



# REQUEST FOR PROPOSAL

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

## COVER SHEET

NOTIFICATION DATE:  <b>4/8/2021</b>	SOLICITATION TITLE  <b>East Naples Bay Dredging &amp; Rock Removal Project - RFP</b>	SOLICITATION NUMBER:  <b>21-036</b>	OPENING DATE & TIME:  <b>5/5/2021 2:00 PM</b>
<p align="center"><b>PRE -PROPOSAL CONFERENCE DATE, TIME AND LOCATION:</b> A non-mandatory Pre-Proposal conference will be held Friday, April 16, 2021 at 10:00 A.M. local time in the Purchasing Division located at 735 8th St South, Naples FL, 34102</p>			
LEGAL NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL:			
MAILING ADDRESS:			
CITY-STATE-ZIP:			
PH:		EMAIL:	
FX:		WEB ADDRESS:	
AUTHORIZED SIGNATURE		DATE	PRINTED NAME/TITLE
<p>I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the City of Naples the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Naples all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of FL for price fixing relating to the particular commodities or services purchased or acquired by the City of Naples. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.</p> <p><b>FEI/EIN Number _____ DUNS Number _____</b></p>			
<p align="center"><b>Please initial by all that apply</b> I acknowledge receipt/ review of the following addendum</p> <p> <input type="checkbox"/> Addendum #1      <input type="checkbox"/> Addendum #2      <input type="checkbox"/> Addendum #3      <input type="checkbox"/> Addendum #4  <input type="checkbox"/> Addendum #5      <input type="checkbox"/> Addendum #6      <input type="checkbox"/> Addendum #7      <input type="checkbox"/> Addendum #8         </p>			

### PLEASE NOTE THE FOLLOWING

- > This page must be completed and returned with your bid.
- > Bids must be submitted in a sealed envelope, marked with solicitation number & opening date.
- > All submissions must be received, and date stamped by Purchasing staff prior to the above "OPENING DATE & TIME".
- > Submission received after the above opening date and time will not be accepted.
- > Bid tabulations will be available on the City of Naples web site <https://www.naplesgov.com/rfps>

## GENERAL CONDITIONS

**TO ENSURE ACCEPTANCE OF THE PROPOSAL, PLEASE FOLLOW THESE INSTRUCTIONS. ANY AND ALL SPECIAL CONDITIONS, ATTACHED HERETO, HAVE PRECEDENCE.**

1. **SEALED PROPOSAL:** All proposals must be submitted in a sealed envelope. The face of the envelope shall contain the proposal name and proposal number. Proposals not submitted on attached proposal form shall be rejected. All proposals are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.
2. **DEFINITIONS:** Uses of the following terms are interchangeable as referenced: "vendor, contractor, supplier, proposer, company, parties, persons", "purchase order, PO, contract, agreement", "city, City of Naples, Naples, agency, owner, requestor, parties", "bid, proposal, response, quote".
3. **BID EXPENSES:** Bidders shall bear all costs and expenses incurred in developing, preparing, and submitting bids.
4. **EXECUTION OF PROPOSAL:** Proposal must contain a manual signature of authorized representative in the proposal section. Proposal must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by proposer to his proposal must be initialed.
5. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid submittal to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
6. **NO PROPOSAL:** If not submitting a proposal, respond by returning the Statement of No Proposal and explain the reason in the spaces provided. Failure to respond 3 times in succession without justification shall be cause for removal of the supplier's name from the proposal mailing list. NOTE: To qualify as a respondent, proposer must submit a "NO PROPOSAL," and it must be received no later than the stated proposal opening date and hour.
7. **PROPOSAL OPENING:** Shall be public, on the date and at the time specified on the proposal form. It is the proposer's responsibility to assure that his 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. Offers by telegram; telephone; or fax are not acceptable. Proposal files may be examined during normal working hours.
8. **WITHDRAWAL OF PROPOSALS:** Withdrawal of a proposal within sixty (60) days after the opening of proposals is subject to suspension or debarment in accordance with Section 2-668(2) of the City Code.
9. **PRICES, TERMS and PAYMENT:** Prices shall be proposed if required by this request for proposal and include all packing, handling, shipping charges and delivery to the destination shown herein. Proposer is encouraged to offer cash discount for prompt invoice payment. Terms of less than 20 days will not be considered.
  - A. **TAXES:** The City of Naples does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. See exemption number on face of purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of City-owned real property.
  - B. **MISTAKES:** Proposers are expected to examine the specifications, delivery schedule, proposal prices, extensions, and all instructions pertaining to supplies and services. Failure to do so will be at proposer's risk. In case of mistake in extension, the unit price will govern.

