

CONTRACTOR'S AGREEMENT

Clerk's Contract Tracking No. 2022-00053

**REGARDING: RFP 22-002 Directional Drill Services -
Naples Beach Restoration & Water Quality Improvement Project**

THIS INDEPENDENT CONTRACTOR'S AGREEMENT (hereinafter this "Agreement") is made and entered into this **28th day of February 2022** by and between the **City of Naples** (the "CITY") and **DBE Management LLC., Dba DBE Utility Services**, a Florida Limited Liability Company authorized to do business in the State of Florida (hereinafter "CONTRACTOR").

WITNESSETH

WHEREAS, the CITY is a Florida municipal corporation in the State of Florida, having a responsibility to provide certain services to benefit the citizens of the City of Naples; and

WHEREAS, the CITY has the full power and authority to enter into the transactions contemplated by this Agreement; and

WHEREAS, CONTRACTOR is in the business of providing said services in the City of Naples and elsewhere in the State of Florida; and

WHEREAS, CONTRACTOR is competent and has sufficient manpower, training, and technical expertise to perform the services contemplated by this Agreement in a timely and professional manner consistent with the standards of the industry in which CONTRACTOR operates; and

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

WHEREAS, CONTRACTOR was the successful bidder for an advertised Request for Proposal identified as RFP 22-002 titled Directional Drill Services – Naples Beach Restoration & Water Quality Improvement which satisfies the CITY's Procurement Policy Sec. 2-663; and

WHEREAS, CONTRACTOR agrees to provide such goods and services as more particularly described in this Agreement, as well as in any bid documents (RFP 22-002) and Proposal Ranking Presentations issued in connection with this project.

NOW THEREFORE in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expressed, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct, constitute a material inducement to the parties to enter into this Agreement, and are hereby ratified and made a part of this Agreement.
2. **Description of Work.**

- a. The CITY hereby retains CONTRACTOR to furnish goods and services as described in the **Scope of Services, which are attached hereto as Exhibit "A"** and incorporated herein by reference. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in Exhibit "A" will be resolved in favor of the body of this Agreement.
 - b. CONTRACTOR must provide all permits, labor, materials, equipment, and supervision necessary for the completion of the Scope of Services, unless specifically excluded.
 - c. CONTRACTOR must also comply with, and abide by, all requirements as contained in Request for Proposal (RFP), bid specifications, engineering plans, shop drawings, material lists, Proposal Ranking Presentations, or other similar documents issued for this project by the CITY, together with any addenda, including all hereinafter the "**Bid Documents**, as applicable." The **Bid Documents**, if applicable, are hereby incorporated into this Agreement by reference and are declared to be material part of this Agreement.
3. **Commencement and completion/Term.**
- a. CONTRACTOR will commence work under this Agreement upon receipt of a Notice to Proceed (hereinafter "NTP").
 - b. Liquidated damages will be assessed against CONTRACTOR in an amount consistent with the current Section 8-10.2 Florida Department of Transportation Standard Specifications for each day after that the work contemplated by this Agreement is incomplete based on a NTP and its stated time frame of completion.
 - c. This Agreement will commence on award and be in effect until completion of the project. Services to be rendered by the CONTRACTOR shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed (NTP) from the CITY for all or any designated portion of the Project and must be completed by no later than Ninety (90) days from the issued NTP.
4. **Payment.**
- a. The CITY agrees to compensate CONTRACTOR, for work actually performed under this Agreement, at the rate or basis described in **Exhibit "B"**, which is attached hereto and incorporated herein by reference. The amount of the Agreement is 4,219,741.00 that includes a \$100,000.00 City-Controlled Contingency (Allowance). CONTRACTOR must perform all work required by the Scope of Services stated, but in no event will CONTRACTOR be paid more than the negotiated amount set forth in an agreed upon Change Order in writing signed by both Parties.
 - b. Progress payments, if any, will be made as set forth in an NTP.
 - c. The CITY reserves the right to withhold amounts in the event of the nonperformance of all or part of CONTRACTOR's obligations. CONTRACTOR must, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the error or omission or negligent act of CONTRACTOR.

