \$ _____, for payment of which we ourselves, our heirs, personal representatives, successors, and assigns jointly and severally are liable.

THE CONDITION OF THIS BOND IS that if Principal:

1. Performs this Contract dated _____, 2024, between Principal and WCIND for construction of the respective Work involving one or more of the following:
 - a. Punta Rassa Boat Ramp Dredging,
2. This project is located within Lee County, the Contract being made a part of this Bond by reference, at the times and in the manner prescribed in the Contract; and
3. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract; and
4. Pays WCIND all loss, damages, expenses, costs, and attorney’s fees, including appellate proceedings, that WCIND sustains because of default by Principal, or faulty workmanship or material furnished or used by Principal, under this Contract; and
5. Performs the guarantee of work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void; otherwise, it remains in full force.

Any action instituted by a claimant under this Bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety’s obligation under this Bond.

_____ Date: _____, 2024

PRINCIPAL

By: _____ Address: _____

Title _____

STATE OF _____ }

COUNTY OF _____ }

The foregoing instrument was acknowledged before me this ___ day of 2024 by _____ (name and title of corporate officer) of _____ (name of corporation), a _____ (state or place of corporation), on behalf of this corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

(signature line for notary public)

(name of notary type, printed, or stamped)

(title or rank)

(serial number, if any)



Date: _____, 2024

SURETY

By: _____
Title

Address: _____

STATE OF _____ }

COUNTY OF _____ }

The foregoing instrument was acknowledged before me this ___ day of 2024 by _____
_____ (name and title of corporate officer) of _____ (name
of corporation), a _____ (state or place of corporation), on behalf of this corporation. He/she
is personally known to me or has produced _____ (type of identification) as identification.

(signature line for notary public)

(name of notary type, printed, or stamped)

(title or rank)

(serial number, if any)

CONTRACTOR is required to execute and deliver the original copy of this Bond to the West Coast Inland Navigation District, Florida.

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

(name of business) does:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or contractual services that are under Bid, a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Signature: _____

Date: _____

NAME OF BIDDER _____

**CONTRACT FOR WEST COAST INLAND NAVIGATION DISTRICT
Punta Rassa Boat Ramp Dredging**

GENERAL CONDITIONS

1. INTENT OF CONTRACT DOCUMENTS

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

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

1.3. Drawings are intended to show general arrangements, design and extent of work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications or other Contract Document provisions, CONTRACTOR shall be required to comply with the provision which is the more restrictive or stringent requirement upon the CONTRACTOR, as determined by the WCIND. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

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

1.5. CONTRACT DOCUMENTS: The following documents shall comprise of the contract documents:

- a. The Bidding Documents.
- b. General Conditions.
- c. Supplementary Conditions.
- d. Technical Specifications.
- e. Contract

2. INVESTIGATION AND UTILITIES

2.1. CONTRACTOR shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the project area as a whole; topography and ground surface conditions; nature and quantity of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such

performance. The failure of CONTRACTOR to acquaint itself with any applicable conditions shall not relieve CONTRACTOR from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

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

2.3 The CONTRACTOR shall be responsible for applying for and obtaining all permits necessary for the work from the applicable government agencies, specifically Lee County, and the U.S. Coast Guard for the *Notice to Mariners*, as needed, unless otherwise obtained by the WCIND or Lee County. State and federal permits which have been obtained by WCIND are provided as part of these documents.

3. PROJECT SCHEDULE AND CONTRACT TIME

3.1 The Work shall commence no sooner than December 15, 2024. The Work shall be completed no later than February 1, 2025. Time is of the essence throughout this Contract.

3.2. The CONTRACTOR, within ten (10) business days after receipt of the Signed Contract, shall prepare and submit to the WCIND, for review and approval, a detailed progress schedule for the Project. The progress schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work including mobilization and demobilization.

3.3. The progress schedule shall be updated weekly by the CONTRACTOR. All weekly updates to the progress schedule shall be subject to the WCIND's review and approval.

3.4. The CONTRACTOR shall document daily progress and coordination of all project construction monitoring requirements and complete and file all necessary daily reports with WCIND as called for in the Technical Specifications.

4. PROGRESS PAYMENTS

4.1. Prior to submitting the first monthly Application for Payment, CONTRACTOR shall submit to WCIND, for review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the WCIND, this schedule of values shall be used as the basis for the CONTRACTOR's monthly Applications for Payment.

4.2. Prior to submitting first monthly Application for Payment, CONTRACTOR shall submit to the WCIND a complete list of all its proposed subcontractors and materialmen, showing the work and materials involved and the dollar amount of each proposed subcontract and purchase order. In order to qualify as eligible for 60% mobilization, CONTRACTOR shall demonstrate that equipment, material and supervision is in place and construction is functional by dredging 200 cy and placement of that sand in the intended disposal area, or by the placement of a minimum of 15 tons of armor stone, including installation of foundation geotextile materials and bedding stone. After request for mobilization, the first Application for Payment for dredging or construction shall be submitted no earlier than thirty (30) days after the determination and acceptance of Mobilization.

4.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by WCIND in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the WCIND has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, that

the materials meet the specifications along with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the WCIND's interest therein, all of which shall be subject to the WCIND's satisfaction.

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

4.4.1. indicate approval of the requested payment;

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

4.4.3. return the Application for Payment to the CONTRACTOR indicating, in writing, the reason for refusing to approve payment; or

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

4.5. The WCIND shall retain five percent (5%) of the gross amount of each monthly payment request or five (5%) of the portion thereof approved by the WCIND for payment, whichever is less. Such sum shall be accumulated and not released to CONTRACTOR until final payment is due upon final acceptance of project by WCIND.

4.6. Monthly payments to CONTRACTOR shall in no way imply, or otherwise be considered approval or acceptance of CONTRACTOR's work.

