

CITY OF NAPLES, FLORIDA
AGREEMENT
(CONSTRUCTION SERVICES)

Bid/Proposal No. **RFP No. 21-036 & RFQ 21-008**
Clerk Tracking No. 2021-00098
Project Name: **East Naples Bay Dredging & Rock Removal**

THIS AGREEMENT (the "Agreement") is made and entered into this 16th day of June 2021 by and between the City of Naples, a Florida municipal corporation, (the "CITY") and **Quality Enterprises USA, Inc.**, a Virginia Corporation, located at: **3494 Shearwater Street; Naples, Florida 34117-8414** (the "CONTRACTOR").

WHEREAS, the CITY desires to obtain the services of the CONTRACTOR concerning certain services specified in this Agreement (referred to as the "Project"); and

WHEREAS, the CONTRACTOR has submitted an (RFP) **Request-For-Proposal No. 21-036** and its related **First Step (RFQ) Request-For-Qualifications No. 21-008** for provision of those services; and

WHEREAS, the CONTRACTOR represents that it has expertise in the type of services that will be required for the Project.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

ARTICLE ONE
CONTRACTOR'S RESPONSIBILITY

1.1. The Services to be performed by the CONTRACTOR are generally described in **RFP 21-036 East Naples Bay Dredging & Rock Removal** and are more fully described in the Scope of Services, attached as **EXHIBIT A** and made a part of this Agreement.

1.2. The CONTRACTOR agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida, the City of Naples, and in Collier County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the services to be provided and performed by the CONTRACTOR pursuant to this Agreement.

1.3. The CONTRACTOR agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, registration, certificate of authorization or other form of legal entitlement to practice such services, it shall employ or retain only qualified personnel to provide such services.

1.4. The CONTRACTOR agrees to employ and designate, in writing, within 5 calendar days after receiving its Notice to Proceed, or other directive from the CITY, a qualified employee to serve as the CONTRACTOR's project manager (the "Project Manager"). The Project Manager shall be authorized and responsible to act on behalf of the CONTRACTOR with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement.

1.5. The CONTRACTOR has represented to the CITY that it has expertise in the type of services that will be required for the Project. The CONTRACTOR agrees that all services to be provided by CONTRACTOR pursuant to this Agreement shall be subject to the CITY's review and approval and shall be in accordance with the generally accepted standards of practice in the State of Florida, as may be applied to the type of services to be rendered, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies that regulate or have jurisdiction over the Project or the services to be provided and performed by the CONTRACTOR. In the event of any conflicts in these requirements, the CONTRACTOR shall notify the CITY of such conflict and utilize its best professional judgment to advise CITY regarding resolution of the conflict.

1.6. The CONTRACTOR agrees not to divulge, furnish or make available to any third person, firm or organization, without CITY's prior written consent, or unless incident to the proper performance of the CONTRACTOR's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by the CONTRACTOR hereunder, and the CONTRACTOR shall require all of its employees, agents, sub-consultants and subcontractors to comply with the provisions of this paragraph. However, the CONTRACTOR shall comply with the Florida Public Records laws including those requirements set out in ARTICLE FIVE, below.

1.7 The CONTRACTOR agrees not to employ or offer to employ any Elected Officer or City Managerial Employee of the CITY who in any way deals with, coordinates on, or assists with, the services provided in this Agreement, for a period of 2 years after termination of all provisions of this Agreement. For purposes of this paragraph, the term "Elected Officer" shall mean any member of the City Council. For purposes of this paragraph, the term "City Managerial Employee" shall mean the City Manager, the Assistant City Manager, the City Clerk, and any City department head or director. If the CONTRACTOR violates the provisions of this paragraph, the CONTRACTOR shall be required to pay damages to the CITY in an amount equal to any and all compensation that is received by the former Elected Officer or City Managerial Employee of the CITY from or on behalf of the contracting person or entity, or an amount equal to the former Elected Officer's or City Managerial Employee's last 2 years of gross compensation from the CITY, whichever is greater.

1.8 The CONTRACTOR agrees not to provide services for compensation to any party that is contracting with the CITY on the same subject matter, same project, or scope of services as set forth in this Agreement without approval from the CITY. This section does not prevent the CONTRACTOR from contracting with other firms or government organizations for similar services.

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

ARTICLE TWO CITY'S RESPONSIBILITIES

2.1. The CITY shall designate in writing a project coordinator to act as the CITY's representative with respect to the services to be rendered under this Agreement (the "Project Coordinator"). The Project Coordinator shall have authority to transmit instructions, receive information, interpret and define the CITY's policies and decisions with respect to the CONTRACTOR's services for the Project. However, the Project Coordinator is not authorized to issue any verbal or written orders or instructions to the CONTRACTOR that would have the effect, or be interpreted to have the effect, of modifying or changing

in any way whatever:

- (a) The scope of services to be provided and performed by the CONTRACTOR;
- (b) The time the CONTRACTOR is obligated to commence and complete all such services;
or
- (c) The amount of compensation the CITY is obligated or committed to pay the CONTRACTOR.

Any such modifications or changes shall only be made by or upon the authorization of the CITY's city manager as authorized by city council in the enabling legislation or in the CITY's procurement policies.

2.2. The Project Coordinator shall:

- (a) Review and make appropriate recommendations on all requests submitted by the CONTRACTOR for payment for services and work provided and performed in accordance with this Agreement;
- (b) Arrange for access to and make all provisions for the CONTRACTOR to enter the Project site to perform the services to be provided by the CONTRACTOR under this Agreement; and
- (c) Provide notice to the CONTRACTOR of any deficiencies or defects discovered by the CITY with respect to the services to be rendered by the CONTRACTOR hereunder.

2.3. The CONTRACTOR acknowledges that access to the Project Site, to be arranged by the CITY for the CONTRACTOR, may be provided during times that are not the normal business hours of the CONTRACTOR.

ARTICLE THREE TIME

3.1. Services to be rendered by the CONTRACTOR shall be commenced subsequent to the execution of this Agreement upon written **First Notice to Proceed (NTP)** from the CITY for all or any designated portion of the Projects assigned to this Agreement that will include a start date which shall be no later than sixty (60) days from a Notice of Award. **First NTP** will direct CONTRACTOR to start their mobilization process for the Project. The **Second (NTP) Notice-to-Proceed shall be issued within sixty (60) days** of the **First (NTP) Notice-to-Proceed**. The CONTRACTOR shall fully complete all dredging work within 365 consecutive calendar days from the Second NTP. Final restoration of the temporary staging area is to be completed within 35 days of all dredging work being completed.

If the CONTRACTOR refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time proposed by the CONTRACTOR, or any authorized extension thereof, or fails to complete the removal of the sediment and rock in the amounts listed in RFP 21-036 Schedule of Values from the canals within 365 days from Second NTP, Liquidated Damages in an amount consistent with the current Sec. 8-10.2 (FDOT) Florida Department of Transportation will be assessed per day for each calendar day that any of that work shall remain uncompleted after the specified or adjusted completion time frame shall be deducted from the monies due the CONTRACTOR, or in case no money is due or the money due the CONTRACTOR is not sufficient, their Surety shall be held liable for such amount, not as a penalty, but as Liquidated Damages. If the CONTRACTOR fails to complete the entirety of the work for final completion and restore the staging area to acceptable conditions within 35 days of all dredging work being completed, Sec. 8-10.2

(FDOT) Florida Department of Transportation Liquidated Damages will be assessed per day for each calendar day that any work shall remain uncompleted after the specified or adjusted completion time frame shall be deducted from the monies due the CONTRACTOR, or in case no money is due or the money due the CONTRACTOR is not sufficient, their Surety shall be held liable for such amount, not as a penalty, but as Liquidated Damages.

Agreement has an **estimated completion date of September 30, 2022** with an Administrative Close-out time frame of 60-days being added to said Agreement. It is further mutually agreed between the parties that time is of the essence with respect to the performance of this Agreement.

3.2. Should the CONTRACTOR be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of the CONTRACTOR, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the CITY, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then the CONTRACTOR shall notify the CITY in writing within 5 working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the CONTRACTOR may have had to request a time extension.

3.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the CONTRACTOR's services from any cause whatsoever, including those for which the CITY may be responsible in whole or in part, shall relieve the CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from the CITY. The CONTRACTOR's sole remedy against the CITY will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion.

3.4. Should the CONTRACTOR fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the CITY hereunder, the CITY at its sole discretion and option may withhold any and all payments due and owing to the CONTRACTOR until such time as the CONTRACTOR resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the CITY's satisfaction that the CONTRACTOR's performance is or will shortly be back on schedule.

3.5 Liquidated Damages: Services to be rendered by the CONTRACTOR shall be commenced subsequent to the execution of this Agreement upon written Notice-to-Proceed from the CITY for all or any designated portion of the Project must be completed by the contract dates specified within the Notice-to-Proceed for construction. Should CONTRACTOR fail to complete the project within this timeframe, daily liquidated damages in an amount consistent with the current Sec. 8-10.2 (FDOT) Florida Department of Transportation Standard Specifications will be assessed.

3.6 Bond. A Payment & Performance Bond will be acquired by the CONTRACTOR and be issued by a surety insurer authorized to do business in this state as surety. CONTRACTOR prior to commencement of work, will record Payment & Performance Bond in the public records of the Clerk of Collier County and furnish a copy of the original recorded Bonds to the CITY Purchasing Department.

ARTICLE FOUR COMPENSATION

4.1. The total compensation to be paid the CONTRACTOR by the CITY for all Services is not to exceed **\$3,284,325.00 that includes a \$50,000.00 CITY controlled Contingency** and shall be paid in the manner set forth in the "Basis of Compensation", which is attached as **EXHIBIT B** and made a part

of this Agreement.

ARTICLE FIVE MAINTENANCE OF RECORDS

5.1. The CONTRACTOR will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by the CONTRACTOR for a minimum of five 5 years from the date of termination of this Agreement or the date the Project is completed, whichever is later. The CITY, or any duly authorized agents or representatives of the CITY, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the 5 year period noted above; provided, however, such activity shall be conducted only during normal business hours. If the CONTRACTOR desires to destroy records prior to the minimum period, it shall first obtain permission from the CITY in accordance with the Florida Public Records laws.