5. **Acceptance of work product, payment, and warranty.** Each final invoice will be processed, upon completion of the CITY's final inspection and the CONTRACTOR'S submission of a completed CITY OF NAPLES RELEASE AND AFFIDAVIT FORM as identified in ITB 22-003.

a. Quality Guarantee/Warrantee

a.1 CONTRACTOR will guarantee its work without disclaimers, unless otherwise specifically approved by the CITY, for a minimum of twelve (12) month from the final completion date.

a.2 Unless otherwise specifically provided in the specifications, all equipment and materials and articles incorporated in the work covered by this contract shall be new, unused and the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warranties will begin from the date of the final completion.

a.3 Unless otherwise specifically provided in the specifications, the equipment must be warranted for twelve (12) months, including shipping, parts and labor. Should the equipment be taken out of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service at no additional charge to the CITY.

a.4 If any product does not meet performance representation or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed, the CONTRACTOR shall pick up the product from the CITY at no expense to the CITY. The CITY reserves the right to reject any or all materials, if in its judgment the items reflect unsatisfactory workmanship or manufacturing or shipping damage. The CONTRACTOR shall refund, to the CITY, any money which has been paid for same.

b. **Acceptance of work product, payment, and warranty.** When the CITY receives an invoice sufficiently itemized to permit audit, the CITY will diligently review the invoice. When the CITY finds the invoice acceptable and finds the products and services acceptable, the installment payment will be paid to CONTRACTOR within thirty (30) days after the date of receipt of the invoice, unless another payment schedule is provided in **Exhibit "A."** CONTRACTOR guarantees the successful performance of the work for the products and services intended. If the CITY deems it inexpedient to require CONTRACTOR to correct deficient or defective work, the CITY may make an equitable deduction from the contract price, or, in the alternative, the CITY may seek damages. CONTRACTOR warrants that the data utilized by CONTRACTOR (other than as provided by the CITY) is from a source, and collected using methodologies, which are generally recognized in CONTRACTOR's industry or profession to be a reliable basis and foundation for CONTRACTOR's work product. CONTRACTOR must notify the CITY in writing if it appears, in CONTRACTOR's professional judgment that the data or information provided by the CITY for use in CONTRACTOR's work product is incomplete, defective, or unreliable. CONTRACTOR guarantees to amend, revise, or correct to the satisfaction of the CITY any error appearing in the work as a result of CONTRACTOR's failure to comply with the warranties and representations contained herein. Neither inspection nor payment, including final payment, by the CITY will relieve CONTRACTOR from its obligations to do and complete the work product in accordance with this Agreement.

6. **Termination.**

- a. Termination at Will: This Agreement may be terminated by the CITY in whole or in part at any time without cause by the CITY giving written notice to CONTRACTOR not less than 30 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- b. Termination for Cause: This Agreement may be terminated by either party for cause by the CITY or CONTRACTOR giving written notice to the other party not less than 10 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.

7. **Project management.**

- a. The Project Managers for this project are as follows: Any subsequent changes to the Project Manager for either party must be provided by notice as described in paragraph eight (8) below and does not require an amendment to this Agreement.
- b. CITY's Project Manager assigned is Travis Delashmet, Facilities Maintenance Superintendent.
- c. CONTRACTOR's Project Manager assigned is John Montalbano, Managing Director.

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

- a. **To CITY:** City of Naples, Attention: City Manager's Purchasing Division, 735 8th Street South; Naples, Florida 34102.
- b. **To CONTRACTOR:** Dba DBE Utility Services, Attention: Dustin Ertle, President; 13387 Bryan Road; Loxahatchee, FL 33470.

9. **Insurance.**

- a. CONTRACTOR must maintain such insurance as will fully protect both CONTRACTOR and the CITY from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature to the damage or property, or for personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by CONTRACTOR, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them.
- b. The City's General Insurance Requirements (attached as **Exhibit C**) 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.
- c. The insurance coverages procured by CONTRACTOR as required herein will be considered as primary insurance over and above any other insurance, or self-insurance, available to CONTRACTOR, and any other insurance, or self-insurance available to CONTRACTOR will be considered secondary to, or in excess of, the insurance coverage(s) procured by CONTRACTOR as required herein.
10. **General Provisions.** CONTRACTOR must comply with the following general provisions:
- a. **Bond.** A Payment & Performance Bond shall be obtained by the CONTRACTOR and shall be issued by a surety insurer authorized to do business in the State of Florida as a surety and will be in the amount equal to 100 (%) percent of the price specified in the Agreement. CONTRACTOR prior to commencement of work, will record the Payment & Performance Bond in the public records of Collier County and furnish a copy of the original recorded bonds to the CITY Purchasing Department. If a surety bond has been required for the CONTRACTOR's faithful performance and payment, and if at any time the surety is no longer acceptable to the CITY, CONTRACTOR must, at its expense, within five (5) days after the receipt of notice from the CITY to do so, furnish an additional bond or bonds in such form and with such Surety or Sureties as are satisfactory to the CITY. The CITY will not make any further payment to CONTRACTOR, nor will any further payment be deemed to be due to CONTRACTOR, until such new or additional security for the faithful performance of the work is furnished in a manner and form satisfactory to the CITY.
 - b. This Agreement is a non-exclusive contract; the CITY is not prohibited, or deemed to be prohibited, from bidding similar services either as an independent job or a component of a larger project.
 - c. **Retainage.** As a method to assure completion of all project/work orders over the total amount of \$100,000.00, retainage in the amount of five percent (5%) of all work completed may 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 as identified in ITB 22-002.
 - d. **Compliance with Laws.** In providing the Scope of Services, CONTRACTOR must comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted.
 - e. **Personal nature of Agreement; Assignment.**
 - i. The parties acknowledge that the CITY places great reliance and emphasis upon the knowledge, expertise, training, and personal abilities of