5. PAYMENTS WITHHELD

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

5.1.1. Defective Work not remedied;

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

5.1.3. Failure of CONTRACTOR to make payment properly to subcontractors or for labor, materials or equipment;

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

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

5.1.6. Unsatisfactory prosecution of the Work by the CONTRACTOR, or

5.1.7. Any other material breach of the Contract Documents.

5.2. If these conditions in Subsection 5.1 are not remedied or removed, the WCIND may, after three (3) days written notice, rectify the same at CONTRACTOR's expense. The WCIND also may offset against any sums due

CONTRACTOR the amount of any liquidated or unliquidated obligations of CONTRACTOR whether relating to or arising out of this Agreement or any other agreement between CONTRACTOR and the WCIND.

6. FINAL PAYMENT

6.1. The WCIND shall make final payment to CONTRACTOR within thirty (30) calendar days after:

6.1.1 The Work is finally inspected and accepted by the WCIND, provided that CONTRACTOR first, and as an explicit condition precedent to the accrual of CONTRACTOR's right to final payment, shall have furnished the WCIND with any and all documentation that may be required by the Contract Documents and the WCIND, and

6.1.2 The Work is inspected, and final approval is given by all applicable government agencies, as deemed necessary.

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

7. CONTRACT TIME EXTENSIONS

7.1. CONTRACTOR shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions or the Work under the Contract Documents, and the coordination of the WCIND's suppliers and CONTRACTORS.

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

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

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

7.5. The WCIND reserves the right to terminate the contract if the WCIND determines that the CONTRACTOR has failed to perform satisfactorily the work required, as determined by the WCIND. In the event the WCIND decides to terminate the contract for failure to perform satisfactorily, the WCIND shall give to the CONTRACTOR at least fifteen (15) days written notice before the termination takes effect. The fifteen-day period will begin upon the mailing of notice by the WCIND. If the CONTRACTOR fails to cure the default within the fifteen (15) days specified in the notice and the contract is terminated for failure to perform satisfactorily, the CONTRACTOR shall be entitled to receive compensation for all reasonable, allocable and allowable contract services satisfactorily performed by the CONTRACTOR up to the date of termination that were accepted by the WCIND prior to the termination. In the event the WCIND terminates the contract because of the default of the CONTRACTOR, the CONTRACTOR shall be liable for all excess costs that the WCIND is required to expend to complete the work under contract.

8. CHANGES IN THE WORK

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

9. CLAIMS AND DISPUTES

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

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

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

10. COMPLIANCE WITH LAWS

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

11. CLEANUP AND PROTECTIONS

11.1. CONTRACTOR agrees to keep the Project Site including the staging area(s) clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, CONTRACTOR shall remove all debris, rubbish and waste materials from and about the Project Site and staging area, as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the Project Site and staging area clean

and ready for occupancy by and to the satisfaction of the WCIND. CONTRACTOR shall use and maintain signage and fencing to secure the area of Work to keep people outside of the Project Work area during construction.

12. ASSIGNMENT

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

13 PERMITS

13.1. CONTRACTOR is responsible for acquiring all necessary local permits and fees associated with the local permits and coordination with the U.S. Coast Guard. WCIND or Lee County is responsible for obtaining the required State DEP and Federal USACE regulatory permits. CONTRACTOR is required to maintain compliance with all relevant local, state and federal authorizations.

14. TERMINATION FOR DEFAULT

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

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

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

14.4. The liability of CONTRACTOR hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by the WCIND in good faith under the

belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, and in settlement, discharge or compromise of any claims, demands suits, and judgments pertaining to or arising out of the Work hereunder.

15. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

15.1. The WCIND shall have the right to terminate this Agreement without cause upon five (5) calendar days written notice to CONTRACTOR. In the event of such termination for convenience, CONTRACTOR's recovery against the WCIND shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but CONTRACTOR shall not be entitled to any other or further recovery against the WCIND, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

15.2. The WCIND shall have the right to suspend all or any portions of the Work upon giving CONTRACTOR not less than seven (7) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, CONTRACTOR's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the CONTRACTOR be entitled to any additional compensation or damages beyond compensation for costs of materials delivered to site. Provided, however, if the ordered suspension exceeds six (6) months, the CONTRACTOR shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

15.3 Notwithstanding the notice requirements of Sections 15.1 and 15.2 above, the WCIND may suspend, or terminate this contract with no advanced notice to the CONTRACTOR if:

15.3.1 The license of the CONTRACTOR, or a subcontractor performing work under this contract, which is required to perform the work, lapses, or is otherwise terminated, suspended or revoked while the CONTRACTOR is performing the Work;

15.3.2. Any policy of insurance required under this contract lapses, is terminated, suspended or is revoked while the CONTRACTOR is performing the Work; or

15.3.3 The WCIND determines, in its sole discretion that the CONTRACTOR, or subcontractors, are performing in such a manner so as to provide an unreasonable risk of personal injury or property damage.

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

16. COMPLETION

16.1. When applicable, phases of the entire Work (as designated in writing by the WCIND) are ready for its intended use, CONTRACTOR shall notify the WCIND in writing that the designated Phase of Work is substantially complete and request that the WCIND issue a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion). In all cases, work certified to be completed by the CONTRACTOR shall be supported by certified surveys coordinated with WCIND. Refer to Technical Specifications Section for Record Drawings and Daily Reports. Within a reasonable time thereafter, the WCIND and CONTRACTOR shall inspect the designated Phase of Work to determine the status of completion. If the WCIND does not consider the Work (or designated phase) substantially complete, the WCIND shall notify CONTRACTOR in writing giving the reasons why. If the WCIND considers the Work (or designated phase) substantially complete, the WCIND shall prepare and deliver to CONTRACTOR a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion) which shall fix the date of Substantial Completion for the designated Phase of Work and include a tentative punch list of items to be completed or corrected by CONTRACTOR before final payment. The WCIND shall have the right to exclude

CONTRACTOR from the Work and Project Site (or designated portion thereof) after the date of Substantial Completion, but the WCIND shall allow CONTRACTOR reasonable access to complete or correct items on the tentative punch list.