5.2 119.0701 F.S. CONTACT INFORMATION FOR CITY OF NAPLES' CUSTODIAN OF PUBLIC RECORDS, CITY CLERK'S OFFICE

If the CONTRACTOR has questions regarding the application of Chapter 119, Florida Statutes, to the CONTRACTOR'S duty to provide public records relating to this contract, contact the City of Naples' Custodian of Public records, the City Clerk at Telephone: 239-213-1015; Email: PublicRecordsRequest@naplesgov.com; Address: 735 8th Street S., Naples, Florida 34102; Mailing address: same as street address.

5.3 The CONTRACTOR shall:

- (a) Keep and maintain public records required by the CITY to perform the service.
- (b) Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter 119.0701 F.S. or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the CITY.
- (d) Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian

of public records, in a format that is compatible with the information technology systems of the CITY.

ARTICLE SIX INDEMNIFICATION

6.1. The CONTRACTOR agrees to indemnify and hold harmless the CITY from liabilities, damages, losses and costs, including, but not limited to, all attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of the Contract.

ARTICLE SEVEN INSURANCE

7.1. The CONTRACTOR shall obtain and carry, at all times during its performance under this Agreement, insurance of the types and in the amounts set forth in the document titled General Insurance Requirements, which is attached as **EXHIBIT C** and made a part of this Agreement.

ARTICLE EIGHT SERVICES BY CONTRACTOR'S OWN STAFF

8.1. The services to be performed hereunder shall be performed by the CONTRACTOR's own staff, unless otherwise authorized in writing by the CITY. The employment of, contract with, or use of the services of any other person or firm by the CONTRACTOR, as independent contractor or otherwise, shall be subject to the prior written approval of the CITY. No provision of this Agreement shall, however, be construed as constituting an agreement between the CITY and any such other person or firm. Nor shall anything contained in this Agreement be deemed to give any such party or any third party any claim or right of action against the CITY beyond such as may otherwise exist without regard to this Agreement.

ARTICLE NINE WAIVER OF CLAIMS

9.1. The CONTRACTOR's acceptance of final payment shall constitute a full waiver of any and all claims, except for insurance company subrogation claims, by it against the CITY arising out of this Agreement or otherwise related to the Project, except those previously made in writing and identified by the CONTRACTOR as unsettled at the time of the final payment. Neither the acceptance of the CONTRACTOR's services nor payment by the CITY shall be deemed to be a waiver of any of the CITY's rights against the CONTRACTOR.

ARTICLE TEN TERMINATION OR SUSPENSION

10.1. The CONTRACTOR shall be considered in material default of this Agreement and such default will be considered cause for the CITY to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under the Notice(s) to Proceed, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by the CITY, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by the CONTRACTOR or by any of the CONTRACTOR's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. The CITY may so terminate this Agreement, in whole or in part, by giving the

CONTRACTOR at least 3 calendar days written notice.

10.2. If, after notice of termination of this Agreement as provided for in paragraph 10.1 above, it is determined for any reason that the CONTRACTOR was not in default, or that its default was excusable, or that the CITY otherwise was not entitled to the remedy against the CONTRACTOR provided for in paragraph 10.1, then the notice of termination given pursuant to paragraph 10.1 shall be deemed to be the notice of termination provided for in paragraph 10.3 below and the CONTRACTOR's remedies against the CITY shall be the same as and limited to those afforded the CONTRACTOR under paragraph 10.3 below.

10.3. The CITY shall have the right to terminate this Agreement, in whole or in part, without cause upon 7 calendar days written notice to the CONTRACTOR. In the event of such termination for convenience, the CONTRACTOR's recovery against the CITY shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by the CONTRACTOR that are directly attributable to the termination, but the CONTRACTOR shall not be entitled to any other or further recovery against the CITY, including, but not limited to, anticipated fees or profits on work not required to be performed.

ARTICLE ELEVEN CONFLICT OF INTEREST

11.1. The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The CONTRACTOR further represents that no persons having any such interest shall be employed to perform those services.

ARTICLE TWELVE MODIFICATION

12.1. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

ARTICLE THIRTEEN NOTICES AND ADDRESS OF RECORD

13.1. All notices required or made pursuant to this Agreement to be given by the CONTRACTOR to the CITY shall be in writing and shall be delivered by hand or by United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following CITY's address of record:

City of Naples
735 Eighth Street South
Naples, Florida 34102-3796
Attention: **Dana A. Souza**, Interim City Manager

13.2. All notices required or made pursuant to this Agreement to be given by the CITY to the CONTRACTOR shall be made in writing and shall be delivered by hand or by the United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following CONTRACTOR's address of record:

Quality Enterprises USA, Inc.
3494 Shearwater Street; Naples, Florida 34117-8414
Attention: **Louis J. Gaudio**, Vice President
FEI/EIN Number: On File (VA)

13.3. Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

ARTICLE FOURTEEN MISCELLANEOUS

14.1. The CONTRACTOR assumes toward the CITY a duty of care commensurate with that which is imposed upon persons or firms in contractor's profession. CONTRACTOR will make reasonable efforts to ensure that its employees and agents maintain a professional demeanor and that the work area is compliant with CITY property maintenance and Project standards.

14.2. No modification, waiver, suspension or termination of the Agreement or of any terms thereof shall impair the rights or liabilities of either party.

14.3. This Agreement is not assignable, in whole or in part, by the CONTRACTOR without the prior written consent of the CITY.

14.4. Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

14.5. The headings of the Articles, Exhibits, Parts and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Exhibits, Parts and Attachments.

14.6. This Agreement constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Agreement.

14.7. The CONTRACTOR shall comply fully with all provisions of state and federal law, including without limitation all provisions of the Immigration Reform and Control Act of 1986 ("IRCA") as amended, as well as all related immigration laws, rules, and regulations pertaining to proper employee work authorization in the United States. The CONTRACTOR shall execute the Certification of Compliance with Immigration Laws, attached hereto as **EXHIBIT D and with E-VERIFY AFFIDAVIT Exhibit-E.**

14.8. To the extent that any provision in the Specifications or any other Contract Documents pertaining to this Project conflict with any provision of this Agreement, this Agreement controls.

14.9. Attorneys' fees. Except as otherwise provided herein, each party shall be responsible for its own attorneys' fees.

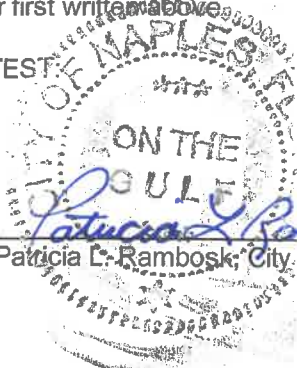
**ARTICLE FIFTEEN
APPLICABLE LAW**

15.1. Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules and regulations of the United States when providing services funded by the United States government. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate Florida state court in Collier County, Florida.

END OF ARTICLE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the day and year first written above.

ATTEST:



By: Patricia E. Ramboski
Patricia E. Ramboski, City Clerk

CITY:

CITY OF NAPLES, FLORIDA,
A Municipal Corporation

By: Dana A. Souza
Dana A. Souza, Interim City Manager

Approved as to form
and legal sufficiency:

By: Julie B. Egan
City Attorney

CONTRACTOR:

Marcie Cohen
Witness

Marcie Cohen
Witness Printed Name

CONTRACTOR:

QUALITY ENTERPRISES USA, INC.
3494 Shearwater Street
Naples, Florida 34117-8414
Attention: **Louis J. Gaudio**, Vice President

By: Louis J. Gaudio

Printed Name: Louis J. Gaudio

Title: Vice President

FEI/EIN Number: On File
A Virginia Corporation (VA)

(CORPORATE SEAL)

EXHIBIT A

SCOPE OF SERVICES

The Scope of Services to be provided under this Agreement are included in Attachment A-1 which is attached and made a part of this Agreement and those set out in the Proposal, any issued Addendum(s)(none), City of Naples Website documents, screen shots below of (RFP 21-036 & RFQ 21-008) SUPPORTING DOCUMENTS, Vendor's Submittal of both (RFP) Request-For-Proposal No. 21-036, titled East Naples Bay Dredging & Rock Removal and (RFQ) Request-For-Qualifications No. 21-008, same title, all herein referenced and made a part of this Agreement.

21-036 East Naples Bay Dredging & Rock Removal Project - RFP

Bid/RFP Status: Closed - no longer accepting bids and proposals

Bid/RFP Due Date: Wednesday, May 5, 2021 - 2:00pm

Bid/RFP Reference Number: 21-036 East Naples Bay Dredging & Rock Removal Project - RFP

Designer/Engineer: Stantec Consulting Services Inc.

Engineer's Estimate: 3.8 Million

[Back to Bids/RFPs](#)

INTRODUCTION

The purpose of this Request for Proposal (RFP) is for the City of Naples to obtain proposals from pre-qualified vendors to furnish all equipment, materials, and services, needed for the work to be done under this contract that are shown on the plan drawings and detailed in the Technical Specifications documents.

The Contractor shall self-perform at least 60% of the work not including the purchase of materials.

SCOPE OF WORK

The Work consists of furnishing all labor, materials, and equipment, and performing all tasks necessary for the dredging and rock removal from the Golden Shores, Oyster Bay, and Royal Harbor canal systems within the canals of East Naples Bay in Naples, Florida. The material to be dredged is primarily rock. The canal system consists of manmade canals and tributaries of East Naples Bay. The estimated amount of material to be dredged per canal is summarized in the following Table 1:

SUPPORTING DOCUMENTS








-  21-036 East Naples Bay Dredging & Rock Removal Project - RFP (2 MB)
-  APPENDIX A FDEP AND USACE PERMITS (76 MB)
-  APPENDIX B CONSTRUCTION DRAWINGS (22"X34") (83 MB)
-  APPENDIX C GEOTECHNICAL REPORTS (11 MB)
-  21-036 Pre-Proposal Conference Sign-In Sheet (152 KB)
-  21-036 Composite Scoring Sheet (567 KB)
-  21-036 East Naples Bay Dredging & Rock Removal Project - RFP - Declaration of Intent to Award (155 KB)

EXHIBIT A

SCOPE OF SERVICES (cont'd)

21-008 East Naples Bay Dredging & Rock Removal Project - RFQ

Bid/RFP Status: Awarded

Bid/RFP Due Date: Thursday, March 25, 2021 - 2:00pm

Bid Awarded To:

Coastal Dredging, Florida Dredge & Dock, Kelly Brothers, Poseidon Dredge & Marine & Quality Enterpris

Bid/RFP Reference Number: 21-008 East Naples Bay Dredging & Rock Removal Project - RFQ

Designer/Engineer: Stantec Consulting Services Inc.