CONTRACTOR. Accordingly, this Agreement is personal and CONTRACTOR is prohibited from assigning or delegating any rights or duties hereunder without the specific written consent of the CITY.

- ii. If CONTRACTOR requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, CONTRACTOR must obtain the written approval of the CITY Project Manager prior to engaging such subcontractor or professional associate. CONTRACTOR will remain fully responsible for the services of any subcontractors or professional associates.

f. Discrimination.

- i. CONTRACTOR shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. CONTRACTOR shall not exclude any person, on the grounds of age, ethnicity, race, religious belief, disability, national origin, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under, this Agreement.
- ii. CONTRACTOR shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.

g. Independent contractor.

- i. CONTRACTOR is, and will be deemed to be, an independent contractor and not a servant, employee, joint adventurer, or partner of the CITY. None of CONTRACTOR's agents, employees, or servants are, or will be deemed to be, the agent, employee, or servant of the CITY. None of the benefits, if any, provided by the CITY to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the CITY to the employees, agents, or servants of CONTRACTOR. CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Agreement. Although CONTRACTOR is an independent contractor, the work contemplated herein must meet the approval of the CITY and is subject to the CITY's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR must comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to CONTRACTOR, or to CONTRACTOR's business, equipment, or personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The CITY will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of CONTRACTOR.
- ii. CONTRACTOR will bear all losses resulting to it on account of the amount or character of the work, or because of bad weather, or because of errors or omissions in its contract price.
- iii. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR and any subcontractors during the Term of this Agreement.

h. Indemnification.

- i. CONTRACTOR must indemnify and hold the CITY harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the CITY, or its agents, officers, or employees, arising directly or indirectly from CONTRACTOR's performance under this Agreement or by any person on CONTRACTOR's behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. This includes persons employed or utilized by CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors). CONTRACTOR must further indemnify the CITY against any claim that any product purchased or licensed by the CITY from CONTRACTOR under this Agreement infringes a United States patent, trademark, or copyright. CONTRACTOR acknowledges that CONTRACTOR has received consideration for this indemnification, and any other indemnification of the CITY by CONTRACTOR provided for within the Bid Documents, the sufficiency of such consideration being acknowledged by CONTRACTOR, by CONTRACTOR's execution of this Agreement. CONTRACTOR's obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or otherwise. Such indemnification is in addition to any and all other legal remedies available to the CITY and not considered to be the CITY's exclusive remedy.
- ii. In the event that any claim in writing is asserted by a third party which may entitle the CITY to indemnification, the CITY must give notice thereof to CONTRACTOR, which notice must be accompanied by a copy of statement of the claim. Following the notice, CONTRACTOR has the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If CONTRACTOR does not timely defend, contest, or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event the CITY decides to participate in the proceeding or defense, the CITY will have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days notice to CONTRACTOR, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto must cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.
- iii. The indemnification provisions of this paragraph will survive the termination of this Agreement.

- i. **Compliance/Consistency with Section 768.28, Fla. Stat.** Any indemnification or agreement to defend or hold harmless by CITY specified in the Agreement shall not be construed as a waiver of CITY's sovereign immunity and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by CITY in the Agreement in derogation hereof shall be void and of no force or effect.