16.2. Upon receipt of written certification by CONTRACTOR that a designated Phase of Work is completed in accordance with the Contract Documents and is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the WCIND will make such inspection and, if they find the designated Phase of Work acceptable and fully performed under the Contract Documents, the WCIND shall promptly issue a final Certificate for Payment, recommending that, on the basis of his observations and inspection, and the CONTRACTOR's certification that the designated Phase of Work has been completed in accordance with the terms and conditions of the Contract Documents, that the entire balance found to be due CONTRACTOR is due and payable. Neither the final payment nor the retainage for the designated Phase of Work shall become due and payable until CONTRACTOR submits: all survey information and supporting data establishing payment or satisfaction of all obligations, such as receipt, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by the WCIND. Unless and until the WCIND is completely satisfied with the designated Phase of completed Work, neither the final payment nor the retainage shall become due and payable.

17. WARRANTY

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

18. TESTS AND INSPECTIONS

18.1. The WCIND, its respective representatives, agents, and governmental agencies with jurisdiction over the Project shall have access at all time to the Work, whether the Work is being performed on or off of the Project Site, for their observation, inspection, and testing. CONTRACTOR shall provide proper, safe conditions for such access. CONTRACTOR shall provide WCIND with timely notice of readiness of the Work for all required inspections, tests or approvals and shall provide transport as necessary for collecting required data.

18.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project require any portion of the Work to be specifically inspected, tested or approved, CONTRACTOR shall assume full responsibility, therefore, and pay all costs in connection therewith, and furnish WCIND the required certificates of inspection, testing, or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the WCIND.

18.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the WCIND, such Work must, if requested by WCIND, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given WCIND timely notice of CONTRACTOR's intention to cover the same and WCIND has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from WCIND, such Work must, if requested by WCIND, be uncovered for WCIND's observation and be replaced at CONTRACTOR's sole expense.

18.4. Neither observations nor other actions by the WCIND, nor inspections, tests or approvals by others, shall relieve CONTRACTOR from CONTRACTOR's obligations to perform the Work in accordance with the Contract Documents.

19. DEFECTIVE WORK

19.1. Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by WCIND, CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or if the defective Work has been rejected by WCIND, remove it from the site and replace it with non defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of WCINDs, architects, attorneys and other professionals) made necessary thereby, and shall hold the WCIND harmless for same.

19.2. If the WCIND considers it necessary or advisable that covered Work be observed by WCIND or inspected or tested by others, CONTRACTOR, at the WCIND's request, shall uncover, expose, or otherwise make available for observation, inspection or tests as the WCIND may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of WCINDs, architects, attorneys and other professionals), and the WCIND shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Amount and/or an extension to the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

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

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

19.5. If CONTRACTOR fails, within a reasonable time after the written notice from the WCIND, to correct defective Work or to remove and replace rejected defective Work as required by WCIND, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any of the provisions of the Contract Documents, the WCIND may, after seven (7) days written notice to CONTRACTOR, correct and remedy any such deficiency. The WCIND, in its sole and absolute discretion, shall determine the amount of time which is reasonably necessary for the CONTRACTOR to correct, remove or replace defective Work. To the extent necessary to complete corrective and remedial action, the WCIND may exclude CONTRACTOR from any or all of the Project Site, take possession of all or any part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Project Site and incorporate in the Work all materials and equipment stored at the Project Site or for which the WCIND has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow the WCIND and its respective representatives, agents, and employees such access to the Project Site as may be necessary to enable the WCIND to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of the WCIND in exercising such rights and remedies shall be charged against CONTRACTOR, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of

WCINDs, architects, attorneys and other professionals, all court costs and all costs of repair and replacement or work of others destroyed or damaged by CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the WCIND of the WCIND's rights and remedies hereunder.

20. SUPERVISION AND SUPERINTENDENTS

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

20.2 The WCIND, as designated by Lee County, shall have the authority to act on behalf of Lee County as specified in this Contract.

21. PROTECTION OF WORK

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

21.2 The WCIND shall have no responsibility to maintain or protect the property, equipment, material, or supplies of the CONTRACTOR or subcontractors while such property is located on the Project Site's premises. The CONTRACTOR acknowledges that it is solely responsible for its own property. Nothing in this contract shall be construed to establish any bailment or create a bailor/bailee relationship amongst the parties.

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

21.4. CONTRACTOR shall not disturb any benchmark established by the WCIND, or consultant on behalf of WCIND, with respect to the Project. If CONTRACTOR, or its subcontractors, agents or anyone for whom CONTRACTOR is legally liable, disturbs the WCIND's benchmark, CONTRACTOR shall immediately notify the WCIND. The CONTRACTOR shall reestablish the benchmark using a professional surveyor and mapper registered in the State of Florida to the satisfaction of the WCIND; otherwise the WCIND shall reestablish the benchmark and CONTRACTOR shall be liable for all costs incurred by the WCIND associated therewith.

22. EMERGENCIES

22.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project Site or adjacent thereto, CONTRACTOR, without special instructions or authorization from the WCIND is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give WCIND written notice within twenty-four (24) hours after the occurrence of the emergency, if CONTRACTOR believes that after the occurrence of the emergency any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the WCIND determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If CONTRACTOR fails to provide the forty-eight (48) hour written notice noted above, the CONTRACTOR

shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

23. USE OF PREMISES

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

23.2 The WCIND may identify a “staging area” or “areas” for which the CONTRACTOR shall utilize to access the portions of the Project Site where the Work shall take place. The CONTRACTOR agrees to keep its equipment, material, supplies staff and employees (including that of subcontractors) in the staging area as necessary to avoid disruption and inconvenience to adjacent occupants and residents. Should CONTRACTOR utilize areas not covered in the regulatory permits for staging, the CONTRACTOR is responsible for securing authorization to use those areas.

24. SAFETY

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

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

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

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

24.1.4 Boat traffic from collisions with pipelines, barges and other equipment associated with the project. The area is heavily used by small to medium size recreational vessels and construction barges. If used, all pipeline shall be clearly marked to minimize the potential for boat strikes to the pipelines, submerged and floating. CONTRACTOR shall meet USCG standards for all buoys and markers along the pipeline. Due to high boat traffic on weekends, WCIND and CONTRACTOR shall develop a schedule considering safety to the public and CONTRACTOR based on the specific Phase of Work and Work Plan prepared by CONTRACTOR.