- C. CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this proposal shall be a new, current standard production model available at the time of this proposal. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
- D. SAFETY STANDARDS:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards there under.
- E. UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall carry U.L. approval and re-examination listing where such has been established.
- F. PAYMENT:** Payment will be made by the buyer after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. All invoices shall bear the purchase order number. Payment for partial shipments shall not be made unless specified in the proposal. Failure to follow these instructions may result in delay in processing invoices for payment. In addition, the purchase order number must appear on bills of lading, packages, cases, delivery lists and correspondence.
- G. CREDIT CARD PAYMENT:** The City of Naples may, at its discretion, use VISA/MASTER card credit network as a payment vehicle for goods and services purchased as a part of this contract. The City of Naples will not accept any additional surcharges (credit card transaction fees) as a result of using the City's credit card for transactions relating to this solicitation.
- 10. DELIVERY:** Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, unless otherwise specified. Unless otherwise specified, all prices are to be FOB-Destination.
- 11. MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The proposer may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If proposals are based on equivalent products, indicate on the proposal form the manufacturer's name and number. Proposer shall submit with his proposal, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous proposal will not satisfy this provision. The proposer shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Proposals which do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the proposal form.
- 12. SPECIAL CONDITIONS:** The Purchasing Department has the authority to issue Special Conditions as required for any solicitation. Any Special Conditions that vary from these General Conditions will take precedence over the General Conditions. The special additions are supplemental and in addition to the General Conditions. To the extent that there is a conflict between the General Conditions and the Special Conditions, the Special Conditions will apply and control to the extent of the conflict.
- 13. ADDENDA AND INTERPRETATIONS:** No interpretations of the meaning of the plans, specifications or other contract documents will be made orally to any bidder. Prospective bidders must request from the Purchasing and Contracts Manager such interpretation in writing. To be considered, such request must be received 10 calendar days prior to the bid opening. Request must reference the date of bid opening, bid title, and bid number. Failure to comply with this condition will result in bidders waiving their rights to dispute the proposal. Any and all interpretations and any supplemental instructions will be in the form of a written addenda which, if issued, will be posted on the City website and DemandStar.com not later than (3) days prior for the opening of bids. Failure of any bidder to receive any such addenda or

interpretation shall not relieve any bidder from any obligation under their bid as submitted. All addenda so issued shall become a part of the contract document.

**14. CONFLICT OF INTEREST:** All proposal awards are subject to Section 2-72 Conflict of Interest, City of Naples Code of Ordinances, which states: *"No public officer or employee shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of or is doing business with the city; nor shall an officer or employee have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his private interests and the performance of his public duties or that would impede the full and faithful discharge of his public duties. Any member of the city council or any city officer or employee who willfully violates this section shall be guilty of malfeasance in office or position and shall forfeit his office or position. Violation of this section with the knowledge, express or implied, of the person or corporation contracting with or making a sale to the city shall render the contract or sale voidable by the city manager or the city council."*

**15. CONE OF SILENCE:** "Cone of Silence" means a prohibition on any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation to Bid (ITB), or other competitive solicitation between:

Any person who seeks an award therefrom, including a potential vendor or vendor's representative, and

The City Council, City Attorney, and all City employees, and any non-employee appointed to evaluate or recommend selection in such procurement process.

The Cone of Silence shall not apply to communications with the Procurement Official to obtain clarification or information concerning the subject solicitation. Any such contact other than the Procurement Official may be considered grounds for disqualification. The City shall not be responsible for oral interpretations given by any City employee or its representative. For purposes of this section, "vendor's representative" means an employee, partner, director, or officer of a potential vendor, or consultant, lobbyist, or actual or potential subcontractor or sub-consultant of a vendor, or any other individual acting through or on behalf of any person seeking an award.

**16. AWARDS:** As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, all or none, divide the award or a combination thereof; to reject any and all proposals or waive any minor irregularity or technicality in proposals received.

**17. ADDITIONAL QUANTITIES:** For a period not exceeding ninety (90) days from the date of acceptance of this offer by the buyer, the right is reserved to acquire additional quantities up to but not exceeding those shown on proposal at the prices proposal in this invitation. If additional quantities are not acceptable, the proposal sheets must be noted "PROPOSAL IS FOR SPECIFIED QUANTITY ONLY." (THIS PARAGRAPH DOES NOT APPLY FOR A TERM CONTRACT.)

**18. SERVICE AND WARRANTY:** Unless otherwise specified, the proposer shall define any warranty service and replacements that will be provided during and subsequent to this contract. Proposers must explain on an attached sheet to what extent warranty and service facilities are provided.

The City of Naples will not accept any disclaimer of the warranties of merchantability and fitness for a particular purpose for the products offered. Proposals will clearly state any additional warranties and guarantees against defective materials and workmanship. A copy of the complete manufacturer's warranty statement is to be submitted with the proposal.

**19. SAMPLES:** Samples of items, when called for, must be furnished free of expense, and if not destroyed, may upon request, be returned at the proposer's expense. Each individual sample must be labeled with proposer's name, manufacturer's brand name and number, proposal number and item reference. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received with your proposal. If instructions are not received within this time, the commodities shall be disposed of by the City of Naples.

- 20. PROPOSAL PROTESTS:** The City of Naples has formal protest procedures that are available upon request.
- 21. INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency, unless loss or damage results from negligence by the ordering.
- 22. DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the buyer shall be final and binding on both parties.
- 23. GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful proposer to notify the buyer at once, indicating in his letter the specific regulation which required an alteration. The City reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the City.
- 24. LEGAL REQUIREMENTS:** Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a proposal response hereto and the City of Naples by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any proposer shall not constitute a cognizable defense against the legal effect thereof.
- 25. PATENTS AND ROYALTIES:** The proposer, without exception, shall indemnify and save harmless the City of Naples and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Naples. If the proposer uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
- 26. ADVERTISING:** In submitting a proposal, proposer agrees not to use the results there from as a part of any commercial advertising.
- 27. ASSIGNMENT:** Any Purchase Order issued pursuant to this proposal invitation and the monies which may become due hereunder are not assignable except with the prior written approval of the buyer.
- 28. LIABILITY:** The supplier shall hold and save the City of Naples, its officers, agents, and employees harmless from liability of any kind in the performance of this contract.
- 29. PUBLIC ENTITY CRIMES:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 30. DISCRIMINATION:** Pursuant to Subsection 287.134(2)(a), F.S., "an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity".