- j. **Sovereign Immunity.** Nothing in this Agreement extends, or will be construed waive or to extend, the CITY's liability beyond that provided in section 768.28, Florida Statutes. Nothing in this Agreement is a consent, or will be construed as waiver or consent, by the CITY to be sued by third parties in any matter arising out of this Agreement.
- k. **Public records.**
- i. CONTRACTOR is a "Contractor" as defined by Section 119.0701(1)(a), Florida Statutes, and must comply with the public records provisions of Chapter 119, Florida Statutes, including the following:
 1. Keep and maintain public records required by the CITY to perform the service.
 2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to the CITY.
 4. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of this Agreement, CONTRACTOR must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
 - ii. "Public records" is defined in Section 119.011(12), Florida Statutes, as may, from time to time, be amended.
 - iii. If CONTRACTOR asserts any exemptions to the requirements of Chapter 119 and related law, CONTRACTOR will have the burden of establishing such exemption, by way of injunctive or other relief as provided by law.
 - iv. CONTRACTOR consents to the CITY's enforcement of CONTRACTOR'S Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction, whereupon CONTRACTOR must pay all court costs and reasonable attorney's fees incurred by CITY.
 - v. CONTRACTOR's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by CONTRACTOR will be grounds for immediate unilateral cancellation of this Agreement by the CITY.
 - vi. **Public Records Compliance Indemnification.** CONTRACTOR agrees to indemnify and hold the CITY harmless against any and all claims, damage awards, and causes of action arising from the CONTRACTOR'S failure to comply with the public records disclosure requirements of Section 119.07(1),

Florida Statutes, or by CONTRACTOR'S failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. CONTRACTOR authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against CONTRACTOR in Collier County Circuit Court on an expedited basis to enforce the requirements of this section.

vii. 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 CLERK AS CITY OF NAPLES CUSTODIAN OF PUBLIC RECORDS, AT TELEPHONE: 239-213-1015, OR EMAIL AT: PUBLICRECORDSREQUEST@NAPLESGOV.COM; PHYSICAL ADDRESS: 735 8TH STREET SOUTH; NAPLES, FLORIDA 34102. MAILING ADDRESS: 735 8TH STREET SOUTH; NAPLES, FLORIDA 34102.

- i. **Ethics. Compliance with Ethics Code.** CONTRACTOR agrees to comply with the City of Naples Code of Ethics, as applicable, and as it may be amended from time to time. Any conflict between the City's Ethics Code and the contractual terms which follow shall be resolved in favor of the City's Ethics Code, as it may be amended from time to time. As provided in Section 2-976 of the City Code of Ordinances:

1. The CONTRACTOR agrees and covenants to not 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 or professional services provided, for a period of two years after termination of all provisions of the construction or professional services contract.

2. The CONTRACTOR agrees and covenants to not provide services for compensation to another party other than the city on the same subject matter, same project, or scope of services without city council approval.

3. The CONTRACTOR agrees and covenants to not disclose or use information not available to members of the general public and gained by reason of such person or business entity's contractual relationship with the CITY for the special gain or benefit of the contracting person or entity, or for the special gain or benefit of any other person or business entity, except as specifically contemplated or authorized by the contract.

4. In the event of any violations of subsections 1-3 above, the CONTRACTOR agrees to pay damages in an amount equal to any and all compensation which is received by the former elected officer or city managerial employee from the contracting person or entity, or an amount equal to the former employee's last two years of gross compensation from the city, whichever is greater.

5. In addition, the CITY retains the right to impose a penalty as provided in Section 1-15 of its Code of Ordinances for violation of subsection 1-3 above.

- m. **Federal or State Funding** - If any portion of the funding for this Agreement is derived from the State of Florida, or any department of the State of Florida, or from federal funding through the State of Florida, the provisions of this sub-paragraph shall apply,

provisions elsewhere in this Agreement to the contrary notwithstanding. CONTRACTOR shall make inquiry from the CITY's Project Manager to determine whether Federal or State funding is applicable to this Agreement.

- i. E-Verify. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR during the Term of this Agreement.
- ii. Agency. CONTRACTOR agrees and acknowledges that it, its employees, and its subcontractors are not agents or employees of the Federal Government, of the State of Florida, or of any department of the Federal Government or the State of Florida.
- iii. Indemnification. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless the CITY, the Federal Government, the State of Florida, any department of the Federal Government or the State of Florida, and all officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the CITY's sovereign immunity.
- iv. Workers' Compensation Insurance. CONTRACTOR must provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, CONTRACTOR must ensure that the subcontractor(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), CONTRACTOR must ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. CONTRACTOR must ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- v. Liability Insurance. CONTRACTOR shall carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. CONTRACTOR shall cause the State of Florida to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the State of Florida as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Contract, and may not be shared with or diminished by claims unrelated to this Agreement. The policy/ies and coverage described herein may be subject to a deductible. CONTRACTOR

shall pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. At all renewal periods which occur prior to final acceptance of the work, the CITY and the State of Florida shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The CITY and the State of Florida shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The CITY's or the State of Florida's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the CITY or the State of Florida may have.