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

24.3 CONTRACTOR shall designate a responsible representative at the Project Site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR’s superintendent unless otherwise designated in writing by CONTRACTOR to the WCIND.

25. PROJECT MEETINGS

25.1. Prior to the commencement of Work, the CONTRACTOR shall attend one mandatory preconstruction meetings to be scheduled by WCIND to include the WCIND and Lee County and others as appropriate to discuss the Progress Schedule, procedures for other submittals, for processing Applications for Payment, and to establish a working understanding among the parties as to the designated Phases of Work. During the prosecution of the Work, the CONTRACTOR shall attend any and all meetings convened by the WCIND with respect to the Project, when directed to do so. Meetings shall be at least bi-weekly as scheduled and adjusted as needed by the WCIND. CONTRACTOR shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by the WCIND.

26. HOURS OF WORK

26.1 Work will be completed during daylight hours unless directed specifically by WCIND and in compliance with Lee County, as appropriate.

27. INSURANCE

27.1 CONTRACTOR will purchase and maintain such insurance as will protect CONTRACTOR 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 its employees including claims insured by usual personal injury, sickness and disease, or death of any person other than its 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 and all of which may arise out of or result from CONTRACTOR's operations under the Contract Documents, whether such operations be by itself or any Subcontractor 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.

27.2 As a prerequisite to WCIND signing the Contract, CONTRACTOR will file with WCIND two (2) copies of a certificate of insurance acceptable to WCIND.

27.3 The certificate of insurance will show the effectiveness of all required insurance for CONTRACTOR and for each of its subcontractors. The certificate of insurance shall state that WCIND will be notified in writing at least fifteen (15) days prior to the cancellation of any policies required of CONTRACTOR, state that the coverage is primary, and shall be in the types and amounts stated in the Contract Documents. Certificates should include producer's phone number and reference the name of the Project.

27.4 No work shall commence under this Contract until WCIND's authorized representative has given written approval of the insurance certificates.

27.5 The certificate of insurance must contain the following limits:

27.5.1 Workers' Compensation – Coverage to apply for all employees for Statutory Limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a minimum limit of \$500,000.00 for each accident. The certificate shall include a waiver of subrogation from the carrier. In addition, Worker's Compensation coverage shall be endorsed to include federal Longshore and Harbor Workers' Act coverage and Maritime Employers Liability (Jones Act) coverage with minimum limits of \$500,000.00 per occurrence for employees working in, on, or near navigable waters.

27.5.2 Commercial General Liability – Shall have minimum limits of \$500,000.00 per occurrence. Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and/or Operations, Independent Contractors and Products and/or Completed Operations Broad Form Property Damage, XCU Coverage, and a Contractual Liability Endorsement. Said coverage must be on an

occurrence basis. WCIND, its Board members, officers and employees, and Lee County Board of County Commissioners, its officers and employees shall be included as an Additional Insured.

27.5.3 Business Automobile Policy – Shall have minimum limits of \$500,000.00 per occurrence. Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Owned Vehicles, Hired and Non-Owned Vehicles, and Employees Non-Ownership and be based on an occurrence basis.

27.5.4 Watercraft Liability or P&I – Shall have minimum limits of \$500,000.00 per occurrence. Combined Single Limit for Bodily Injury Liability and Property Damage Liability. Said coverage must be on an occurrence basis. WCIND, its Board members, and employees shall be included as an Additional Insured.

27.6 It shall be the responsibility of CONTRACTOR to ensure that all subcontractors carry Workers' Compensation, General Liability, and Automobile Liability in compliance with statutory limits.

27.8 CONTRACTOR agrees that the requested insurance coverages are not intended to and shall not, in any manner, limit or reduce the liabilities and obligations assumed by CONTRACTOR, its agents, employees, subcontractors, etc.

28. LAWS, ORDINANCES AND REGULATIONS

28.1 The Work shall conform to the requirements of all local, state, and federal laws, ordinances, and regulations. CONTRACTOR will be required to execute the sworn statement demonstrating that WCIND informed CONTRACTOR of the provisions of Section 287.133(2)(a), Florida Statutes, concerning public entity crimes, a form for which is attached.

28.2 CONTRACTOR shall ensure that the Work is completed in a manner that complies with all permits specifically procured for this Project as well as all federal, state and local laws and regulations controlling the pollution of the environment. CONTRACTOR shall have the necessary equipment and services of a qualified professional surveyor to verify dredging compliance with specified location and depths of dredging and placement of beach fill in accordance with the Contract Drawings. CONTRACTOR shall take necessary precautions to prevent pollution of all bodies of water with sediment, fuels, oils, chemicals, or other harmful materials and to prevent adverse impacts to the native flora and fauna of the Project site.

28.3 **E-Verify.** Pursuant to Section 448.095, Florida Statutes, CONTRACTOR and any subcontractor thereof shall comply with all federal immigration laws and regulations that relate to their employees including, but not limited to, registering with and using the E-Verify system. If CONTRACTOR enters into a contract with a subcontractor, the subcontractor must provide an affidavit to CONTRACTOR that states that the subcontractor does not employ any unauthorized alien in Florida or the United States. CONTRACTOR shall provide and maintain proof of compliance with this statute upon request. Notwithstanding, if WCIND has a good faith belief that CONTRACTOR has knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, WCIND shall terminate the Agreement. If WCIND has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, WCIND shall promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate the contract with the subcontractor. CONTRACTOR shall be liable for any additional costs incurred by WCIND as a result of the termination of the Agreement based on CONTRACTOR's failure to comply with the E-Verify requirements referenced herein.

28.4 **Public Records.** CONTRACTOR agrees to comply with Florida's public records law by keeping and maintaining public records that ordinarily and necessarily would be required by WCIND in order to perform the services under the Agreement by doing the following: upon the request of WCIND's Custodian of Public Records, providing WCIND with copies of or access to public records on the same terms and conditions that WCIND would provide the records and at a cost that does not exceed the cost provided by Florida law; by ensuring 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 term of this Agreement and following completion of the Agreement if CONTRACTOR does not transfer the records to WCIND; and upon completion of the Agreement by transferring, at no cost, to WCIND all public records in possession of CONTRACTOR or by keeping and maintaining all public records required by WCIND to perform the services. If CONTRACTOR transfers all public records to WCIND upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to WCIND, upon request from WCIND's Custodian of Public Records, in a format that is compatible with the information technology systems of WCIND.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT WCIND'S CUSTODIAN OF PUBLIC RECORDS, JUSTIN MCBRIDE, EXECUTIVE DIRECTOR, AT 200 E. MIAMI AVENUE, VENICE, FLORIDA 34285, (941) 485-9402, JUSTIN@WCIND.NET.