**31. COUNTY TAXES:** No proposal shall be accepted from and no contract will be awarded to any person, firm or corporation that is in arrears to the government of Collier County, Florida.

**32. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES:** The City of Naples encourages and agrees to the successful proposer/proposer extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful proposer/proposer.

**IF THIS PROPOSAL IS FOR A TERM CONTRACT, THE FOLLOWING CONDITIONS SHALL ALSO APPLY**

**33. ELIGIBLE USERS:** All departments of the City of Naples are eligible to use this term contract. Such purchases shall be exempt from the competitive proposal requirements otherwise applying to their purchases.

**34. PRICE ADJUSTMENTS:** Any price decrease effectuated during the contract period by reason of market change shall be passed on to City of Naples. Price increases are not acceptable.

**35. CANCELLATION:** All contract obligations shall prevail for at least one hundred eighty (180) days after effective date of contract. After that period, for the protection of both parties, this contract may be cancelled in whole or in part by either party by giving thirty (30) days prior written notice to the other party.

**36. RENEWAL:** Contract will be in-place for a three (3) year term with an optional two (2) one (1) year renewals, if mutually agreed upon by the CITY and CONTRACTOR. Pursuant to the City of Naples Code of Ordinances, Sec.2-667(7)(e), the term of this contract may be extended by the parties for no more than two years. Each renewal or extension shall be automatically extended for automatic and successive additional terms, unless either party gives written notice to the other not fewer than ninety (90) days prior to the expiration of the then current term. It is recognized that the terms "renewal" and "extension" once had a distinct meaning in the law; however, the intent of this section is that no contract whether continued by a renewal, extension, or a combination of the two, will result in a term of more than three years plus two years, for a total of five years maximum without City Council approval.

**37. ABNORMAL QUANTITIES:** While it is not anticipated, should any unusual or abnormal requirements arise, the City reserves the right to solicit separate proposals thereon.

**38. FISCAL NON-FUNDING CLAUSE:** In the event sufficient funds are not budgeted for a new fiscal period, the City shall notify the contractor of such occurrence and the contract shall terminate on the last day of the current fiscal year without penalty or expense to the City.

**IF THIS PROPOSAL IS FOR PERFORMING A SERVICE, THE FOLLOWING CONDITIONS SHALL ALSO APPLY**

**39. ALTERNATIVE PROPOSALS:** Proposers offering service delivery methods other than those permitted by the scope of work may submit a separate envelope clearly marked "ALTERNATIVE PROPOSAL". Alternative proposals will be deemed non-responsive and will not be considered for award. All such responses will, however, be examined prior to award. Such examination may result in cancellation of all proposals received to permit rewriting the scope of work to include the alternative method, or the alternative method may be considered for future requirements of the City of Naples.

**40. ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns and transfers to the City of Naples all rights, titles and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State of Florida that relate to the particular goods or services purchased or acquired by the City of Naples under said contract.

**41. PROPOSER INVESTIGATIONS:** Before submitting a proposal, each proposer shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the City of Naples upon

which the proposer will rely. If the proposer receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the proposer from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

- 42. CERTIFICATES AND LICENSES:** The Contractor, at time of proposal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the City of Naples and Collier County for this project pursuant to all applicable Federal, State and Local Laws, Statutes, Ordinances, and rules and regulations of any kind.
- 43. CHANGE IN SCOPE OF WORK:** The City of Naples may order changes in the work consisting of additions, deletions or other revisions within the general scope of the contract. No claims may be made by the contractor that the scope of the project or of the contractor's services has been changed, requiring changes to the amount of compensation to the contractor or other adjustments to the contract unless such changes or adjustments have been made by written amendment to the contract signed by the City of Naples and the contractor. If the contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the contractor, the contractor must immediately notify the City in writing of this belief. If the City believes that the particular work is within the scope of the contract as written, the contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.
- 44. CHANGE ORDERS:** The City may, by field directive, authorize minor variations from the requirements of the contract documents, which do not involve an adjustment in the contract price or the contract time and are consistent with the overall intent of the contract documents. Supplemental agreements, in the form of "change orders" shall be used to clarify the plans and specifications, to provide for unforeseen work or alterations in plans, to change the limits of construction to meet field conditions, to provide a safe and functional connection to an existing facility, to make the project functionally operational in accordance with the intent of the original contract, or to adjust the contract price or the contract time requirements. The City of Naples will not pay more than a total of 10% on markup and overhead. Any supplemental agreement shall be approved by the City Manager, contractor and the architect/engineer, if applicable, prior to the commencement of the modified work. The City Manager may only approve contract change orders not exceeding 25 percent of the original contract that were originally approved by City Council. Contracts originally approved at \$50,000.00 or less will be limited to an amount that does not exceed \$75,000.00 for a change order or modification. (City Code Sec.2-667.(7)(a)(b).