- vi. Inspections. CONTRACTOR shall permit, and require its subcontractors to permit, the CITY's and the State of Florida's authorized representatives to inspect all work, materials, payrolls, and records, to audit the books, records, and accounts pertaining to the financing and development of the Services described in the Contract Documents.
- vii. Auditor General Cooperation. CONTRACTOR shall comply with §20.055 (5), Florida Statutes, and shall incorporate in all subcontracts the obligation to comply with §20.055 (5), Florida Statutes.

- n. **E-Verify Compliance.** CONTRACTOR affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., CONTRACTOR is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, CONTRACTOR requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat. The **E-VERIFY AFFIDAVIT** which is attached hereto as **Exhibit "D"** and is hereby incorporated into this Agreement by reference.

11. Miscellaneous Provisions. The following miscellaneous provisions apply to this Agreement:

- a. **Binding Nature of Agreement.** This Agreement is binding upon the successors and assigns of the parties hereto.
- b. **Entire Agreement.** This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. CONTRACTOR recognizes that any representations, statements, or negotiations made by the CITY'S staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized CITY representatives.
- c. **Amendment.** No modification, amendment, or alteration in the terms or conditions of this Agreement will be effective unless contained in a written document executed with the same formality as this Agreement.
- d. **Severability.** If any term or provision of this Agreement is held, to any extent, invalid or unenforceable, as against any person, entity, or circumstance during the Term

hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity will not affect any other term or provision of this Agreement, to the extent that the Agreement will remain operable, enforceable, and in full force and effect to the extent permitted by law.

- e. **Construction.** If any provision of this Agreement becomes subject to judicial interpretation, the court interpreting or considering such provision should not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared it. All parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, or the negotiation of specific language, or both, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.
- f. **Headings.** All headings in this Agreement are for convenience only and are not to be used in any judicial construction or interpretation of this Agreement or any paragraph.
- g. **Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement does not constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONTRACTOR's work product, services, or materials does not operate as a waiver, and should not be construed as a waiver, of any of the CITY's rights under this Agreement, or of any cause of action the CITY may have arising out of the performance of this Agreement.
- h. **Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the parties will not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision does not apply if the "Scope of Services" of this Agreement specifies that performance by CONTRACTOR is specifically required during the occurrence of any of the events herein mentioned.
- i. **Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. CONTRACTOR hereby certifies that CONTRACTOR is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. CONTRACTOR further hereby

certifies that CONTRACTOR is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. CONTRACTOR understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject CONTRACTOR to civil penalties, attorney's fees, and/or costs. CONTRACTOR further understands that any contract with CITY for goods or services of any amount may be terminated at the option of CITY if CONTRACTOR (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of CITY if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

j. **Venue and Jurisdiction.** Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Collier County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

k. **Non-appropriation.** CITY's performance and obligation to pay under this Agreement is contingent upon an appropriation during the CITY's annual budget approval process. If funds are not appropriated for a fiscal year, then the CONTRACTOR shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year-end shall be without penalty or expense to the CITY subject to the CITY paying all invoices for services rendered during the period the Agreement was funded by appropriations.

12. Special Provisions.

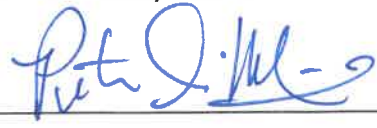
a. None.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any part whose signature appears thereon and all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement effective the date first written above.

ATTEST:
ON THE
CITY OF NAPLES, FLORIDA
By: 
Patricia L. Rambosk, City Clerk

CITY OF NAPLES, FLORIDA

By: 
Pete DiMaria, Interim City Manager

Approved as to form and legal sufficiency:

By: *Nancy Davis*
City Attorney

DBE MANAGEMENT, LLC
DBa DBE UTILITY SERVICES
13387 Bryan Road
Loxahatchee, Florida 33470
Attention: Dustin Fittle, President

by *Dustin Fittle*
as its President and Authorized Agent

(CORPORATE SEAL)

ATTEST:

Cheyenne Lamouroux
Printed Name: Cheyenne Lamouroux, Title Admin

STATE OF Florida

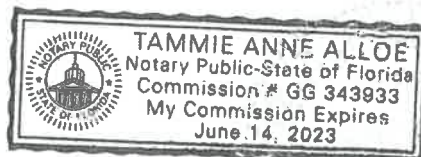
CITY OF Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or

DBE management LLC dba DBE Utility Services online notarization, this 10 day of February, 2022, by President of DBE management LLC dba DBE Utility Services, a Florida LLC, on behalf of the company, and he/she is personally known to me or has produced _____ as identification.