28.5 **Convicted Vendors.** CONTRACTOR has a continuous duty to disclose to WCIND if CONTRACTOR or any of its affiliates, as defined by Section 287.133,(1)(a), Fla. Stat., are placed on the convicted vendor list. Pursuant to Section 287.133(2)(a), Fla. Stat.: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or rely on a contract to provide any goods or services to a public entity;[...] may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

28.6 **Scrutinized Companies.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. CONTRACTOR hereby certifies that CONTRACTOR is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. CONTRACTOR further hereby certifies that CONTRACTOR is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. CONTRACTOR understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject CONTRACTOR to civil penalties, attorney's fees, and/or costs. CONTRACTOR further understands that any contract with WCIND for goods or services of any amount may be terminated at the option of WCIND if CONTRACTOR (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel.

28.7 **"Foreign Countries of Concern".** CONTRACTOR shall comply with the disclosure requirements set forth in Section 286.101(3)(a), Florida Statutes, which requires the following: "Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of \$100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a 'foreign country of concern' if such interest, contract, grant or gift received from a 'foreign country of concern' if such interest, contract, grant or gift has a value of \$50,000 or more and such 4 of 5 interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure

shall contain the name and mailing address of the disclosing entity, the amount of the gift or the value of the interest disclosed, the applicable 'foreign country of concern' and, if applicable the date of termination of the contract or interest, the date of receipt of the grant or gift and the name of the agent or controlled entity that is the source or interest holder. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services." Pursuant to Section 268.101(7), Florida Statutes, "In addition to any fine assessed under [Section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause."

29. INDEMNIFICATION

29.1 WCIND shall not be liable for any loss, injury, death or damage to persons or property, which at any time may be suffered or sustained by any person whatsoever arising from the negligent performance by CONTRACTOR and its employees and agents of its obligations under the provisions of this Agreement. CONTRACTOR shall indemnify and hold harmless WCIND, its agents and employees, and Lee County and agents and employees against all claims, liabilities, loss, injury, death or damage whatsoever, including but not limited to attorney fees, on account or arising out of or resulting from any negligent act or omission of CONTRACTOR in performance of the Work. WCIND and CONTRACTOR acknowledge that the first ten dollars (\$10.00) of the compensation paid CONTRACTOR for its work hereunder shall be deemed specific consideration for this indemnification. CONTRACTOR shall fund the foregoing indemnification by providing the insurance coverages set forth in the Contract Documents.

30. THIRD PARTY BENEFICIARIES

30.1 Neither WCIND nor CONTRACTOR intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a right or claim against either of them based upon this Contract.

31. CLEANING UP

31.1 CONTRACTOR will keep all work areas including staging areas free from accumulations of waste materials, rubbish and other debris resulting from the Work. During construction and upon completion, CONTRACTOR will remove all waste materials, rubbish, and debris from and about the Work areas as well as all tools, construction equipment and machinery, and surplus materials.

31.2 CONTRACTOR will restore to an original condition those areas that were not designated for alteration by the Contract Documents, but became altered by the actions of CONTRACTOR or its Subcontractors during the course of the Work.

31.3 If CONTRACTOR fails to clean up or restore areas as provided in the Contract Documents, WCIND may do so and the cost thereof shall be deducted from the final retainage due CONTRACTOR.

32. RESPONSIBILITIES OF SCHEDULING WORK

32.1 CONTRACTOR shall have a copy of all regulatory authorizations or permits on site at all times complete with all attachments, plans, specifications, and modifications.

32.2 CONTRACTOR(s) will complete all dredging Work in accordance with the Contract Documents no later than February 1st, 2025. Work shall commence no sooner than December 15, 2024.

32.3 WCIND shall prepare any agency-required Project Completion forms and shall file these forms in accordance with permit requirements after completion of the permitted construction activity for each designated Phase of Work as necessary.

**SUPPLEMENTARY CONDITIONS TO
THE GENERAL CONDITIONS**

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

- SC-2.3 Lee County has obtained and provided regulatory authorization from the Florida Department of Environmental Protection (DEP) and the U.S. Army Corps of Engineers (USACE) for the Punta Rassa Boat Ramp Dredging. All other regulatory approvals such as local building permits shall be the responsibility of the CONTRACTOR. CONTRACTOR shall be responsible for notification of the U.S. Coast Guard according to Coast Guard Regulations concerning marine construction activities.
- SC-3.3 Daily Reports of Construction Operations will be provided directly to the WCIND within 24 hours of the daily completed activity. If the report is not provided to an on-site representative of the WCIND. This daily report shall include a Daily Quality Control Report, and number of truck loads deposited at off load site. The preferred method of submittal is by e-mail. WCIND reserves the right to suspend construction if the CONTRACTOR's Daily Reports of Construction Operations are incomplete or overdue.

TECHNICAL SPECIFICATIONS

WEST COAST INLAND NAVIGATION DISTRICT

Punta Rassa Boat Ramp Dredging

Lee County, FL

Attachments:

- Contract Drawings
- Work area Figures
- USACE / DEP permits

TS-1.0 Definitions.

TS-1.1 The following terms and abbreviations used in these Technical Specifications shall be defined as:

PROJECT	Punta Rassa Boat Ramp Dredging for the West Coast Inland Navigation District
AGENT	West Coast Inland Navigation District
CONTRACTOR	Those parties selected and duly authorized by the AGENT to conduct the Work contained herein.
Contract Drawings	Construction Plans prepared by Coastal Engineering Consultants
DEP	State of Florida Department of Environmental Protection.
OWNER	Lee County Board of County Commissioners
USACE	United States Army Corps of Engineers.
USCG	United States Coast Guard.
WORK	The project scope of work generally described as dredging specific areas of the Punta Rassa Boat Ramp Dredging Project and disposal of that sediment on Designated Property of the OWNER as described in detail on the Construction Plans and these Specifications.