The City reserves the right to make, at any time prior to or during the progress of the work, increases or decreases in the quantities of work as may be found necessary or desirable by the City. Compensation for changes in quantities shall be at the bid unit price for the specific item of work with no additional charges allowed for the change in quantity.

All unit prices for items of work in the original contract shall be considered all-inclusive of expenses necessary to accomplish the work regardless of the unit of measure (e.g. LS, LF, CY, SY, TN, etc.) including but not limited to:

1. Material
2. Delivery
3. Direct Labor
4. Taxes
5. Rental rates
6. Fringe Benefits
7. Overhead
8. Profit
9. Markup

A change in quantities whether greater than or lower than the original bid quantity shall be treated as if

the new quantity was part of the original quantity of work with respect to unit value. Upon approval of changed quantities the quantities shall be adjusted on the schedule of values to reflect the new total quantity of each item of work. Each proposal for change order shall list both the reduction in quantity of deleted work and increased quantity of added work. The City of Naples will not pay more than a total of 10% on markup and overhead when establishing a negotiated fee for items not listed by unit price.

- 45. AWARDED CONTRACT:** An awarded contract with hourly rates will determine any overtime that is authorized by the City and its Project Manager. Any authorized overtime rates will be based on the standard 1.5 time the indicated hourly rate. This multiplier will be used on any overtime hours being charged that have been mutually agreed upon by the CITY and CONTRACTOR.
- 46. RATE ADJUSTMENTS:** Rate Adjustments: Any adjustment to an awarded agreement that contains equipment and labor rates in the agreement shall be made in one or more of the following ways:
1. By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
  2. By unit prices specified in the Contract or subsequently agreed upon;
  3. By the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as specified in the Contract or subsequently agreed upon;
  4. In such other manner as the parties may mutually agree; or
  5. In the absence of agreement between the parties, by a unilateral determination by the Agency procurement officer of the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as computed by the Agency procurement officer in accordance with generally accepted accounting principles.
- 47. CONTRACTOR PERSONNEL:** The City of Naples shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the contractor. If the City reasonably rejects staff or subcontractors, the contractor must provide replacement staff or subcontractors satisfactory to the City in a timely manner and at no additional cost to the City. The day-to-day supervision and control of the contractor's employees and sub-contractors is the responsibility solely of the contractor.
- 48. COST REIMBURSEMENT:** The contractor agrees that all incidental costs, including allowances for profit and tools of the trade, must be included in the proposal rates. If an arrangement is made between the contractor and the City to reimburse the contractor for the cost of materials provided in the performance of the work, the contractor shall be reimbursed in the following manner: The City shall reimburse the contractor on completion and acceptance of each assigned job, only for those materials actually used in the performance of the work that is supported by invoices issued by the suppliers of the contractor describing the quantity and cost of the materials purchased. No surcharge shall be added to the supplier's invoices or included in the contractor's invoice submitted to the City that would increase the dollar amount indicated on the supplier's invoice for the materials purchased for the assigned job.
- 49. EXCEPTIONS:** Proposers taking exception to any part or section of the solicitation shall indicate such exceptions on the proposal form. Failure to indicate any exception will be interpreted as the proposer's intent to comply fully with the requirements as written. Conditional or qualified proposals, unless specifically allowed, shall be subject to rejection in whole or in part.
- 50. FAILURE TO DELIVER:** In the event of the contractor to fail to deliver services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure the services from other sources and hold the contractor responsible for any resulting purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have.
- 51. FAILURE TO ENFORCE:** Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.



- 52. FORCE MAJEURE:** The contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions and acts of God beyond the control of the contractor, unless otherwise specified in the contract.
- 53. INDEPENDENT CONTRACTOR:** The contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered servants or agents of the City of Naples and the City of Naples shall be at no time legally responsible for any negligence or any wrongdoing by the contractor, its servants or agents. The City of Naples shall not withhold from the contract payments to the contractor any federal income taxes, Social Security tax, or any other amounts for benefits to the contractor. Further, the City shall not provide to the contractor any insurance coverage or other benefits, including Workers' Compensation normally provided by the City for its employees.
- 54. ORAL STATEMENTS:** No oral statement of any person shall modify or otherwise affect the terms, conditions or specifications stated in this contract. All modifications to the contract must be made in writing by the City of Naples.
- 55. QUALIFICATIONS OF PROPOSERS:** The proposer may be required, before the award of any contract, to show to the complete satisfaction of the City of Naples that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The proposer may also be required to give a past history and references in order to satisfy the City in regard to the proposer's qualifications. The City may make reasonable investigations deemed necessary and proper to determine the ability of the proposer to perform the work, and the proposer shall furnish to the City all information for this purpose that may be requested. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, the proposer fails to satisfy the City that the proposer is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the proposer's qualifications shall include:
- > The ability, capacity, skill and financial resources to perform the work or service.
  - > The ability to perform the work service promptly or within the time specified, without delay.
  - > The character, integrity, reputation, judgment, experience, and efficiency of the proposer.
  - > The quality of performance of previous contracts or services.
- 56. QUALITY CONTROL:** The contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of the contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the City.
- 57. RECOVERY OF MONEY:** Whenever, under the contract, any sum of money shall be recoverable from or payable by the contractor to the City, the same amount may be deducted from any sum due to the contractor under the contract or under any other contract between the contractor and the City. The rights of the City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the contractor.
- 58. REQUIREMENTS CONTRACT:** During the period of the contract, the contractor shall provide all the services described in the contract. The contractor understands and agrees that this is a requirements contract and that the City shall have no obligation to the contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the City for the period of the contract. The amount is only an estimate and the contractor understands and agrees that the City is under no obligation to the contractor to buy any amount of services as a result of having provided this estimate or of having any typical or measurable requirement in the past. The contractor further understands and agrees that the City may require services in excess of the estimated annual contract amount and that the quantity actually used whether in excess of, or less than, the estimated annual contract amount and that the quantity actually used shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