Tammie Alloe
Signature of Notary Public - State of Florida

Tammie Alloe
Printed/Typed/Stamped Name of Notary



My commission expires: 06/14/2023

SECTION 01010
SUMMARY OF WORK

***REPLACE THE CITY'S TECHNICAL SPECIFICATIONS FOR SUMMARY OF WORK WITH
THE FOLLOWING:***

PART 1 GENERAL

1.1. SECTION INCLUDES

- A. Description of Work
- B. CONTRACTOR's Use of Site
- C. Work Sequence
- D. City Occupancy
- E. Protection of Existing Utilities
- F. Contractor Qualifications
- G. Execution

1.2. DESCRIPTION OF WORK

- A. **Project Location:** The project area is located the City of Naples. The project site is located at the intersection of the Gulf of Mexico and 3rd Ave North, Naples, FL 34102.
- B. **Overview:** Erickson Consulting Engineers, Inc. (ECE) was contracted to develop plans and specifications for the Project consisting of:
 - 1. Two offshore discharge lines (30" nominal FPVC) to be installed by Horizontal Directional Drill (HDD) approximately 1,000 ft each into the Gulf of Mexico.
 - 2. The pipelines will be connected to a pump station (east) and diffuser system (west) under separate future contract.

- C. **General:** The Work to be done under this Contract is shown on the drawings and specified in Contract Documents.
- D. The City anticipates issuance of a Notice to Proceed on or about September 17, 2021. All construction activities shall be substantially complete within ninety days (90) days of the issuance of the Notice to Proceed. Final completion shall be within one hundred and twenty days (120 days). The Contractor must have sufficient manpower and equipment available to ensure project completion by this date.
- E. The Work includes:
1. Furnishing of all labor, material, superintendence, plant, power, light, heat, fuel, water, tools, appliances, equipment, supplies, services, and other means of construction necessary or proper for performing and completing the Work.
 2. Sole responsibility for adequacy of plant and equipment.
 3. Maintaining the Work area and site in a clean and acceptable manner.
 4. Maintaining existing facilities in service at all times.
 5. Protection of finished and unfinished Work.
 6. Repair and restoration of Work or existing facilities damaged during construction.
 7. Furnishing as necessary proper equipment and machinery, of a sufficient capacity, to facilitate the Work and to handle all emergencies normally encountered in Work of this character.
 8. Furnishing, installing, and protecting all necessary guides, track rails, bearing plates, anchor and attachment bolts, and all other appurtenances needed for the installation of the devices included in the equipment specified. Make anchor bolts of appropriate size, strength and material for the purpose intended. Furnish substantial templates and shop drawings for installation.
- F. **Implied and Normally Required Work:** It is the intent of these Specifications to provide the City with complete operable systems, subsystems, and other items of Work. Any

part or item of Work, which is reasonably implied or normally required to make each installation satisfactorily and completely operable, is deemed to be included in the Work and the Contract Amount. All miscellaneous appurtenances and other items of Work incidental to meeting the intent of these Specifications are included in the Work and the Contract Amount even though these appurtenances may not be specifically called for in these Specifications.

- G. Quality of Work: Regard the apparent silence of the Contract Documents as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials to be furnished as meaning that only the best general practice is to prevail and that only materials and workmanship of the best quality are to be used. Interpretation of these specifications will be made upon this basis.
- H. The several parts of the Contract that are intended to be complimentary in describing the Work and the responsibilities of the Contractor and the City and any requirements stipulated in one part of the Contract Documents is binding on the parties as though occurring in all. In the event there are any conflicting provisions or requirements among the Contract Documents, the most stringent provision shall apply.

1.3. CONTRACTOR'S USE OF SITE

- A. In addition to the requirements of the Supplemental Terms and Conditions, limit use of site and premises for work and storage to allow for the following:
 - 1. Coordination of the Work under this CONTRACT with the work of the other contractors where Work under this CONTRACT encroaches on the Work of other contractors.
 - 2. City occupancy and access to operate existing facilities.
 - 3. Coordination of site use with ENGINEER.
 - 4. Responsibility for protection and safekeeping of products under this CONTRACT.
 - 5. Providing additional off-site storage at no additional cost to the City as needed.

- B. 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.

1.4. WORK SEQUENCE

- A. Construct Work in stages to accommodate the City's use of premises during construction period and in accordance with the limitations on the sequence of construction specified. Coordinate construction schedules and operations with ENGINEER. The Contractor shall not open work to conflict with work already in progress. The Engineer may, however, require the Contractor to finish a section on which work is in progress prior to starting another section.
- B. Coordinate Work of all subcontractors.
- C. The Contractor shall propose the plan of Work including construction sequence, equipment and marine vessels, and the staging areas to the Engineer and Owner within fifteen (15) days of the Notice of Award. The final Work Plan and staging areas will be negotiated with the Engineer and Owner prior to commencement of the Work.