Engineer's Estimate: 3.8 Million

[Back to Bids/RFPs](#)

Description of Work

The City of Naples (CITY) is soliciting pre-qualifications in this Request for Qualifications (RFQ) from experienced marine contractors as the first part of a two-part bid process for a dredging and rock removal project in East Naples Bay. Immediately following this RFQ, the contractors that are deemed qualified will be asked to participate in the CITY's Request for Proposals (RFP) and Invitation to Bid (ITB) process to provide their approach/methodology and bid for this project.

The Contractor shall self-perform at least 60% of the work not including the purchase of materials.

SUPPORTING DOCUMENTS

-  21-008 East Naples Bay Dredging & Rock Removal Project - RFQ (7 MB)
-  21-008 Pre-Proposal Conference Sign-In Sheet (161 KB)
-  21-008 East Naples Bay Dredging & Rock Removal Project - RFQ - Addendum 1 (37 MB)
-  21-008 East Naples Bay Dredging & Rock Removal Project - RFQ - Composite Score Sheet (17 KB)
-  21-008 East Naples Bay Dredging & Rock Removal Project - RFQ - Declaration of Intent (153 KB)

END OF EXHIBIT A

**City of Naples, FL
RFP No. 21-036
East Naples Bay Dredging & Rock Removal Project - RFP**

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APPENDIX A FDEP AND USACE PERMITS
APPENDIX B CONSTRUCTION DRAWINGS (22"X34")
APPENDIX C GEOTECHNICAL REPORTS

City of Naples, FL
RFP No. 21-036
East Naples Bay Dredging & Rock Removal Project - RFP
PROJECT REQUIREMENTS AND SPECIFICATIONS

A. INTRODUCTION

The purpose of this Request for Proposal (RFP) is for the City of Naples to obtain proposals from pre-qualified vendors to furnish all equipment, materials, and services, needed for the work to be done under this contract that are shown on the plan drawings and detailed in the Technical Specifications documents.

The Contractor shall self-perform at least 60% of the work not including the purchase of materials.

B. SCOPE OF WORK

The Work consists of furnishing all labor, materials, and equipment, and performing all tasks necessary for the dredging and rock removal from the Golden Shores, Oyster Bay, and Royal Harbor canal systems within the canals of East Naples Bay in Naples, Florida. The material to be dredged is primarily rock. The canal system consists of manmade canals and tributaries of East Naples Bay. The estimated amount of material to be dredged per canal is summarized in the following Table 1:

Table 1. East Naples Bay Dredge Volumes to -5.4 ft NGVD29

Canal Name	Sediment Volume (cy)	Rock Volume (cy)	Total Volume (cy)
Canal DD-DD	129.2	231.6	360.7
Canal CC-CC	93.2	271.1	364.3
Canal BB-BB	0.6	733.1	733.7
Canal AA-AA	110.0	41.3	151.3
Canal Z-Z	90.2	52.4	142.6
Canal Y-Y	55.7	170.7	226.4
Canal X-X	119.6	176.1	295.8
Canal W-W	41.6	86.3	127.8
Canal V-V	34.0	0.4	34.4
Canal U-U	0.9	0.5	1.4
Canal T-T	0.0	0.0	0.0
Canal S-S	15.9	23.9	39.8
Canal R-R	51.1	113.7	164.8
Canal Q-Q	2.0	13.3	15.2
Canal P-P	0.1	6.1	6.3
Canal O-O	0.0	0.0	0.0

Canal Name	Sediment Volume (cy)	Rock Volume (cy)	Total Volume (cy)
Canal N-N	1.5	8.6	10.1
Canal M-M	0.0	31.1	31.1
Canal L-L	4.4	0.9	5.3
Canal K-K	0.0	0.0	0.0
Canal J-J	0.0	0.0	0.0
Canal I-I	0.0	0.0	0.0
Canal H-H	0.0	0.0	0.0
Canal G-G	0.0	0.0	0.0
Canal F-F	0.4	0.2	0.5
Canal E-E	7.4	6.4	13.8
Canal D-D	6.8	3.3	10.1
Canal C-C	3.0	4.7	7.7
Canal B-B	15.7	0.2	16.0
Canal A-A	116.8	506.0	622.8
Canal Main B/B1	201.2	384.0	585.3
Total	1,101.2	2,865.9	3,967.2

It is anticipated that the dredging will be done by mechanical means; however, alternative dredging methodologies may be used if approved by the City and the Engineer of Record. The contractor may use The Landings for staging (see TS-16.14)

More generally, the Work consists of the following:

Removal of a total of approximately 3,967 cubic yards of consolidated rock and sediment from the areas shown in the construction plans (Appendix B). Removal of the sediment and rock shall be limited to a depth of -5.4 ft NGVD29. This volume estimate was based on a July 2019 survey conducted by the City and the Contractor shall make their own determination of the quantities of work required to complete the construction shown on the plans prior to bidding and any discrepancies, errors or omissions, shall be brought to the attention of the City representative before the bid due date.

A hydrographic survey was conducted by Morgan & Eklund, Inc (contact info below) on behalf of the City of Naples during July 2019 and is the basis for the preparation of the construction plans and volume estimates. The Contractor will be responsible for conducting the final post-dredge surveys (As-built). The contractor will be responsible for stake-out and any interim surveys that may be required to verify grades during dredging

and for pay requests. All surveys will be conducted by a licensed surveying firm with demonstrated experience in bathymetric data collection. Surveys shall be certified by a Licensed Professional Surveyor and Mapper registered in the State of Florida.

Morgan & Eklund, Inc. - Dave Coggin
4909 US Highway 1, Vero Beach, FL 32967
Phone: 772-388-5364
Email: dcoggin@morganeklund.com

This Work must be completed according to the plans and these specifications within the time specified in the contract and within compliance with the conditions of the Florida Department of Environmental Protection (FDEP), United States Army Corps of Engineers (USACE), United States Coast Guard (USCG), and all local permits including permits from the City of Naples, Florida.

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

ENGINEER OF RECORD

Stantec Consulting Services, Inc
Jeffrey R. Tabar, P.E., D.CE (Florida PE #54094)
5801 Pelican Bay Boulevard, Suite 300
Naples, FL 34108
Cell Phone: 410-443-2061
Jeff.Starr@stantec.com

PROJECT MANAGER

Stantec Consulting Services, Inc
Matthew Starr, PG
5801 Pelican Bay Boulevard, Suite 300
Naples, FL 34108
Cell Phone: 239-315-6208
Matthew.Starr@stantec.com

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

C. PROJECT MANAGEMENT

Streets & Stormwater Department Director and/or his authorized representative will serve as the City's Project Manager.

D. INTENT OF CONTRACT DOCUMENTS

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

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

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

E. SUBMITTALS AND SUBSTITUTIONS

Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. Contractor shall submit all such materials at its own expense and in such

form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

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

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

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

The Engineer shall be allowed a reasonable time within which to evaluate each proposed substitute. The Engineer shall be the sole judge of acceptability, and no substitute will be

ordered, installed or utilized without the Engineer's and the City's prior written acceptance which shall be evidenced by either a Change Order or an approved Shop Drawing. The City may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

F. DAILY REPORTS, AS BUILTS, AND MEETINGS

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

1. Weather conditions showing the observed winds and direction during work hours, the amount of precipitation received on the Project Site, tidal levels, and any other weather conditions which adversely affect the Work;
2. Soil conditions which adversely affect the Work;
3. The hours of operation by Contractor's and subcontractor's personnel;
4. The number of Contractor's and subcontractor's personnel present and working at the Project Site, by subcontract and trade;
5. All equipment present at the Project Site, description of equipment use and designation of time equipment was used (specifically indicating any downtime);
6. Description of Work being performed at the Project Site, including work completed that day in reference to the nearest stations designated on the plans, if applicable;
7. Any unusual or special occurrences at the Project Site;
8. Materials received at the Project Site;
9. A list of all visitors to the Project Site; and
10. Any problems that might impact either the cost or quality of the Work or the time of performance.

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

Contractor shall maintain in a safe place at the Project Site one record copy of the Contract Documents, including, but not limited to, all drawings, specifications, addenda, amendments, Change Orders, Work Directive Changes and Field Orders, as well as all written interpretations and clarifications issued by the Engineer, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to

accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project Site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. seawall or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to the Engineer for reference. Upon completion of the Work and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to the City/Engineer by Contractor.

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

G. CONTRACT TIME AND TIME EXTENSIONS

Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission by Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions or the Work under the Contract Documents, and the coordination of the City's suppliers and contractors as set forth in these documents. It is anticipated that the dredging can be completed within 9 (nine) months. The contract terms allow for substantial completion at 330 days and final completion at 365 days. This additional contract time beyond the Engineer's estimate of construction time is intended to allow the Contractor flexibility private dredging, weather delays, tides, or other unforeseen marine conditions.

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

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

H. CLAIMS AND DISPUTES

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

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

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

I. OTHER WORK

The City may perform other work related to the Project at the site by the City's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, written notice thereof will be given to Contractor prior to starting any such other work. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact to the City within forty-eight (48) hours of being notified of the other work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Tie or adjustment to the Contract Amount.

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

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

J. COMPLIANCE WITH LAWS

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, workers' compensation, equal employment and safety (including, but not limited to, the Trench Safety Act, Chapter 553, Florida Statutes). If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the Engineer in writing.

K. CLEANUP AND PROTECTIONS

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

L. ASSIGNMENT

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

M. SUPERVISION AND SUPERINTENDENTS

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 and designate a competent resident superintendent, who shall not be replaced without prior written notice to the Engineer, except under extraordinary circumstances. The superintendent shall be Contractor's representative at the Project Site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as finding as if given to the Contractor. The City shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

N. PROTECTION OF WORK

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

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. Structure would include but not be limited to seawalls, bulkheads, navigation aids/markers, docks, pilings, stormwater drains, pipes, infrastructure, marine vessels, and roadways.

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

O. EMERGENCIES

In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project Site of adjacent thereto, Contractor, without special instructions or authorization from the City or Engineer is obligated to act to prevent threatened damage, injury or loss. Contractor shall give Engineer written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that after the occurrence of the emergency any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the Engineer determines that a change in the Contract Documents is required because of the action taken in response to an

emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

P. USE OF PREMISES

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

Q. SAFETY

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

1. All employees on the work and other persons and/or organizations who may be affected thereby;
2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project Site; and
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.