- 59. TERMINATION FOR CONVENIENCE:** The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines that termination is in the City's best interest. Any such termination shall be effected by the delivery to the contractor of a written notice of termination of at least seven (7) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective. After receipt of a notice of termination, except as otherwise directed, the contractor shall stop work on the date of the receipt of the notice or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- 60. TERMINATION FOR DEFAULT:** The City of Naples reserves the right to terminate the contract if the City determines that the contractor has failed to perform satisfactorily the work required, as determined by the City. In the event the City decides to terminate the contract for failure to perform satisfactorily, the City shall give to the contractor at least seven (7) days written notice before the termination takes effect. The fifteen-day period will begin upon the mailing of notice by the City. If the contractor fails to cure the default within the seven (7) days specified in the notice and the contract is terminated for failure to perform satisfactorily, the contractor shall be entitled to receive compensation for all reasonable, allocable and allowable contract services satisfactorily performed by the contractor up to the date of termination that were accepted by the City prior to the termination. In the event the City terminates the contract because of the default of the contractor, the contractor shall be liable for all excess costs that the City is required to expend to complete the work under contract.
- 61. STATE AND FEDERAL EMPLOYMENT LAWS:** Contractors providing service to the City are required to comply with all state and federal employment laws. This includes, but is not limited to, laws resulting from the Immigration and Reform and Control Act of 1986, wherein all employers are required to verify the identity and employment eligibility of all employees. The Department of Homeland Security, U.S. Citizenship and Immigration Services require employees and employers to complete Form I-9 and the employer must examine evidence of identity and employment eligibility within three business days of the date employment begins. Non compliant contractors will be subject to contract sanctions, up to and including contract termination.
- 62. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:** [“Debarment and Suspension” and 2 CFR 180 “OMB Guidelines to Agencies on Government wide Debarment and Suspension.”](#) These rules require all contractors using federal funds not be debarred or suspended from doing business with the Federal Government. This includes sub-recipients and lower tier participant for covered transactions. Signing and submitting this document certified the organization and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency, and further have not within the preceding three-year period been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction.
- 63. 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](mailto:PublicRecordsRequest@naplesgov.com); Address: 735 81h Street S., Naples, Florida 34102; Mailing address: same as street address.
- 64. FLORIDA PUBLIC RECORDS LAW:** In accordance with Chapter 119, Florida Statutes, and, except as may be provided by other applicable State and Federal laws, all Proposers should be aware that sealed bids, proposals, or replies received by the City pursuant to a competitive solicitation thereto are in the public domain and are available for public inspection, review and copying. The Proposers are requested, however, to identify specifically any information contained in their bids/proposals which they consider confidential and/or proprietary, inclusive of trade secrets as defined in s. 812.081,

Florida Statutes, and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. All proposals received in response to any invitation to bid, request for proposals, or request for qualifications, will become the property of the City of Naples and will not be returned. In the event of an award, all documentation produced as part of the contract will become the exclusive property of the City. All materials that qualify for exemption from Chapter 119, Florida Statutes or other applicable law must be submitted in a separate envelope, clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE" with your firm's name and the proposal number marked on the outside. The City will not accept bids/proposals when the entire proposal is labeled as exempt from public disclosure.

Be aware that the designation of an item as exempt from public disclosure by a Proposer may be challenged in court by any person or entity. By designation of material in your proposal as exempt from public disclosure, Proposer agrees to defend the City of Naples (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to Proposer's designation of material as exempt from public disclosure and to hold harmless the City of Naples (and its employees, agents and elected and appointed officials) for any award to a plaintiff for damages, costs and attorneys' fees, and for costs and attorneys' fees incurred by the City by reason of any claim or action related to you designation of material as exempt from public disclosure.

**Note: Proposer's References and Proposal Cost or Price will be deemed a public record, and if a claim of confidentiality is made, the City may deem the proposal non-responsive.**

In accordance with Chapter 119.071(1)(b)2. of the Florida Statutes, sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

In accordance with Chapter 119.071(1)(c)3. of the Florida Statutes, if an agency rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the agency concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial agency notice rejecting all bids, proposals, or replies.

In accordance with Chapter 286.0113(2)(c)3. of the Florida Statutes, if the agency rejects all bids, proposals, or replies and concurrently provides notice of its intent to reissue a competitive solicitation, the recording and any records presented at the exempt meeting remain exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial agency notice rejecting all bids, proposals, or replies.

**65. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE:** City of Naples, in accordance with the provisions of Title VII of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all Proposers that it will ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals in response to this advertisement and will not be discriminated against on the ground of race, color or national origin in consideration for an award.