TS-2.0 Scope of Work.

TS-2.1 The Work consists of furnishing all labor, materials, equipment, and performing all tasks necessary for the construction of the following:

- a. Dredging the area immediately adjacent to the Punta Rassa Boat ramp for the purpose of uncovering and evaluating the ramp and armor mat. CONTRACTOR shall be responsible for installation and maintenance of turbidity curtains for as described in the in the permit conditions. Turbidity monitoring will be conducted through a third party subconsultant to the CONTRACTOR.

TS-2.2 The Work must be completed according to the Contract Drawings and these Technical Specifications. Work must be completed within the time specified in the contract and in compliance with the conditions of all federal, state, and local permits, including permits and exemptions from the DEP, and authorization from Lee County. Please be advised that state and federal permits may also refer to conditions and requirements in related documents from the Florida Fish and Wildlife Conservation Commission (FWC), the U.S. Fish and Wildlife Service (FWS) and the National Marine Fisheries Service (NMFS), and that those documents, as well as the federal and state permits, are included in these Technical Specifications by reference.

TS-2.3 The CONTRACTOR is solely responsible for all construction means, methods, techniques, and procedures, including construction layout and staking, monitoring and recording of grades of the installed material, and maintaining as-built drawings. The CONTRACTOR is responsible for recording all grades and cut and fill calculations to be verified by the AGENT. If more than one CONTRACTOR is selected to complete the Work as identified in TS-2.1, TS-4.0 Order of Work and close coordination with OWNER and AGENT will be paramount so as to ensure projects are completed in a timely manner without interference. If geotextile containment systems are to be used for turbidity and erosion control, maintenance and removal is the responsibility of the CONTRACTOR.

TS-2.4 The PROJECT would require the CONTRACTOR to dredge material from the identified areas within the authorized dredging and place the material in the area designated on the project figures in accordance with the authorized state and federal permits. This project involves dredging of the area immediately adjacent to the Punta Rassa Boat Ramp for an estimated total of a maximum of 1,100 cubic yards.

TS-2.5 Pay quantities for dredging will be based on truck haul volume as documented.

TS-2.6 CONTRACTOR is encouraged to take necessary measures to ensure compliance with the permit conditions throughout this project, including protection to seagrasses.

TS-3.0 Pre-Construction Meeting, Submittals, and Weekly Progress Meetings.

TS-3.1 Prior to commencement of construction, CONTRACTOR shall attend a pre-construction meeting and meet with representatives of regulatory agencies, if necessary, and meet with the OWNER and AGENT. CONTRACTOR'S designated superintendent, as required under the Section 3.2 of these technical specifications, shall be present at the pre-construction meeting. **A minimum of five days prior** to the Pre-Construction meeting, CONTRACTOR shall submit for AGENT approval, an Operations Plan which shall describe the following in detail, including as a minimum, the CONTRACTOR'S proposed:

1. Order of Work.
2. Anticipated schedule, including identification of specific areas to be used for mobilization, material and equipment storage, and preferred access location for construction.
3. Floating equipment, heavy equipment to be used, and navigation protection.
4. Number and qualifications of personnel to be used.
5. Specific methods to be used in establishing horizontal and vertical control for the excavation area including establishment of construction baselines and for all staking out of the Work, and name of registered Professional Surveyor and Mapper to be used by Contractor.
6. Specific detailed description of the procedure to be followed for the Work, including but not limited to; excavation of the area to be dredged in accordance with the Technical Specifications and Special Conditions of the Regulatory Approvals, templates to be used and staking for control that will be used to facilitate compliance with the construction plans, and overall how the project will be completed. This would include disclosure of the use of geotextile containment systems, or other temporary measures and associated means and methods description of the installation, maintenance, and removal.
7. Identification of vehicles and processes to be followed, including temporary staging of debris and materials to be removed and transported off site, if any.
8. Methods to be used to secure and maintain turbidity curtains as required by DEP to protect two isolated areas of seagrasses. Temporary pilings may be used.
9. Subcontractors and vendors to be used with the name and phone number of the relevant Points of Contact, including but not limited to an independent third-party entity responsible for turbidity monitoring and reporting; all of whom must be pre-approved by the regulatory agencies.
10. A form prepared by the CONTRACTOR to be used for reporting Daily Report of Construction Operations will be provided to the CONTRACTOR prior to the pre-construction meeting. The Daily Report of Construction Operations shall be submitted by 2:00 pm on the day following the day for which the activity is being reported. Mobilization, progress, and/or final payment to CONTRACTOR shall be withheld until all of the required CONTRACTOR'S Daily Reports of Construction Operations have been submitted to the AGENT. The preferred method of submittal is by e-mail. AGENT reserves the right to suspend construction if the CONTRACTOR'S Daily Report of Construction Operations is incomplete or overdue.
11. CONTRACTOR shall provide the names and contact information of all employees that will be on the dredge. Emergency 24-hour contact information for all project superintendents on the dredge shall be provided at the pre-construction meeting.

TS-3.2 CONTRACTOR shall designate a competent superintendent to be on site for both projects who will be responsible for seeing that the Work is in compliance with the Contract Documents, which include the Contract, CONTRACT DRAWINGS, and regulatory permits and authorizations.

TS-3.3 CONTRACTOR'S superintendent shall attend all scheduled progress meetings to be held on site or at AGENT'S

office with the AGENT to review progress of the Work, Work schedule and updates, and submittals. Initially, progress meetings will be held bi-weekly and will be subject to change based on instructions from the AGENT, as needed.

TS-3.4 CONTRACTOR shall provide a cell phone number or other contact number by which the Superintendent may be reached at any time during construction as well as a backup contact in case Superintendent is not available.

TS-4.0 Order of Work.