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

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

Any machinery (including, but not limited to excavators, pumps, dumpsters, etc.) being used on a floating barge, must properly secured to the deck to prevent accidental overboard loss. Any damages associated with improperly secured equipment will be the responsibility of the Contractor. This includes to damage to private/public property, environmental remediation, and/or labor costs incurred by the City to respond as a result of and Contractor negligence.

R. PROJECT MEETINGS

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

S. COMPLETION

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

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

T. WARRANTY

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

U. ASSURANCES WITH REGARD TO OWNER'S EMPLOYEES

Contractor agrees not to employ or offer to employ any Elected Officer or City Managerial Employee who in any way deals with, coordinates on, or assists with, the construction services provided in this Agreement, for a period of two (2) years after termination of all provisions of this Agreement.

If Contractor violates these provisions, the Contractor shall be required to pay damages to Owner in an amount equal to any and all compensation which is received by the former

Elected Officer or City Managerial Employee from or on behalf of the Contractor, or an amount equal to the former Elected Officer's or City Managerial Employee's last two (2) years of gross compensation from Owner, whichever is greater.

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

V. LICENSES AND PERMITS

The City has provided regulatory permits from the Florida Department of Environmental Protection and the U.S. Army Corps of Engineers, which can be found in Appendix A. Permitting may be required for all or part of the requested work. The contractor will be responsible for investigating and determining if additional permitting is necessary. All other regulatory approvals such as local building permits shall be the responsibility of the Contractor. Contractor shall be responsible for notification of the Coast Guard according to Coast Guard Regulations concerning marine construction activities.

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

Licenses may be required by the State of Florida, Collier County, or the City of Naples to perform all or part of this work. Contractors should investigate and determine if they hold the necessary License(s) prior to bid submittal.

At a minimum, vendors must submit the following:

1. An active certified General Contractor's (CGC) license; and be certified and or qualified to complete the project per project specifications.
2. Prospective vendors, whether residents or nonresidents of Florida, must provide evidence of proper licensure with their Bids submittal. Such evidence must be in the form of copies of their Florida license which authorizes Bidder to perform the work.
3. Prospective vendors must hold the required license for the type of work to be performed at the time their bid response is submitted and for the duration of the contract.
4. Prospective vendors must provide a list of the permit(s) they determined are necessary to perform the requested work.

W. INSURANCE

The City's General Insurance Requirements on page 12 apply. In addition to the City's General Insurance Requirements, the specialized insurances listed below are required:

1. U.S.L. & H. and Jones Act (If applicable) Workers Compensation, as required by law for work performed in, on, or near navigable water shall be maintained by the Contractor.
2. Watercraft Liability coverage shall be maintained by the Contractor in an amount no less than the General Liability limits referenced in the General Insurance Requirements.
3. Protection and Indemnity insurance (P&I) may be accepted in lieu of or in addition to any of the coverages listed above.

X. SUB-CONTRACTORS AND MATERIAL SUPPLIERS

If the prospective contractor contemplates the use of sub-contractors, as a further condition of award of a contract, the prospective contractor must certify in writing that all of its sub-contractors are appropriately licensed and are registered with the State of Florida in accordance Florida Statutes Chapters 607 or 620, and such statement will include any sub-contractors' corporate charter numbers. For additional information on registering, the prospective contractor should contact the Florida Secretary of State's Office.

Each prospective contractor must submit a list of all proposed sub-contractors, material suppliers, and equipment intended for this project. No changes to this list shall be made without the express written consent of the City. Any request for changes shall be made in writing, to the City, clearly stating the reasons for the change. The City reserves the exclusive right to either approve or reject such request for change. Contractor agrees that the City's or its consultant's decision is final and binding. Contractor understands and agrees that he/she is solely responsible to the City for all work specified herein; and, that subsequent review of sub-contractors and/or material suppliers by the City or its consultants does not relieve the contractor and/or his surety of any liability or obligation stipulated herein. Failure to comply with the above may result in termination of this contract.

All bidders must provide requested information in the attached forms provided.

Y. ASSURANCES WITH REGARD TO THIRD PARTIES

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

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

The Contractor agrees to keep active construction equipment at the project site. At no time shall the Contractor demobilize equipment being actively used on this project for use

on another project in which the Contractor is hired by a third party. No equipment may be removed for other work that will cause delay to the East Naples Bay Dredging Project.

Z. PROTECTION OF WORK, PROPERTY AND PERSON

The Contractor shall adequately protect the work, adjacent property, and the public, and shall be responsible for any damages or injury due to his/her actions.

AA. CONDUCT

The contractor and his employees will conduct themselves in such a manner as to avoid embarrassment to the City of Naples and must at all times be courteous to the public. Although uniforms are not required, proper clothing must be worn at all times to include shirts, necessary safety equipment, pants, short or long, and proper footwear. Proper safety equipment must be worn at all times.

BB. CONTRACTOR'S EQUIPMENT

All vehicles and equipment must be maintained in good repair, appearance and sanitary condition at all times. Vehicles must be clearly identified with the name of the company and phone number clearly visible. In addition, the contractor will be responsible for using the necessary safety equipment according to State standards while working on City, County, or State roads as a sub-contractor of the City.

CC. DISPOSAL OF DEBRIS

The contractor shall dispose of all debris and other materials gathered from the described work in compliance with City and County Laws.

DD. PRE-CONSTRUCTION CONFERENCE

Schedule a pre-construction meeting with the Owner's Representative at least 14 days before beginning work to review any questions the Contractor may have regarding the work, administrative procedures during construction and project work schedule.

EE. SCHEDULING OF WORK

The Contractor, within twenty (20) calendar days after receipt of the Notice of Award, shall prepare and submit to the Engineer, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing each canal.

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

Daily reports must be provided directly to the Engineer within twenty-four (24) hours of the daily completed activity. If the report is not provided to an onsite representative of the Engineer, the copy may be sent by email to the Engineer's Project Manager (matthew.starr@stantec.com)

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

FF. PAYMENT REQUESTS, INVOICES AND WORK REPORTS

Invoices shall be submitted after work is completed with a detailed description of the work performed. The successful bidder(s) will meet with Project Manager and set up procedures prior to the start of work.

GG. PROGRESS PAYMENTS

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

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

Progress Payments for Bid Schedule Item #3 Rock Removal and Dredging may be submitted based on canal completion once the Contractor's survey indicates the requested payment for a canal is 100% complete. The contractor's survey must be submitted along with their progress payment request verifying canal completion.

The City will perform its own multibeam survey to verify the completion of work after the progress payment request is received, prior to payment. QA/QC field checks by the contractor with the City and/or Engineer present must be conducted prior to the Contractor ordering their survey in each canal. Field checks by the City and/or Engineer will not constitute acceptance of work as basis for completion or payment.

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

Contractor shall submit three (3) copies of its Application for Payment to the Engineer. Within ten (10) calendar days after receipt of each Application for Payment, the Engineer shall either:

1. indicate their approval of the requested payment with intent for City to order their own survey for verification
2. indicate their approval of only a portion of the requested payment, stating in writing their reasons; therefore, or
3. return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment.
4. in the event of a total denial and return of the Application for Payment by the Engineer, the Contractor may make the necessary corrections and resubmit the Application for Payment. The City shall, within thirty (30) calendar days after the Engineer's approval of an Application for Payment, pay the Contractor the amounts so approved, provided, however, in no event that the City be obligated to pay any amount greater than that portion of the Application for Payment approved by the Engineer.

HH. PAYMENTS WITHHELD

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

1. Defective Work not remedied;
2. Third party claims filed or reasonable evidence indicating probable filing of such claims;
3. Failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment;
4. Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount;
5. Reasonable indication that the Work will not be completed within the Contract Time;
6. Unsatisfactory prosecution of the Work by the Contractor, or
7. Any other material breach of the Contract Documents.

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

II. FINAL PAYMENT

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

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

JJ. NON-PERFORMANCE

The City reserves the right to cancel the contract with a seven (7) day notice should the Contractor fail to perform up to the requirements and standards identified in the specifications. The City may withhold part or all payments due to the Contractor until correction is made. Termination for Default is further described in Paragraph 60 of the General Conditions.

KK. QUALIFICATIONS

Contractors were pre-qualified during RFQ 21-008 East Naples Bay Dredging & Rock Removal Project.

LL. INSPECTION

The Engineer/City will make visits to the site at intervals appropriate to the various stages to observe the progress and quality of the executed work and determine if the work is proceeding in accordance with the Contract Documents. Contract Manager may authorize minor variations from the requirements of the Contract Documents.

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

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

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

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

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

MM. REJECTING DEFECTIVE WORK

The Engineer/City will have the authority to disapprove or reject work, which they believe to be unacceptable work and not in accordance with Contract Documents. The City of Naples Streets and Stormwater Construction Project Manager will be the final interpreter of the requirements of the Contract Documents and judge of the acceptability of the work performed. City will notify the Contractor immediately of unacceptable work. If work has been rejected, contractor shall correct all defective work within 3 days of notification. The awarded vendor(s) will bear all costs to correct the defective work. If the contractor fails to correct the defective work, or if the awarded vendor(s) fails to perform the work in accordance with the Contract Documents, the City may correct and remedy any such deficiency, with the awarded vendor(s) to bear all costs to correct the defective work.

Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by the Engineer, Contractor shall as directed, either corrects all defective Work, whether or not fabricated, installed or completed, or if the defective

Work has been rejected by Engineer, remove it from the site and replace it with undefective Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold the City harmless for same.

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

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

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

If Contractor fails, within a reasonable time after the written notice from the City or Engineer, to correct defective Work or to remove and replace rejected defective Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, the City may, after seven (7) days written notice to Contractor,

correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, the City may exclude Contractor from any or all of the Project Site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Project Site and incorporate in the Work all materials and equipment stored at the Project Site or for which the City has paid Contractor but which are stored elsewhere. Contractor shall allow the City and its respective representatives, agents, and employees such access to the Project Site as may be necessary to enable the City to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of the City in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court costs and all costs of repair and replacement or work of others destroyed or damaged by Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the City of the City's rights and remedies hereunder.