**THE CITY OF NAPLES IS AN EQUAL OPPORTUNITY EMPLOYER**

## GENERAL INSURANCE REQUIREMENTS

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

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

The Contractor shall procure and maintain, during the life of this Contract, 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.

**Note: Certificates of Insurance reflecting evidence of the required insurance shall be submitted with the response to the solicitation.**

**STATEMENT OF NO BID/PROPOSAL**

If you do not intend to submit a bid or proposal on this requirement, please complete and return only this page.

Please return via email to [purchasing@naplesgov.com](mailto:purchasing@naplesgov.com) or by mail to:

City of Naples, Purchasing Division  
City Hall, 735 8<sup>th</sup> Street South  
Naples, FL 34102  
Fax 239-213-7105

Failure to respond 3 times in succession without justification shall be cause for removal of the supplier's name from the proposal mailing list. NOTE: To qualify as a respondent, proposer must submit a "STATEMENT OF NO BID/PROPOSAL" and it must be received no later than the stated bid/proposal opening date and hour.

Bid # \_\_\_\_\_

Bid Title: \_\_\_\_\_

We, the undersigned, decline to bid on the above project for the following reason(s):

- \_\_\_ We are not able to respond to the Invitation to Bid by the specified deadline.
- \_\_\_ Our Company does not offer this product or service.
- \_\_\_ Our current work schedule will not permit us to perform the required services.
- \_\_\_ Unable to meet bond requirements.
- \_\_\_ Unable to meet insurance requirements.
- \_\_\_ Unable to meet bond specifications.
- \_\_\_ Specifications are incomplete, or information is unclear (Please explain below).

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

Other (Please specify below)

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

Company Name \_\_\_\_\_

PH \_\_\_\_\_ Email \_\_\_\_\_

Name and Title of individual completing this form:

\_\_\_\_\_  
(Printed Name) (Title)

\_\_\_\_\_  
(Signature) (Date)

## CONSTRUCTION SPECIAL CONDITIONS

### **A. TERMS OF CONTRACT**

1. The resulting contract shall commence upon the issuance of the City's First (NTP) Notice-to-Proceed 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 contractor's equipment being onsite for the contractor to begin dredging. The contractor shall fully complete all dredging work within 330 consecutive calendar days from the Second (NTP) Notice-to-Proceed. Final restoration of the temporary staging area is to be completed within 35 days of all dredging work being completed.
  
2. It is further mutually agreed between the parties that time is of the essence in this Contract. If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time proposed by the bidder, or any authorized extension thereof, or fails to complete the removal of the sediment and rock in the amounts listed in the Bid Tabulation from the canals within 330 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.

3. **RETAINAGE; As a method to assure completion of the total project for projects over a total amount of \$100,000, retainage in the amount of five percent (5%) of all work completed will be withheld from the payment. The retainage will be released upon completion of the City's final inspection and submission of a completed CITY OF NAPLES RELEASE AND AFFIDAVIT FORM.**

### **B. PROHIBITION OF CONTACT**

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

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

**C. MINIMUM QUALIFICATION**

Vendors licensed to do business in the State of Florida, must submit Sunbiz report showing your company registered as “Active”. Vendors not licensed to do business in the State of Florida, must submit documentation equal to a Sunbiz report showing your company registered as “Active” Report must contain a footer that contains the date the document was printed. Printed date must be within 30 days of the solicitation opening date.

A signed and dated IRS W-9 form with EIN is required from all vendors.

**D. STATEMENT OF NO PROPOSAL**

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

**E. BID FORMAT**

The Contract, if awarded, will be awarded on the basis of material and equipment illustrated and described on the Drawings or specified in the Specification. If a substitution or an “or equal” item is proposed, the proposer must submit this information to the City of Naples Purchasing Department fifteen (15) days prior to the Bid Opening Date and Time for evaluation as an acceptable substitution or an “or equal” item. If the substitution or the “or equal” item is accepted, the City of Naples will issue an Addendum to all Proposers listing the allowable substitution or the “or equal” item. The cost of changes in related work, additional drawings which may be required to illustrate or define the substitute or “or equal” equipment and its relationship to the other parts or portions of the Work shall be paid by the Contractor. No change will be made in the amount of time in which to complete the Work or in the liquidated damages.

**F. PROPOSAL FORMAT**

The contract, if awarded, will be awarded on the RFP submittal requirements. To create a fair evaluation of proposals, all proposals must contain all elements in the RFP SUBMITTAL REQUIREMENTS. The evaluation criteria will be based upon four (4) value categories totaling up to 100 points. Upon review of the RFP, the committee MAY schedule presentations.

**G. BID SECURITY / BID BOND**

It is the policy of the City of Naples to require a Bid Bond for all construction-related sealed bids estimated to be in excess of \$100,000. A bid bond or equivalent financial security in the amount of five (5) percent of the bid price shall be required and must accompany all bids. The Bid Bond is to be provided by a surety company authorized to do business in the State of Florida or otherwise supplied in a form satisfactory to the City. The bid bond must be submitted with the bid. When the invitation for bids requires a bid bond, noncompliance will result in rejection of the bid.

Note that failure or refusal of the awarded bidder to enter into a contract within twenty (20) calendar days after receipt of said contract will result in damages to the City and bid bond will be forfeited to the City as liquidated damages.