TS-4.1 While the means, methods and schedule of Work are to be prepared by the Contractor, they must be approved by WCIND. The Order of Work shall generally be as follows:

- 1) Establish boater and pedestrian control including installation of buoys, lights, barricades, and temporary measures and signage as appropriate to prevent public access to areas of construction and complying with environmental requirements in permits and all US Coast Guard regulations. Additional signage as required by the state and federal permits may be required.
- 2) LEE COUNTY and WCIND shall provide CONTRACTOR with defined areas for staging areas, acceptable to WCIND and Lee County as appropriate. Refer to attached exhibits for WCIND approved staging areas.
- 3) Through coordination with a PSM, install and manage benchmarks for vertical and horizontal control to establish the construction baseline and install visual guides for positioning of Work.
- 4) Install and manage a turbidity barrier around work areas in accordance with these Technical Specifications and the State and federal permits. If during construction, tidal currents prevent effective placement of turbidity curtains, CONTRACTOR will consult with AGENT.
- 5) Dredging shall commence upon issuance of a NTP for that Work by AGENT.
- 6) If directed to do so by AGENT, CONTRACTOR shall collect samples of the dredged material and provide those samples to the AGENT at next site meeting.
- 7) Upon acceptance by AGENT, CONTRACTOR shall restore all staging areas and access locations to pre-construction conditions to the satisfaction of AGENT and OWNER and prior to Demobilization.

TS-5.0 Layout of the Work.

The CONTRACTOR shall use the coordinates provided on the CONTRACT DRAWINGS to layout the construction baseline and the Work. It is the CONTRACTOR's responsibility to layout the work from these control points, using the horizontal and vertical positioning information shown on the plans. Additional benchmarks may be established, and CONTRACTOR shall provide AGENT with a copy of field notes prepared during the establishment of any additional benchmarks. The CONTRACTOR shall furnish such stakes, buoys, equipment, tools, and qualified personnel as may be required in laying out any part of the Work, and for maintaining such staking as necessary for completion of the Work.

TS-6.0 Record Drawings and Daily Reports.

TS-6.1 During the course of construction, the CONTRACTOR shall record all information required to complete a set of as-built Record Drawings. Information to be included on the Record Drawings shall be recorded by red-line process on one working set of construction drawings during the course of the Work, and shall include actual dimensions and elevations. If field changes are made to modify the Work in any way, such field changes shall be documented on the Record Drawings by dimension, detail and date. The working set of construction drawings shall be kept at the project site and be available for review by AGENT during the progress of the Work. Prior to Substantial Completion of the Work, the CONTRACTOR shall provide all such notes and information to the AGENT, and AGENT will prepare a final set of project Record Drawings, and submit the drawings to the CONTRACTOR for acceptance. Prior to final payment, the Record Drawings shall be approved by CONTRACTOR and AGENT to reflect any changes which have occurred since the submittal for Substantial Completion based on the information provided by the CONTRACTOR. CONTRACTOR shall provide surveys of completed work by a Professional Surveyor Registered in the State of Florida.

TS-6.2 During the course of construction, CONTRACTOR shall submit the Daily Report of Construction Operations referenced under TS-3.1(11). The report shall be submitted on a form provided by WCIND, and shall be submitted

by 2:00 pm on the day following the period of time covered by the report. The report shall be submitted to the AGENT by email unless otherwise approved by the AGENT.

TS-7.0 Site Conditions.

TS-7.1 The project areas are subject to the natural forces associated with tidal currents, water elevation changes due to tides. The area is also a federal navigation channel as well as a popular thoroughway to boating areas. The project area is therefore also subject to high levels of boat traffic as well as boat wakes. Wave, current, and tidal water elevations may also be affected by severe weather conditions that at times may include storms and rough sea conditions necessitating temporary suspension of marine construction operations. Staging areas for materials and equipment and construction access corridors shall be determined prior to construction. The CONTRACTOR is responsible for familiarizing themselves with the site conditions, opportunities for staging areas, and access to the site. CONTRACTOR shall be responsible for restoring the construction staging area and all access areas of the Work to their pre-construction condition as appropriate. CONTRACTOR shall make every effort to avoid interruption of navigation in established channels and will work closely with WCIND and local law enforcement on this issue.

TS-7.2 Information and data furnished or referred to herein are for the CONTRACTOR's information; however, it is expressly understood that the OWNER and AGENT shall not be responsible for any interpretation or conclusion drawn there from by the CONTRACTOR. It is the CONTRACTOR's responsibility to visit the project site and to take whatever other measures necessary to be familiar with local conditions that may in any manner affect the cost and performance of the Work and the amount of the CONTRACTOR's bid. The project area has been subjected to erosion and existing conditions may vary from the CONTRACT DRAWINGS.

TS-7.3 It is the CONTRACTOR's responsibility to determine the suitability of the CONTRACTOR's equipment for working under the site conditions and that the capacity of the CONTRACTOR's equipment is sufficient for completion of the Work within the construction window of time.

TS-8.0 General Notes.

TS-8.1 The Work is to be completed within the limits defined in these Bid Documents.

TS-8.2 CONTRACTOR shall be responsible for restoring all areas disturbed by construction activities, including access, staging, and roadway areas beyond the project, to their pre-project condition to the satisfaction of AGENT and OWNER, before the project will be considered to be substantially complete. Existing vegetated areas should be avoided if practical. If additional storage is required for construction equipment and materials, arrangements for such storage facilities shall be the responsibility of the CONTRACTOR and must be coordinated with and approved by the AGENT. Should CONTRACTOR activities result in violations of permit conditions or other regulations, the CONTRACTOR shall be responsible for remediation of those activities to the satisfaction of the agency responsible for the permit or regulation and CONTRACTOR shall also be responsible for payment of any penalties as a result of those actions.

TS-8.3 Special measures shall be taken to prevent bilge usage of effluent, chemicals, fuels, oils, greases, and bituminous materials from entering the water.

TS-8.4 Disposal of any materials, wastes, effluent, trash, garbage, oil, grease, and chemicals, etc., in and adjacent to the project site shall not be permitted. If any waste materials are dumped in unauthorized areas, the CONTRACTOR shall remove the material and restore the area to the original condition as it existed before being disturbed. If necessary, contaminated ground shall be excavated, disposed of as directed by the AGENT, and replaced with suitable compatible fill material at CONTRACTOR's expense.