NN. PROTECTION OF FACILITIES, PUBLIC AND PRIVATE PROPERTY

1. From the time the awarded contractor commences and until final acceptance by the City of any work specified on the Invitation to Bid, awarded contractor is required to initiate and maintain measures which must be proper and adequate to protect the building, its contents and any surrounding areas against damage by the elements. The contractor will assume full responsibility for any damage to any property including but not limited to walls, floors, tables, chairs, trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities, resulting from the performance of the work.
2. Further, the awarded contractor must at all times guard against damage or loss to the property of the City or of other vendors or contractors and will be held responsible for replacing or repairing any such loss or damage. The City may withhold payment or make such deductions from payments as it deems necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded contractor or his agents.
3. Further, provide adequate protection for both curbs/sidewalks/grass areas over which trucks and equipment pass to reach the project site and repair/replace all damaged areas, at no cost to the owner.
4. The contractor upon receipt of either written or oral notice must immediately discontinue any practice obviously hazardous in the opinion of the Project Manager. The contractor must comply with all OSHA and other Federal and State safety standards. Blocking of the public street, except under extreme emergency conditions, will not be permitted unless prior arrangements have been made with

the Project Manager and the City Police and Fire Departments and other agencies having jurisdiction over the street to be closed.

OO. PROTECTION OF OVERHEAD UTILITIES

The operations will be conducted in many areas where overhead electric, telephone, and cable television facilities exist. The contractor must protect all utilities from damage, will immediately contact the appropriate utility if damage has occurred, and will be responsible for all claims for damage due to his operations. The contractor must make arrangements with the utility for the removal of necessary limbs and branches, which may conflict with, or create a personal injury hazard in the removal of the tree. Delays encountered by the contractor in waiting for the utility to complete its work will not be the responsibility of the contractor.

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.

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

PP. PROTECTION OF UNDERGROUND UTILITIES

The Contractor will be responsible for following the Florida Underground Facility Damage Prevention & Safety Act (556), OSHA Standard 1926.651, Florida Trench and Safety Act (Chapter 90-96) and obtaining utility locations by calling Sunshine State One-Call of Florida Inc. at 1-800-432-4700. Contractor will have full responsibility for reviewing and checking all information and data for locating all underground facilities.

QQ. TRAFFIC CONTROL

1. Contractor will be required to furnish traffic control and/or barricades as needed or as required by the State of Florida. Barricading and detouring of the traffic shall be accomplished in conformance with the Manual on Uniform Traffic Control Devices for Highway Construction and Maintenance Operations, latest edition. A flagman is required when two-way traffic is obstructed by the removal operation.
2. Contractor will be responsible for adequate barricades, warning devices, and the necessary safety equipment according to State FDOT Standard Plans while working on City, County or State roads as a sub-Contractor of the City.
3. A traffic control plan to support the Contractor's operations shall be submitted at least seventy-two (72) hours prior to commencing work that shall conform to the Florida Department of Transportation's "Manual on Traffic Control and Safe Practices", which shall be obtained by the Contractor at their expense.

RR. SELECTION PROCESS

1. SOLICITATION SCHEDULE:

Listed below are the important dates and times related to this solicitation. The Procurement Division may find it necessary to change any of these dates or times. All dates are subject to change.

<u>Action</u>	<u>Estimated Completion Date</u>
Issue RFP to Qualified Vendors	Week of April 5, 2021
RFP Due Date	May 5, 2021
Evaluation Committee Meeting	Week of May 10, 2021

2. PROPOSAL OPENING

The bid opening is public on the date and at the time specified on the proposal form. It is the proposer's responsibility to assure their proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered will not be considered.

3. EVALUATION COMMITTEE

The City Manager will appoint a selection committee to review and evaluate the proposals using the following criteria. The City, at its sole discretion, may contact the references and/or visit one or more of the projects listed in response to this solicitation as part of the evaluation process. A shortlist of firms MAY be interviewed for final ranking. If an interview is held, it will be no longer than one hour in length and consist of a presentation from the short-listed firms followed by questions and answers. The presentation time and date (if necessary) will be assigned by the City.

4. SELECTION CRITERIA:

Any proposal that does not meet the minimum qualifications as stated above will be rejected. The criteria below are not necessarily listed in order of importance. Proposals will be evaluated on the following criteria:

CRITERIA	MAXIMUM POINTS
Cover Letter and Forms	0
Dredging QA/QC Methods and Procedures	10
Related Rock Experience	10
Methodology, Approach, Material Management, Transportation, and Disposal	40
Schedule of Values	40
TOTAL	100

5. SUBMITTAL REQUIREMENTS:

1. Interested firms shall include the following information in their submittal responses to this solicitation. The following format and sequence should be followed in order to provide consistency in the firm's responses and to ensure each proposal receives full consideration. Use 8 ½ x 11 sheet pages only with minimum font size of 10 points and with tabs or section dividers to separate sections as defined below. More than one section is permitted on one page unless otherwise indicated below. Undesignated information shall be inserted at the rear of each package. Place page numbers at the bottom of every page, excluding dividers. Proposal documents should not contain links to other web pages; such links will not be reviewed for evaluation purposes.
2. **PLEASE INCLUDE PAGE TABS/ SECTION DIVIDERS** so that those evaluating your submittal can easily compare each section with others that are submitted. If any of the information provided by the Proposer is found to be substantially unreliable, in the sole opinion of the Evaluation Committee and Purchasing & Contracts Manager, their proposal may be rejected.
3. Proposers shall submit one (1) original hard copy (clearly marked as such) of the response and five (5) copies (clearly marked as such) of the response and one (1) properly indexed Windows© compatible electronic version on a CD or USB flash drive set(s) containing the proposal submittal in an unlocked PDF format. The City may request specific files be submitted in specialty format (i.e., provide Price Forms or Project Timeline in Excel format.) Vendor shall accommodate such specialty requests as stated within the submittal requirements described herein. Should files not be provided in the format or quantity as requested, Vendor may be deemed Non-Responsive and therefore ineligible for award. In case of any discrepancies, the original will be considered by the City in evaluating the Proposal, and the electronic version is provided for the City's administrative convenience only. Limit the color and number of images to avoid unmanageable file sizes.

Pre-Qualified vendors interested in providing East Naples Bay Dredging & Rock Removal Project services described in this request are invited to submit a proposal. Submittals shall address the evaluation criteria. Please use the below TAB format for your proposal. Proposals should be concise and clear.

Tab 1 - Cover Letter and Forms

- Maximum two pages outlining why the City should select your firm/team. Identify who will be the point of contact including their email address. Identify the who will be the point of contact including their email address. Identify the Project Manager and in which office they are located.
- Items for Baseline Eligibility - Include Mandatory Form information from the Submission Check List page including any applicable licenses / certifications.

NOTE: There is a 50 printed (single sided) page maximum for the information below.

Tab 2 - Dredging QA/QC Methods and Procedures

1. Describe the quality control procedures/computer software to be implemented for establishing and maintaining horizontal positioning and vertical accuracy during dredging of the rock and sediment (the Contractor must have 0.1 ft accuracy in the horizontal and 0.1 ft accuracy in the vertical).
2. Describe the QA/QC procedures that will be implemented that will ensure the final as-built bathymetric surface will meet the -5.4 ft NGVD29 design template and that the bottom contours will be smooth and uniform following rock removal.
3. Describe quality control measures to monitor and manage noise and vibration during the rock removal process.

Note: It is very important that the rock removal operation be done in a manner to minimize impacts to adjacent areas through both noise and vibration reduction and monitoring.

Tab 3 - Related Rock Experience

Describe your firm's experience on previous projects where rock was encountered. Rock experience in marine environments is preferred, but upland rock excavation experience and similar projects will be considered (e.g., lakes, trenching, quarries, etc.). Please describe where you encountered rock on a project and what methods were used to remove the rock.

Tab 4A - Dredging Methodology and Approach to Removal of Rock and Sediment

1. Describe the procedure and all equipment and methods to be used to excavate the sediment/rock in the designated areas.
2. Describe your transportation methods for the rock/sediment from the canals to the Naples Landing area and then to the contractor's staging and dewatering area.
3. Where do you propose final disposal or beneficial reuse of the rock/sediment?

4. How will you contact homeowners to move vessels from canals? If vessels are not removed from the canal, how will you operate safely?
5. Include the names and qualifications of your Superintendent/Project Manager(s) who will be onsite and responsible for this project. Include staff and their experience using the proposed equipment who will be operating similar equipment on this project.

Note: Blasting is not a permitted method of rock removal for this project.

Note: Previous attempts to break up rock for removal using a large steel pile or "punch" dropped repeatedly from a crane were unsuccessful and extremely time consuming. This method generated excessive vibrations and resulted in damage to nearby structures. This method will not be accepted as an approved method for rock removal for this project.

Tab 4B - Material Management, Transportation and Disposal Location

1. Please describe how the sediment and rock will be managed at the staging area and describe how the material will be transported safely to the final disposal site or a beneficial reuse location.
2. Describe in detail the Contractor's proposed disposal or beneficial reuse method(s).
3. Describe how the Contractor will provide verification to the City of delivery of material to its final location.
4. Describe how the Contractor will comply with all FDOT laws regarding safety, legal truck weight, and sealed trucks to prevent leakage.

Tab 5 - Schedule of Values

- Provide a signed Schedule of Values as contained within the bid documents.

SS. INCURRING COSTS

The City of Naples is not liable for any costs incurred by the offeror submitting a proposal in response to this solicitation. The cost to prepare the proposal and travel to project interviews shall be the full responsibility of the proposer.

TT. FIRM RANKING AND SELECTION

Based on the results of the evaluation process and selection criteria, the Evaluation Committee will prepare a prioritized ranking of firms. City staff will present an agreement to the top ranked firm for East Naples Bay Dredging & Rock Removal Project services. Should contract negotiations fail with the top ranked firm, the City will enter into discussions with the second ranked firm, and so on, until an acceptable agreement has been reached between the City and the selected firm. The final contract will then be forwarded to the City Council for approval.

1) TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS FOR EAST NAPLES BAY DREDGING PROJECT

TS-1.0	Detailed Scope of Work
TS-2.0	Preconstruction Meeting and Submittals
TS-3.0	Order of Work
TS-4.0	Layout of the Work
TS-5.0	Obstruction of Channel
TS-5.1	Notifications to Homeowners of Activity
TS-6.0	Record Drawings
TS-7.0	Site Conditions
TS-8.0	Site Preparation
TS-9.0	Notice to Mariners
TS-10.0	Miscellaneous
TS-11.0	Environmental Protection
TS-12.0	Permits
TS-13.0	General Construction Notes from Construction Drawings
TS-14.0	Safety Notes
TS-15.0	Dewatering Site Construction Notes
TS-16.0	Dredge Construction Notes
TS-17.0	Standard Manatee Construction Conditions
TS-18.0	Video/Environmental/Vibration Monitoring Requirements
Appendix A	FDEP and USACE Permits
Appendix B	Construction Drawings (22"x34")
Appendix C	Geotechnical Reports

TS-1.0 SCOPE OF WORK

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

TS-2.0 PRE-CONSTRUCTION MEETING AND SUBMITTALS

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

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

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

TS-3.0 ORDER OF WORK

TS-3.1 The order of Work shall generally be: preparation of staging areas, dredging of the canal system, which includes removal of both sediment and rock, ongoing maintenance of the staging areas and transport of material to its final disposal location. The order of Work will be subject to change based on priorities of the City.

TS-3.2 The sequencing of the canals must be approved by the City prior to construction. The City requests that dredging begin in Royal Harbor, and proceed from South to North. The Contractor must finish a canal completely before moving their equipment and beginning the next canal in the project area. Final payment for each canal will not be made until the City/Engineer has fully accepted the canal as being 100% complete (per the City's survey) as defined in Item 11 of the Bid Documents.

TS-4.0 LAYOUT OF THE WORK

TS-4.1 The Contractor shall complete the layout (initial stake-out) of the work per the construction plans. The Contractor may elect to only stake out a portion of the job initially to reduce the impact to the local boaters. The Contractor shall furnish such stakes, buoys, equipment, tools, and qualified personnel as needed for maintaining such staking necessary for completion of the Work. It is the Contractor's responsibility to retrieve the stakes from the canals when the Work within the canal has been deemed complete.

TS-4.2 The Contractor shall be responsible for continuously maintaining the position of the dredge or excavating equipment within the prescribed dredging limits. Contractor shall continuously monitor tide levels and depth of digging to ensure that the designed depth of -5.4 ft NGVD29 is met. The Contractor shall have adequate personnel on site with ability to set accurate control for continual dredge operations.

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

1. Ends of Canals: No dredging shall occur within 20 ft of the shoreline at the end of any of the canals as part of the City of Naples' portion of the East Naples Bay Dredging Project. This would include the shoreline as measured at 0 ft NGVD29 at seawalls, revetments or embankments at the ends of the canals.
2. Seawalls along Canals: No dredging shall occur within 10 ft of any seawall within the East Naples Bay Dredging Project. In cases where dredging is shown along side slopes within 10 ft of a seawall, a box cut located more than 10 ft from the seawall may be done no deeper than the dredge limit of -5.4 ft NGVD29 to achieve the same depth of dredging at that station.

3. **Piling and Boat Slips:** No dredging shall occur within 10 ft of any fixed boat slip or mooring pile under the City of Naples' portion of the East Naples Bay Dredging Project. In cases where dredging is shown along side slopes within 10 ft of a boat slip or mooring piling associated with a boat slip, a box cut located more than 10 ft from the boat slip or mooring piling may be done no deeper than the than the dredge limit of -5.4 ft NGVD29 to achieve the same depth at that station.

TS-5.0 OBSTRUCTION TO NAVIGATION OF CHANNELS

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

TS-5.1 NOTIFICATIONS TO HOMEOWNERS OF ACTIVITY

The contractor shall notify homeowners at least seven (7) days in advance of construction activities in their canal – by door hangers and/or mailings so that adequate time is allowed for homeowners to move their vessels from the canal before the dredging operation. It is the Contractor's responsibility to provide notification to the City in writing if there is a vessel that has not been moved that will interfere with dredging activities.

TS-6.0 RECORD DRAWINGS AND AS-BUILT SURVEYS

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

payment, the Record Shop Drawings shall be revised by the Contractor to reflect any changes which have occurred.

TS-6.2 Following the completion of the dredging of all the canals, the Contractor shall provide final as-built surveys using multibeam sonar to collect bottom elevations on a minimum of 1'x'1' grid pattern across the canal. These surveys shall be used for determining project completion on a canal by canal basis and shall be used to comply with the as-built plan submittal to the Florida Department of Environmental Protection and United States Army Corps of Engineers. The Contractor shall furnish three sets of signed and sealed as-built surveys upon completion. All post-dredge surveys shall be conducted by a licensed surveying firm in the State of Florida, that is approved by the City, with demonstrated experience in bathymetric data collection using multi-beam sonar with a minimum of a 1'x'1' horizontal grid collection pattern. Post-dredge surveys, including estimates of dredged volumes, shall be certified by a Licensed Professional Surveyor registered in the State of Florida. Contractor payments will be made based upon the lump sum price per canal, based upon the City's post-dredge survey. The Contractor will not be compensated for material removed outside or below the dredge template.

The City's survey data will succeed all other data collected by the contractor.

TS-7.0 SITE CONDITIONS

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

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

TS-7.3 Information and data furnished or referred to herein are for the Contractor's information, however, it is expressly understood that the City and Engineer shall not be responsible for any interpretation or conclusion drawn there from by the contractor. It is

the Contractor's responsibility to be familiar with local conditions of the rock in Southwest Florida that may in any manner affect performance of the Work.

TS-8.0 SITE RESTORATION

TS-8.1 During the stockpiling of material removed from the canal system, all sand and rock material placed on a temporary staging site, provided by the Contractor, must adhere to best management practices.

TS 8.2 Upon completion and acceptance of the dredging, the Contractor shall restore their staging area(s) to their preconstruction condition.

TS-9.0 NOTICE TO MARINERS

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

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

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

TS-10.0 GENERAL MATERIALS

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

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

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

TS-11.0 ENVIRONMENTAL PROTECTION

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

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

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

TS-12.0 PERMITS

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

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

TS-13.0 GENERAL CONSTRUCTION NOTES

TS-13.1. All elevations are in feet and refer to the National Geodetic Vertical Datum of 1929 (NGVD29).

TS-13.2. Mean Low Water (MLW) is equal to -0.4 ft NGVD29 for this project area according to benchmarks published on Florida Department of Environmental Protection Land Boundary Information Systems (LABINS) website.

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

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

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

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

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

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

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

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

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

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

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

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

TS-13.14. The Contractor shall be provided access to The Naples Landing Park to use for staging and offloading of dredge material for the City's project. The Contractor should be aware that this area is also used by other marine contractors that pay the City and therefore the City's contractor shall not obstruct access to other paying contractors at The Landings. Contractor must coordinate waterfront access with other marine contractors during the project.

TS-13.15. Construction traffic and equipment shall not impede the safe and efficient use of The Naples Landings Park and surrounding roadways. Contractor shall follow FDOT Standard Indices 600 and 604 for maintenance of traffic during construction of the temporary construction access connection. Contractor shall be responsible for the timely removal of any fugitive dust, sand or debris which may be caused by their actions from the right of way of The Naples Landings Park.

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

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

Stantec Consulting Services, Inc
Jeffrey R. Tabar, P.E., D.CE (Florida PE#54094)
5801 Pelican Bay Boulevard, Suite 300
Naples, FL 34108
Cell Phone: 410-443-2061
Email: Jeff.Tabar@stantec.com

TS-13.18. Engineer of Record is also the engineer hired to observe construction.

TS-13.19. Other contact information will be provided as necessary.

TS-13.20. Contractor shall not occupy private land outside of any easements or rights of way unless a written authorization has been signed by the property owner and provided to the City. It shall be the Contractor's responsibility to provide these agreements prior to construction, if required. Prior to the use of private lands, the Contractor shall submit a copy of the agreement(s) to the City. In the event that the Contractor uses private property for any purpose without first having the necessary approvals from the property owner or provided the necessary agreement to the City, the City will direct the Contractor

to immediately cease using such property – this includes vacant lots within the project area. Prior to application for final payment, the Contractor shall provide documentation from the owner of each piece of private property for which an agreement for use was provided, or for which the City has issued written notification to the Contractor, that each owner is satisfied with the manner in which the Contractor has restored the property. Final payment of or reduction in retainage shall not be paid until such documentation is received by the City.

TS-13.21. Under no circumstances will use of explosives for excavation of rock be permitted.

TS-13.22. Material removed from beyond the dredging limits as specified on the Contract Drawings shall be considered excessive dredging for which payment will NOT be made. The Contractor shall be responsible for all federal, state, and local regulatory implications, violations and/or fees as a result of excessive dredging. It is the Contractor's responsibility to determine the amount of overdredge needed to reach the design template of -5.4 ft NGVD29.

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

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

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

TS-13.26. The City has performed a feasibility level survey that is included in the Construction Drawings. This survey was used to calculate an estimated quantity of material to be dredged. This quantity is considered an estimate and is not the basis for payment to the Contractor. The contract will be awarded on a lump-sum basis. In-situ volumes are approximate and presented here for estimation purposes only. The contractor is responsible for verifying the amount of work required to complete the job in its entirety to the extents and elevations specified. Final payment will be made based upon completion of the dredge template to -5.4 ft NGVD29. The contractor will not be compensated for material removed outside or below the dredge template.

TS-13.27. The City obtained a pre-construction survey completed in July 2019 from its design consultant. This survey was used to calculate an estimated quantity of City material to be dredged or excavated. Total estimates of rock are based on in-situ volumes; no fluff or swell factor has been applied. Quantities presented below are considered estimates of the actual quantity to be removed. The actual quantity of material removed may vary from these estimates. In-situ volumes are approximate and presented here for estimation purposes only. The Contractor is responsible for verifying the amount of work required to complete the job in its entirety to the extents and elevations specified.

TS-13.28. No compensation will be made for overdredging. Final payment will be made based upon the lump sum price for volume of material removed within the design template only. The contractor will not be compensated for material removed outside the design template.

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

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

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

TS-13.31. Dewatered dredge material will be inspected by the City prior to final disposal

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

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

TS-13.34. The Contractor shall coordinate with the City and/or Engineer regarding scheduling of the City's surveys and how work completed meets the standards set in the Contractor's QA/QC plan. The surveys will be compared against the pre-construction survey and design template for certification of completion and payment. The post-dredge surveys will meet minimum technical standards and be signed and sealed by a Registered Land Surveyor (RLS) or Professional Surveyor & Mapper (PSM) in the State of Florida with experience in conducting bathymetric surveys. Surveys shall be conducted using a survey-grade multi-beam echosounder linked to a RTK-GPS or DGPS receiver for horizontal control that utilizes the nearest Coast Guard Radio Beacon for corrections. Surveys will be referenced horizontally to NAD83, Florida East Zone, US feet and referenced vertically to NGVD29, US feet. Survey data must be collected using multi-beam sonar on a 1'x1' grid pattern within the canals.