#### **H. PROPOSAL CONSTRUCTION PERFORMANCE & PAYMENT BONDS**

A Performance and Payment Bond will be required of the Awarded Proposer for any contract that is in excess of \$100,000.00 dollars and will be in an amount equal to 100 (%) percent of the price specified in the Contract. The bond(s) shall be executed by a surety company authorized to do business in the State of Florida, or otherwise secured in a manner satisfactory to the City for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

#### **I. QUESTIONS**

Questions regarding this proposer packet must be received in writing in the Purchasing Division NO LATER THAN **TEN CALENDAR DAYS PRIOR TO THE BID OPENING DATE TO ENSURE AN ANSWER IS PROVIDED PRIOR TO CLOSING. Last day for questions is 4/25/2021**

**Direct all questions to:**  
**Gerald “Jed” Secory, MBA / CPPO / CPM**  
**Purchasing and Contracts Manager**  
City of Naples, Purchasing Division  
735 8<sup>th</sup> Street South  
Naples, Florida 34102  
**PH: (239) 213-7102 FX: (239) 213-7105**  
[Jsecory@naplesgov.com](mailto:Jsecory@naplesgov.com)



## SUBMISSION CHECKLIST

**Bidder certifies by signature below that the following Documents are included in the Bid Submittal, fully completed in accordance with the bid requirements. It's the bidder's responsibility to contact the Purchasing Department prior to submitting a bid to ascertain if any addenda have been issued, to obtain any and all such addenda and return executed addenda with this bid. Bidder should check off each of the following items as completed and submit with bid response:**

CHECKLIST ELEMENTS	INCLUDED
Bidder must submit one (1) original signature (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 PDF of the original document on a CD or USB Flash Drive containing one PDF file of the full response that is clearly labeled with your company's name, Solicitation number, title and contact information.	
Include any required drawings; descriptive literature; qualifications; schedules; product compliance / exceptions; alternatives; questionnaire; references, forms, tabs, pricing/cost; and any information required of the proposer identified in the text of the bid including information for bid evaluation.	
Include any Professional Licenses (General Contractors license, Underground Utility and Excavation, Builders, etc.) that qualify the firm for this solicitation as well as applicable bond documents, if required. Note if you are not a single prime contractor. List all subcontractors to be used for our project in your bid/proposal and their professional licenses.	
Mandatory FORMS from this document to be included are: <b><u>Cover Sheet, Reference Questionnaire, Submission Checklist Sheet, signed IRS W-9 (OCT 2018), Sunbiz Report, Schedule of Values, Acknowledgement of Business Type and Certificates of Insurance</u></b>	
Have an authorized individual sign the appropriate pages including the <b><u>Cover Sheet</u></b> with any bid addendums initialed. Include all Addendums with your Proposal.	
Ensure the following: <ol style="list-style-type: none"> <li>1. The Proposal has been signed.</li> <li>2. Proposal addressed the evaluation criteria.</li> <li>3. Proposal prices offered have been reviewed.</li> <li>4. The price extensions and totals have been checked.</li> <li>5. Tab format was followed.</li> </ol>	
Bid document needs to be received by the <b><u>OPENING DATE &amp; TIME</u></b> indicated on the <b><u>Cover Sheet</u></b> . The mailing envelope must be addressed to: <div style="text-align: center;">           City of Naples            Purchasing Division            735 8th Street South            Naples, Florida 34102         </div>	
<b>The mailing envelope must be sealed and marked with:</b> <b>Bid Number: 21-036</b> <b>Title: East Naples Bay Dredging &amp; Rock Removal Project - RFP</b> <b>Opening Date:5/5/2021</b> <b>Company Name:</b> <b>Contact information:</b>	

ALL COURIER DELIVERED BIDS MUST HAVE THE BID NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKET.

Submitting Vendor Name: \_\_\_\_\_

Authorized Bidder's Signature: \_\_\_\_\_

***At the discretion of the Purchasing Manager, bids or proposals with minor irregularities may be accepted and allowed to be corrected when in the best interest of the City.***

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

<b>Print or type.</b>	<b>See Specific Instructions on page 3.</b>	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <hr/> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC      <input type="checkbox"/> C Corporation      <input type="checkbox"/> S Corporation      <input type="checkbox"/> Partnership      <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p>
		<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p><b>6</b> City, state, and ZIP code</p> <hr/> <p><b>7</b> List account number(s) here (optional)</p> <hr/>	<p>Requester's name and address (optional)</p> <hr/>

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>											
				-			-				
<b>or</b>											
<b>Employer identification number</b>											
				-							

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.**

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

## 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		
2	Preconstruction Video	1	Job		
3	Rock Removal and Dredging <sup>1</sup>	3,967 CY	Job		
4	Hauling/Disposal	1	Job		
5	Vibration Monitoring	1	Job		
6	Turbidity Monitoring/Control	1	Job		
7	Staging Area Restoration	1	Job		
8	Surveys	1	Job		
9	Demobilization	1	Job		
<b>BID TOTAL (Line Items 1 through 9) \$</b>					
<b>BID TOTAL (IN WRITING):</b> _____					