TS-8.5 If a geotextile containment system is utilized with a hydraulic dredge, pumping shall be adequate taking into account the pumping distance and containment system capabilities. Special consideration shall be taken to ensure production rates are capable to meet the projection completion date. Additionally, the temporary containment shall be used for reduced turbidity and erosion control. Extreme caution shall be used when removing the temporary

geotextile containment systems, particularly in the vicinity of the protected seagrasses.

TS-8.6 The CONTRACTOR is responsible for maintaining a safe work environment. The CONTRACTOR is referred to the USACE COE EM 385-1-1 (2014) U.S. Army Corps of AGENTS Safety and Health Requirements Manual. Hard hats, long pants, and steel-toed boots are required to be worn on floating equipment. Life vests are required when working on, in, or near the water.

TS-8.7 Prior to and throughout construction of the Work, the CONTRACTOR shall place and maintain markers so that the work area shall be clearly marked at all times by use of buoys to advise boaters and pedestrians, such as swimmers and fishermen, to avoid and stay out of the work area. CONTRACTOR shall be responsible for notifying the USCG in sufficient time to allow for publication of a Notice to Mariners of the subsequent upcoming dredging activity. CONTRACTOR shall be responsible for providing the USCG with any information needed for publication of a Notice to Mariners. CONTRACTOR shall provide evidence of the filing of the Notice to Mariners with the USCG to the AGENT.

TS-9.0 Variations in Quantities.

TS-9.1 The quantity shown on the Bid Form is an estimated quantity based on the most recent survey of the areas to be dredged, and changes may have occurred since that survey was completed.

TS-9.2 Due to the relatively small size of the project, a small variation in pay quantity may be a relatively high percentage of the project. If the actual available pay quantity exceeds the originally estimated quantity upon which bids were based by 30% or more, due to the economy of scale, the AGENT shall have the right to negotiate a lower unit price for material dredged.

TS-9.3 If the actual available pay quantity is less than the originally estimated quantity upon which bids were based by 30% or more, due to the economy of scale, the CONTRACTOR shall have the right to negotiate a higher unit price for material dredged.

TS-10.0 Navigation Aids.

TS-10.1 Any navigation aids, removed, disturbed, or damaged by CONTRACTOR during the course of the work shall be replaced or restored to original condition and specifications by CONTRACTOR at no cost to AGENT or OWNER.

TS 11.0 Environmental Protection.

TS-11.1 CONTRACTOR shall exercise due caution to not damage existing native vegetation along the shoreline of access ways, and staging areas. Any native vegetation damaged by CONTRACTOR beyond that authorized by AGENT during the course of the Work shall be restored by CONTRACTOR at CONTRACTOR's expense.

TS-11.2 CONTRACTOR shall take such precautions as necessary to avoid any impacts to seagrass beds. If a hydraulic dredge is used, the pipeline shall remain within existing navigation channels unless an alternate route is approved by AGENT. Turbidity barriers shall be placed around the seagrass beds to avoid any impacts. Contractor should refer to Permit conditions related to Submerged aquatic Vegetation (SAV) impacts. and use of turbidity curtains.

TS-11.3 In order to prevent sea turtles, shorebirds, and manatees from being adversely affected by the construction activities as described in these specifications, the CONTRACTOR is required to strictly adhere to the State Department of Environmental Protection, the Corps of AGENTS permit, and Biological Opinion conditions which identify specific requirements for their protection, and are included with these Technical Specifications by reference. Depending on the timing of the project, this may include daily coordination with shorebird monitors, and having a dedicated observer as part of the dredging operation.

TS-11.4 In order to ensure that migratory birds, nesting shorebirds, and wintering birds are not adversely affected by the construction activities, CONTRACTOR shall comply with the Protection Conditions for Construction required by the Permits and these Specifications. Specific dates relevant to increased protection conditions begin 10 days prior to construction and end on September 1. CONTRACTOR shall cooperate fully with the OWNER and their monitors to comply with the Permits. OWNER is responsible for the shorebird monitoring and reporting as required by the Permits.

TS-13.0 Temporary Turbidity Control Systems

TS-13.1 The use of temporary geotextile containment systems (GCSs) is one form of additional disposal site management available for use at the CONTRACTOR'S discretion. If a hydraulic dredge is used, the use of GCSs may be considered for site management and turbidity reduction. This is due to the strict turbidity requirements under the water quality standards presented in the FDEP permit. If turbidity levels are exceeded, construction must cease in accordance with the state permit until conditions return to compliance.

TS-13.2 If used, CONTRACTOR shall conduct daily inspections shall be made to the geotextile material to ensure containment is being met and to reduce the possibility of increasing turbidity over the background levels.

TS-13.3 The GCSs can also be used as a site management tool. After the containment systems are full, it can be used as a temporary erosion control device to management spoil material on the Island. If used by CONTRACTOR, positioning the GCSs must be approved in advance by AGENT.

TS-13.4 Turbidity curtains shall be used in all cases and in conjunction with the GCSs or other methods used by CONTRACTOR to reduce effluent concentration and levels of turbidity outside the perimeter of the turbidity control system.

TS 13.5 The CONTRACTOR shall supply a plan with the means and methods of installing, maintaining, and removing the GCSs or other device per TS 3.1.6. The plan may include, but not limited to, manufacturer, size, flux or anticipated production rate, and placement location. This plan shall be presented as part of the bid response and upon selection shall be presented as part of the Operations Plan in preparation for the required pre-construction meeting with the AGENT.

TS 13.6 CONTRACTOR is responsible to remove the GCSs or any other temporary device used by the CONTRACTOR prior to final grading of the spoil material. Post-construction clean-up is the responsibility of the CONTRACTOR.

TS-15.0 Permits.

TS-15.1 CONTRACTOR is responsible for obtaining any and all local permits, including payment of any application fees associated with the local permits.

TS-15.2 CONTRACTOR shall comply with all conditions of Federal, State and Local permits and approvals that have been obtained by OWNER, including those listed below, which are included as part of these specifications by reference.