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

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

TS-13.37. Mobilization will be paid as a percent of completion. At 10% completion of work, 25% of the mobilization will be paid. At 25% completion of work, an additional 25% of the

mobilization amount will be paid (total 50%), and at 50% completion of work the remaining 50% the mobilization amount will be paid (total 100%).

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

TS-14.0 SAFETY NOTES

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

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

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

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

TS-15.0 DEWATERING SITE NOTES

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

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

TS-15.3. Contractor shall implement and maintain those measures necessary to prevent, control and abate any erosion of the ground surface or shoreline banks caused by the Work. The use of best management practices such as straw bales, erosion screens and turbidity screens shall be used for this portion of the Work. The Contractor shall construct or install temporary and permanent erosion and sedimentation control features as required. Erosion and sediment control measures such as berms, dikes, drains, sediment traps, sedimentation basins, grassing, mulching, straw bales, and silt fences shall be maintained until completion of the Work.

TS-16.0 DREDGE CONSTRUCTION NOTES

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

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

TS-16.3. All dredge activity will be conducted during daylight hours only. City of Naples Ordinance Section 16-291 limits construction activities in residential areas to Monday through Saturday between 7:00 a.m. to 6:00 p.m. No work may be conducted on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day. The Contractor must obtain a permit and approval from the City of Naples Building Department to request alternative working hours. Hours of work may be altered at any time at the discretion of the City. No work may occur at night - per FDEP standard manatee regulations.

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

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

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

TS-16.7. Turbidity control measures will be properly maintained in compliance with Federal and State Water Quality Standards. If turbidity levels exceed water quality standards, dredging activity will cease until levels return to the acceptable range. Water quality will be monitored by the Contractor at the sites located on Sheet C-900 in the construction drawings. Should turbidity be measured more than 29 NTU above background, work will cease until turbidity has fallen to an acceptable background level. Contractor is responsible for collecting turbidity readings each day at the proper times and locations. A copy of the report must also be sent to the City/Engineer by 10AM the following day, and weekly reports each Monday to the FDEP for the prior week of work.

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

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

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

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

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

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

TS-16.14. It is the responsibility of the Contractor to provide for all equipment ingress and egress to and from the Project work areas. The Contractor shall make an investigation of water access routes and the roads for transportation, load limits for bridges and roads, and other road conditions affecting the transportation of materials and equipment to the Work sites. The Contractor shall also investigate the availability of any staging, storage, and stockpiling areas and shall make all arrangements for use of any such areas for the delivery of any materials and equipment to be used in completing the Work. This project has been commissioned by the City of Naples, Florida and use of the Naples Landings Park for temporary loading and unloading of material will be at no cost unless loading, unloading or any other activity by the Contractor interferes with the day-to-day operation of the Landings. Operations that result in conflicts with other users of the Landings will require a \$300 half day fee or a \$500 full day fee. A 24-hour advance notice of the Landings use shall be given to the City of Naples Harbormaster, Don Spearman (citydock@naplesgov.com), 239-213-3070.

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

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

with the choice of equipment, determine what impact these conditions will have on the dredging operation.

TS-16.17. The Contractor will be required to conduct the Work in such manner as to obstruct navigation as little as possible during normal working hours. In the event the Contractor's equipment obstructs the channel as to make difficult or endanger the safe passage of vessels, Contractor shall make reasonable efforts to afford a practicable and safe passage. Upon the completion of the Work the Contractor shall promptly remove the dredge equipment, pipelines, etc., including buoys and other markers, to allow safe passage. In addition, the Contractor will not obstruct navigation during non-working periods, weekends, and any suspension of Work that occurs for the duration of the Project. The Contractor will also be required to remove obstructions (including turbidity curtains, once turbidity is less than 29 NTU above background) to navigation during the evening after normal working hours and will maintain close communication with the City as to traffic conditions and to any problems that arise.

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

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

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

TS-16.21. Final Inspection will be scheduled by the City based upon the results of Pre-Final Inspection. The Contractor shall notify the City when ready for the Final Inspection and the City will schedule the inspection to be performed within ten (10) business days.

The Contractor will be responsible for assuring that Work will be complete and acceptable by the final inspection date. Contractor's failure to have the Work completed by this inspection will be cause for the City to bill the Contractor for the City's additional inspection costs and possible liquidated damages.

TS-17.0 STANDARD MANATEE CONSTRUCTION CONDITIONS

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

TS-17.1. The Contractor shall instruct all personnel associated with the project of the potential presence of manatees and the need to avoid collisions with manatees. All construction personnel are responsible for observing water-related activities for the presence of manatees.

TS-17.2. The Contractor shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees, which are protected under the Marine Mammal Protection Act of 1972, the Endangered Species Act of 1973, and the Florida Manatee Sanctuary Act.

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

TS-17.4. All vessels associated with the construction project shall operate at "no wake/idle" speeds at all times while in the construction area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.

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

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

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

TS-18.0 VIDEO/ENVIRONMENTAL/VIBRATION MONITORING REQUIREMENTS

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

Electronic Video verification Plan Requirements: The Contractor shall perform electronic surveillance to document the pre-condition of the entire length of the project area at low tide including, but not limited to each canal and the Naples Landing Boat Ramp area. The Contractor shall provide all material, equipment, transportation, labor and incidentals to prepare a color audio-video recording prior to beginning of construction to serve as a record of pre-construction conditions.

- All electronic and written records shall become the property of City.
- **Scheduling:** Make recordings within 30 days prior to commencement of construction. No construction shall begin prior to review by the City and/or Engineer of the video coverage of the construction area.
- The City shall have the authority to reject all or any portion of recordings not conforming to specifications and order that it be redone at no additional charge. The Contractor shall reschedule unacceptable coverage within five days after being notified.
- **Products:** The total audio-video system and the procedures employed in its use shall be such as to produce a finished product that will be admissible as evidence in a legal or administrative proceeding involving the project. The video portion of the recording shall produce bright, sharp, clear pictures with accurate colors and shall be free from distortion or any other form of picture imperfection. The audio portion of the recording shall clearly produce the commentary of the camera operator and be free of distortion.

- All video recordings shall, by electronic means, display on the screen the time of day, the month, day and year of the recording, the canal designation per the construction plans and the horizontal location of the recording in relation to the project stationing. This time and date information must be continuously and simultaneously generated with the actual recording.
- Equipment: The color video camera used in the recording shall be of Industrial Grade and shall have EIA Standard NTSC type color.
- The recording shall be made with an Industrial Grade recorder. The audio documentation shall be recorded in SP mode.
- The video equipment used for the recordings shall be high resolution color. The video recording cassette, card, memory chip, etc. shall be new and shall not have been used for any previous recording. The recorded video shall be compatible for playback with any American TV Standard device.
- Coverage: The recordings shall contain coverage of all surface features within the construction zone of influence and be conducted at low tide. These features shall include, but not be limited to, all docks, boat lifts, headwalls, seawalls, retaining walls, landscaping, trees, overhead projections, fences, spoil sites, temporary staging areas, etc. to provide accurate pre-construction documentation.
- Coverage shall be limited to one side of the project (canal) at a time and shall include all surface conditions located within the zone of influence supported by appropriate audio description.
- Panning, zoom-in and zoom-out rates shall be controlled to maintain a clear view of the object.
- Audio Content: Accompanying the video recording of each video shall be a corresponding and simultaneously recorded audio recording. This audio recording, exclusively containing the commentary of the camera operator, shall assist in viewer orientation and in the identification, or objective description of the features being shown in the video portion of the recording.
- The audio recording shall be free from any conversation between the camera operator and any other production technicians that is not pertinent to the project.

- **Conditions of Recording:** All recording shall be performed during at low tide times of good visibility. No recording shall be done during periods of significant precipitation, mist or fog. The recording shall only be done when sufficient sunlight is present to properly illuminate the subjects and to produce sharp, bright video recordings of those subjects.

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

TS-18.3. Vibration monitoring will be the responsibility of the Contractor during rock excavation activity. The Contractor shall retain a licensed engineer or other qualified professional to conduct a pre-construction site inspection of the adjacent properties prior to commencing any rock excavation. The professional shall perform on-site seismic monitoring during construction and shall conduct a post-construction inspection. Inspection and monitoring shall consist of any property within 100 feet of the proposed activity, and shall comply with City of Naples Ordinance Section 16-291. Inspections of all potentially affected structures (homes, foundations, pools, garages, etc.) shall be completed. Two (2) seismographs attended by an engineering or inspection representative are required to be provided by the Contractor. The vibration inspector shall move the seismographs as the rock removal operation moves along the canal, and shall move alongside the canal closest to the excavating barge as the work progresses.

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

TS-18.5. The Contractor's QA/QC plan, the contractor shall detail the level of inspection specifically to be performed on dwellings and structures within 100 feet of rock removal. Inspections will include the interior of structures; however, the City recognizes that property owners may not comply with interior inspections in a timely manner or at all. Therefore, the lack of an interior inspection prior to rock excavation will not cause the

City to delay the contractor from work as long as the Contractor can demonstrate that it has made a legitimate attempt to contact the property owner. The City will provide the Contractor with property owner contact information.

Under Separate Files

Appendix A

Permits: This section contains the permits that have been obtained by the City of Naples from the Florida Department of Environmental Protection and the US Army Corps of Engineers.

- FDEP Environmental Resource Permit 11-0295486-003 EM, Issued December 09, 2019
- US Army Corps of Engineers Nationwide Permit SAJ-2009-01709 (NW-RWR), Issued May 07, 2020

Appendix B

- 100% Construction Drawings (22"x34")

Appendix C

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

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

EXHIBIT B

BASIS OF COMPENSATION

As consideration for providing the Services as set forth in the Agreement, the CITY agrees to pay, and the CONTRACTOR agrees to accept payment on a time and reimbursement cost basis as indicated in Attachment B-1 which is attached and made a part of this Agreement. The CITY is adding a separate \$50,000.00 CITY controlled Contingency to the issuance of this Agreement making the total amount of the Agreement at \$3,284,325.00.