Canal Name	Sediment Volume (cy)	Rock Volume (cy)	Total Volume (cy)	Canal Cost
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	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	0.4	34.4	
Canal U-U	0.9	0.5	1.4	
Canal T-T	0	0	0	No Dredging
Canal S-S	15.9	23.9	39.8	
Canal R-R	51.1	113.7	164.8	
Canal Q-Q	2	13.3	15.2	
Canal P-P	0.1	6.1	6.3	
Canal O-O	0	0	0	No Dredging
Canal N-N	1.5	8.6	10.1	
Canal M-M	0	31.1	31.1	
Canal L-L	4.4	0.9	5.3	
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	
Canal E-E	7.4	6.4	13.8	



Canal D-D	6.8	3.3	10.1	
Canal C-C	3	4.7	7.7	
Canal B-B	15.7	0.2	16	
Canal A-A	116.8	506	622.8	
Canal Main B/B1	201.2	384	585.3	

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 \_\_\_**

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: \_\_\_\_\_

EIN: \_\_\_\_\_

Email: \_\_\_\_\_

Name and Title of individual completing this schedule:

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

X  
\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**ACKNOWLEDGEMENT OF BUSINESS TYPE**

**The undersigned Bidder certifies that this bid package is submitted in accordance with the specifications in its entirety and with full understanding of the conditions governing this bid.**

**BUSINESS ADDRESS of BIDDER:**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

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

**SIGNATURE OF BIDDER**

If an Individual: \_\_\_\_\_  
Signature Print Name

Doing business as \_\_\_\_\_

If a Partnership: \_\_\_\_\_

By: \_\_\_\_\_  
Partner Signature Print Name

If a Corporation: \_\_\_\_\_  
Corporate Name

(a \_\_\_\_\_ Corporation) In what State is the Corporation Incorporated? \_\_\_\_\_

If not incorporated under the laws of Florida, are you licensed to do business in Florida? Yes \_\_\_ No \_\_\_

By: \_\_\_\_\_  
Signature Print Name

Sign and Date Form: Certification:  
*Under penalties of perjury, I certify that the information shown on this form is correct to my knowledge.*

Signature	Print Name
Title	Date

## SUBCONTRACTOR STATEMENT

---

List below the names and address of all proposed Subcontractors or other persons or organizations, including those who are furnishing materials or equipment. Describe the work, materials or equipment to be provided by each Subcontractor and indicate what percentage of the total work it represents. If no Subcontractors are to be used, indicate none below.

There will be subcontractors for this Work: Yes [ ] No [ ]  
(If 'Yes' continue filling out subcontractor information, make additional sheets if required).

---

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

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

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

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

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

Insurance provided by: Subcontractor [ ]    Prime Contractor [ ]

---

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

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

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

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

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

Insurance provided by: Subcontractor [ ]    Prime Contractor [ ]



**MATERIALS & SUPPLIERS**

The Bidder is required to state below, material and suppliers he proposes to utilize on this project. No change will be allowed after submittal of Bid. Any substitute material proposed must be listed below and must be approved by Engineer, Bidder shall furnish the manufacturer named and the specifications. Acceptance of this Bid does not constitute acceptance of material proposed on this list.

**MATERIAL**

**SUPPLIER**

1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____
11. _____	_____
12. _____	_____
13. _____	_____
14. _____	_____
15. _____	_____
16. _____	_____
17. _____	_____

**Submitting Vendor Name:** \_\_\_\_\_

**Authorized Bidder's Signature:** \_\_\_\_\_

# CITY OF NAPLES RELEASE AND AFFIDAVIT FORM

COUNTY OF (COLLIER)  
STATE OF (FLORIDA)

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_ who, after being duly sworn deposes and says of him/her personal knowledge the following:

- 1.) In accordance with the Contract Documents and in consideration of \$\_\_\_\_\_ to be received \_\_\_\_\_, ("Contractor") releases and waives for itself and its subcontractors, material-men, successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against the City of Naples, Florida, ("the City") relating in any way to the performance of the Agreement between Contractor and the City, dated \_\_\_\_\_, 20\_\_ for the period from \_\_\_\_\_ to \_\_\_\_\_. This partial waiver and release is conditioned upon payment of the consideration described above. It is not effective until said payment is received in paid funds.
- 2.) Contractor certifies for itself and its subcontractors, material-men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which the City might be sued or for which a lien or a demand against any payment bond might be filed, shall be fully satisfied and paid upon the City's payment to Contractor.
- 3.) Contractor agrees to indemnify, defend and save harmless the City from all demands or suits, actions, claims of liens or other charges filed or asserted against the City arising out of the performance by Contractor of the Work covered by this Release and Affidavit.
- 4.) This Release and Affidavit is given in connection with Contractor's [monthly/final] Application for Payment No.\_\_\_\_\_.

CONTRACTOR

\_\_\_\_\_

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
Witness  
President

\_\_\_\_\_  
Witness

[Corporate Seal]

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Notary)

Name: \_\_\_\_\_

(Legibly Printed)

Notary Public, State of \_\_\_\_\_

(AFFIX OFFICIAL SEAL)

Commissioner No. \_\_\_\_\_

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

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**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
<b>Total</b>	<b>1,101.2</b>	<b>2,865.9</b>	<b>3,967.2</b>

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](mailto: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](mailto: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](mailto: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 of 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 of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by the City has occurred.

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.

Action	Estimated Completion Date
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
<b>TOTAL</b>	<b>100</b>

**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

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- 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'x1' 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'x1' 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)  
7<sup>th</sup> 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.