1.5. CITY OCCUPANCY

- A. The City will permit the closure of the 3rd Ave N beach end for the duration of construction. The Contractor shall be responsible for the security and protection of the worksite from the public. The Contractor shall maintain a walking path from Gulf Shore Blvd to the beach within the ROW.
- B. Cooperate with the City's Manager or designee in all construction operations to minimize conflict, and to facilitate City usage.
- C. Conduct operations with the least inconvenience to the general public.

1.6. PROTECTION OF EXISTING UTILITIES

- A. In case of damage to existing utilities caused by construction activities, contact the owner of the utility or appropriate City department (Water or Wastewater) immediately. Repair any damage to existing utilities caused by construction activities in coordination with or as directed by the owner of the utility.

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 Section 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. The Contractor shall conduct his work at all times such that adequate drainage is provided and shall not interfere with or block existing drainage facilities such as gutters, ditches, storm drains, or other drainage appurtenances. Existing fire hydrants adjacent to the project shall be kept accessible for fire apparatus at all times and no material or equipment shall be placed within 25 feet of any hydrant.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.1 STARTING WORK

Execute Work at such items and in or on such parts of the project, and with such forces, material and equipment, as to complete the Work in the time established by the Contract. At all times, schedule and direct the Work so that it provides an orderly progression to completion within the specified time for completion. The Contractor shall obtain all necessary building permits prior to commencement of work. The Contractor shall become totally familiar with the requirements of all permits prior to start of work.

3.2 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 the Contract Documents. Any work,

materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well known technical or trade meaning are used to describe work, materials or equipment, such works shall be interpreted in accordance with that meaning. Reference to standards 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 Contractor discovers a conflict, error or discrepancy in the Contract Documents, Contractor immediately shall report same to the Engineer in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the Engineer. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

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.

3.3 INVESTIGATION AND UTILITIES

A. 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.

- B. The indications of physical conditions on the Construction Drawings and in the Subsurface Soil Investigations are the result of site investigations by topographic and hydrographic surveys (2017 and 2019) and by core borings (2017 and 2019). When the indicated physical conditions are the result of site investigations by core borings, the locations thereof are shown on the Construction Drawings. While the Engineer's core borings results may be considered *representative* of subsurface conditions at their respective locations and vertical reaches, local variations of subsurface materials in this region are to be expected. The confirmation of all geotechnical, topographic, and hydrographic conditions shall be the responsibility of the Contractor. Data and information furnished or referred within the Contract Documents for the Contractor's information. The City and Engineer shall not be responsible for any interpretation of, or conclusion drawn from the data or information by the Contractor.

3.4 SCHEDULE

The Contractor, within ten (10) 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 the various stages of the Work.

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 monthly 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.

3.5 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 request 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 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. 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 acceptable to the 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.

3.6 DAILY REPORTS, AS-BUILTS AND MEETINGS

Unless waived in writing, the Contractor shall complete and submit to the Engineer on a weekly 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:

- A. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;
- B. Soil conditions which adversely affect the Work;
- C. The hours of operation by Contractor's and subcontractor's personnel;
- D. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;
- E. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);
- F. Description of Work being performed at the Project site;
- G. Any unusual or special occurrences at the Project site;
- H. Materials received at the Project site;
- I. A list of all visitors to the Project site; and
- J. Any problems that might impact either the cost or quality of the Work or the time of performance.

The daily log shall not constitute nor 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. interior 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 the Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to the 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, whichever is later. The City, or any duly authorized agents or representatives of the City, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

The as-built drawings shall be submitted on a single 24x34 inch sheets to a scale approved by the Engineer. The Contractor shall be required to submit two certified hard-copies of the as-built drawing in addition to the electronic CAD file in .dwg format.

The following additional as-built record data is required from the CONTRACTOR:

- A. Table of pilot hole coordinates
- B. Approved data logger device reports
- C. Fusion joint documentation containing the following information:
- D. Pipe Size and Thickness
- E. Machine Size
- F. Fusion Technician Identification
- G. Job Identification
- H. Fusion Joint Number
- I. Fusion, Heating, and Drag Pressure Settings
- J. Heat Plate Temperature
- K. Time Stamp
- L. Heating and Cool Down Time of Fusion
- M. Ambient Temperature

Final payment shall not be made to the Contractor until these drawings and record data are turned over to the Engineer and City.

3.7 CONTRACT TIME AND TIME EXTENSIONS

Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of the 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 his 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.

3.8 CHANGES IN WORK

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

3.9 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.

3.10 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 Time 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 the 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.