Retainage of (5%) five percent will be a part of said agreement and future payments.

END OF EXHIBIT B



SCHEDULE OF VALUES
RFP 21-036
East Naples Bay Dredging & Rock Removal Project - RFP

ITEM NO.	LINE ITEM DESCRIPTION	EST QTY	UNIT	UNIT COST	TOTAL COST
1	Mobilization	1	Job	\$750,000.00	\$750,000.00
2	Preconstruction Video	1	Job	\$190,000.00	\$190,000.00
3	Rock Removal and Dredging ¹	3,967	CY	\$475.00	\$1,884,325.00
4	Hauling/Disposal	1	Job	\$60,000.00	\$60,000.00
5	Vibration Monitoring	1	Job	\$130,000.00	\$130,000.00
6	Turbidity Monitoring/Control	1	Job	\$40,000.00	\$40,000.00
7	Staging Area Restoration	1	Job	\$30,000.00	\$30,000.00
8	Surveys	1	Job	\$100,000.00	\$100,000.00
9	Demobilization	1	Job	\$50,000.00	\$50,000.00
BID TOTAL (Line Items 1 through 9)					\$3,234,325.00
Three Million Two Hundred Thirty Four Thousand Three Hundred Twenty Five Dollars and Zero Cents					
BID TOTAL (IN WRITING):					

Canal Name	Sediment Volume (cy)	Rock Volume (cy)	Total Volume (cy)	Canal Cost
Canal DD-DD	129.2	231.6	360.7	\$171,332.50
Canal CC-CC	93.2	271.1	364.3	\$173,042.50
Canal BB-BB	0.6	733.1	733.7	\$348,507.50
Canal AA-AA	110	41.3	151.3	\$71,867.50
Canal Z-Z	90.2	52.4	142.6	\$67,735.00
Canal Y-Y	55.7	170.7	226.4	\$107,540.00
Canal X-X	119.6	176.1	295.8	\$140,505.00
Canal W-W	41.6	86.3	127.8	\$60,705.00
Canal V-V	34	0.4	34.4	\$16,340.00
Canal U-U	0.9	0.5	1.4	\$665.00
Canal T-T	0	0	0	No Dredging
Canal S-S	15.9	23.9	39.8	\$18,905.00
Canal R-R	51.1	113.7	164.8	\$78,280.00
Canal Q-Q	2	13.3	15.2	\$7,220.00
Canal P-P	0.1	6.1	6.3	\$2,992.50
Canal O-O	0	0	0	No Dredging
Canal N-N	1.5	8.6	10.1	\$4,797.50
Canal M-M	0	31.1	31.1	\$14,772.50
Canal L-L	4.4	0.9	5.3	\$2,517.50
Canal K-K	0	0	0	No Dredging
Canal J-J	0	0	0	No Dredging
Canal I-I	0	0	0	No Dredging
Canal H-H	0	0	0	No Dredging
Canal G-G	0	0	0	No Dredging
Canal F-F	0.4	0.2	0.5	\$237.50



Canal E-E	7.4	6.4	13.8	\$6,555.00
Canal D-D	6.8	3.3	10.1	\$4,797.50
Canal C-C	3	4.7	7.7	\$3,657.50
Canal B-B	15.7	0.2	16	\$7,600.00
Canal A-A	116.8	506	622.8	\$295,830.00
Canal Main B/B1	201.2	384	585.3	\$278,017.50

Note 1: Please include the "price per canal" in the table above that breaks down the dredging costs by canal used for the total in Line Item #3. Due to the nature of rock removal, construction methods will inevitably generate an overdredge volume in the process of achieving the design depth of -5.4 ft NGVD29 throughout the removal areas. The Contractor must make their own determination of the amount of overdredge that they are likely to remove by their specific construction method in order to ensure that they have achieved the -5.4 ft NGVD29 design template. This overdredge amount shall be included in the contractor's lump sum bid price for all rock removal. No separate line item or allowance will be paid for overdredge beyond the -5.4 ft depth. This is a lump sum project for removal of all rock necessary to achieve the dredge template of -5.4 ft NGVD29. The project permits allow for dredging to 6.4 ft NGVD29 per state and federal permits. Any dredging below -6.4 ft NGVD29 will be considered non-compliant with permits. If the contractor cannot successfully remove 100% of the material in the dredge template due to circumstances beyond their control (e.g., a new boat lift that obstructs the canal), payment will be made for percent complete based upon the City's survey.

This solicitation has potential for P-Card Payment. Does your company accept credit card payment? YES ___ NO X

If "yes" please indicate payment options on the below chart.

Payment Options	YES	NO	PERCENT AND/OR TERMS FOR EARLY PAYMENT
Is there a discount for a credit card payment?			
Is there an additional charge for credit card payment?			
Discount for early payment?			
Prompt payment terms: _____ % _____ Days; Net 30 Days			

Company Name: Quality Enterprises USA, Inc.

EIN: 54-0947002

Email: LGAUDIO@QEUSA.COM

Name and Title of individual completing this schedule:

Louis J. Gaudio
(Printed Name)

Vice President
(Title)


(Signature)

5/5/21
(Date)

EXHIBIT C

GENERAL INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

The Certificate must state the bid number and title.

When using the ACORD 25 – Certificate of Insurance only the most current version will be accepted.

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

[If other insurance or insurance requirements or any waivers, attach as Exhibit C-1 through C-__]

EXHIBIT D

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The undersigned is the **Vice President of the Quality Enterprises USA, Inc.**, company ("the CONTRACTOR"), and hereby certifies to the following:

1. The CONTRACTOR is in full compliance with all provisions of the Immigration Reform and Control Act of 1986 ("IRCA"), as well as all related immigration laws, rules, regulations pertaining to proper employee work authorization in the United States.

2. The undersigned has verified that the CONTRACTOR has obtained and maintains on file, and will continue to obtain and maintain on file, all documentation required by law, including but not limited to, Form I-9, Employment Eligibility Verification, for all persons employed by or working for the CONTRACTOR in any capacity on any project for the City of Naples (CITY). All such persons have provided evidence of identity and eligibility to work to the CONTRACTOR in accordance with the IRCA and related law. The undersigned hereby affirms that no person has been or will be employed by the CONTRACTOR to work on projects for the CITY who is not authorized to work under law. The undersigned further affirms that the CONTRACTOR's files will be updated by written notice any time that additional employees work on projects for the CITY.

3. The CONTRACTOR will have its contractors, subcontractors, suppliers and vendors who are involved in projects for the CITY to sign a written acknowledgment that they too are in compliance with immigration law. It is understood that failure to do so could result in the CONTRACTOR being liable for any violation of the law by such third parties.

4. The CONTRACTOR will fully cooperate with and have its contractors, subcontractors, suppliers and vendors to fully cooperate with, all inquiries and investigations conducted by any governmental agency in connection with proper compliance with the laws pertaining to appropriate work authorization in the United States.

5. The undersigned, on behalf of the CONTRACTOR, acknowledges that this Certification may be relied upon by the CITY, its officers, directors, employees, and affiliates or related persons and entities.

6. If it is found that the CONTRACTOR has not complied with the laws pertaining to proper employment authorization, and any legal and administrative action ensues against the CITY, the CONTRACTOR will indemnify, defend and hold the CITY harmless along with their officers, directors, employees, and affiliated or related persons and entities.

7. The CONTRACTOR acknowledges that the CITY by their authorized representatives shall have the right, at any time, upon 24 hours' notice, to examine the CONTRACTOR's books and records to confirm that the CONTRACTOR is in compliance with the terms of this certification.

Executed this 15th day of June, 2021.

By: 

Louis J. Gaudio, Vice President

RFP 21-036 Agreement - Amendment #1

EAST NAPLES BAY DREDGE & ROCK REMOVAL PROJECT

CONTRACT LANGUAGE MODIFICATIONS – LEGAL REVIEW

ADD NEW LANGUAGE

ARTICLE SIXTEEN - PROTECTION OF PUBLIC AND PRIVATE PROPERTY

16.1. Contractor shall assume full responsibility for any damage to any property including but not limited to boats, docks, boat lifts, seawalls, trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities, resulting from the performance of the work. The Contractor, at their own expense, shall make prompt repairs to any damage they may cause to public or private property while continuing to pursue the City's work.

16.2. Contractor shall provide adequate protection for both curbs/sidewalks/grass areas over which trucks and equipment pass to reach the project site and repair/replace all damaged areas, at no cost to the owner.

16.3. Contractor shall upon receipt of either written or oral notice must immediately discontinue any practice that is hazardous in the opinion of the Project Manager. The contractor must comply with all OSHA and other Federal and State safety standards. Blocking of the public street, except under extreme emergency conditions, will not be permitted unless prior arrangements have been made with the Project Manager and the City Police and Fire Departments and other agencies having jurisdiction over the street to be closed.

ADD NEW SECTION 4.2 (Technical Specifications):

Section GG: COMPENSATION

4.2 Progress Payments for Bid Schedule Item #3 Rock Removal and Dredging may be submitted based on canal completion once the Contractor's survey indicating the requested payment for a canal is 100% complete as verified by the City and/or Engineer. The contractor's survey must be submitted along with their progress payment request verifying canal completion. The City will perform its own multibeam survey to verify the completion of work after the progress payment request is received, prior to payment. QA/QC field checks by the contractor with the City and/or Engineer present must be conducted prior to the Contractor ordering their survey in each canal. Field checks by the City and/or Engineer will not constitute acceptance of work as basis for completion or payment.

E-VERIFY AFFIDAVIT: EXHIBIT E: Reference: RFP 21-036 : Quality Enterprises USA, Inc.

Attachment: Immigration Law Affidavit Certification

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

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

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

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

Company Name Quality Enterprises USA, Inc.

Print Name Louis J. Gaudio Title Vice President

Signature  Date 6/15/21

State of Florida

County of Collier

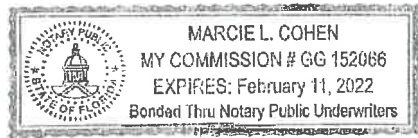
The foregoing instrument was signed and acknowledged before me this 15th day of June, 2021, by

Louis J. Gaudio who has produced N/A - Known as identification.
(Print or Type Name) (Type of Identification and Number)


Notary Public Signature

Marcie L. Cohen
Printed Name of Notary Public

GG 152066 2/11/22
Notary Commission Number/Expiration



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