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

3.12 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 to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the City.

3.13 PERMITS, LICENSES AND TAXES

Pursuant to Section 218.80, F.S., the City will pay for all permits and fees, including license fees, permit fees, impact fees or inspection fees applicable to the work through an internal budget transfer(s). Contractor is not responsible for paying for permits issued by The City of Naples, but is responsible for acquiring all permits.

All permits, fees and licenses necessary for the prosecution of the Work which are not issued by the City shall be acquired and paid for by the Contractor unless otherwise noted.

3.14 TERMINATION FOR DEFAULT

Contractor shall be considered in material default of the Agreement and such default shall be considered cause for the City to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the Engineer or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove material

or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

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

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

The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by The City in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, and in

settlement, discharge or compromise of any claims, demands suits, and judgments pertaining to or arising out of the work hereunder.

If, after notice of termination of contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that the City is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against the City shall be the same as and limited to those afforded Contractor under "Completion" section below.

3.15 TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

The City shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against the City shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against the City, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

The City shall have the right to suspend all or any portions of the Work upon giving Contractor not less than two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds six (6) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

3.16 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). Within a reasonable time thereafter, the City, Contractor and Engineer shall inspect 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 he finds the Work acceptable and fully performed under the Contract Documents, he shall promptly issue a final Certificate for Payment, recommending that, on the basis of his observations and inspection, and the Contractor's certification that the 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 data establishing payment or satisfaction of all obligations, such as receipts, 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 his recommendations. Unless and until the City is completely satisfied, neither the final payment nor the retainage shall become due and payable.

3.17 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 and 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.

3.18 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 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 binding 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. The Contractor's superintendent shall be present at the site of the work at all times while work is in progress and shall be available by phone for emergencies 24 hours per day, 7 days per week.

3.19 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 nor 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.

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.

3.20 EMERGENCIES

In the event of an emergency affecting the safety or protection of persons or 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 two (2) hours after the occurrence of the emergency, if Contractor believes that after the occurrence of the emergency, if Contractor believes that 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 two (2) 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.

3.21 PROJECT MEETINGS

Prior to the commencement of Work, the Contractor shall attend a preconstruction conference with the Engineer and others as appropriate to discuss the Progress 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. At a minimum, Progress meetings will be scheduled on a weekly basis during construction. The Contractor's Superintendent, major Sub-Contractors, City and Engineer shall be required to attend these meetings.

3.22 TRAFFIC CONTROL PLAN

A traffic control plan to support the Contractor's operations shall be submitted at least 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 his expense.

3.23 HOURS OF WORK

Work within the travelled way of the project shall commence no earlier than 7:00 a.m. local time and be completed no later than 6:00 p.m. local time. Hours of work may be altered at any time at the discretion of the City. All working hours shall be in accordance with the City of Naples Municipal Code.

3.24 TAX EXEMPTION

The City of Naples is exempt from the payment of sales or use tax. The tax exemption certificate number is: 85-8012621645C-0.

3.25 WEATHER CONDITIONS

A. The City of Naples is subject to severe weather conditions such as hurricanes, tropical storms, tornados, strong winds, heavy rains, lighting, and the like. It is the Contractor's responsibility at all times to: (1) monitoring current and developing weather conditions; and (2) to develop and implement appropriate contingency plans to ensure proper storage of materials, supplies, and equipment, and to secure the Project site so as not to endanger public health and safety, environmental resources or public and private property.

B. If the Project is to be constructed between June 1 and October 31, the Contractor shall submit a Hurricane and Severe Storm Plan for review and acceptance. This plan shall include but not be limited to the following:

1. Types of storms anticipated (winter storm, hurricane, and tornado);
2. Time intervals before storms when action will be taken and details of the actions taken;
3. List of the equipment to be used on the job and its ability to handle adverse weather;
4. Methods of securing equipment not to be removed; and
5. Plan of evacuation to include interim measures, (i.e. immediate reaction plans to be taken for all storm occurrences, particularly sudden/flash storms).

3.26 ENGINEER'S STATUS DURING CONSTRUCTION

A. A Project Representative employed by the Engineer/City shall be authorized to observe all Work done and all material furnished. Such observation may extend to all or any part of the Work and to the preparation, fabrication, or manufacture of the materials to be used. A Project Representative is not authorized to revoke, alter, or waive any provision of the Contract. The Project Representative is not authorized to issue

instructions contrary to the Construction Drawings and Specifications or to act as foreman for the Contractor.

- B. The Engineer may direct the maintenance of gages, ranges, location, baseline monumentation, marks and limit marks in proper order and position, but the presence of the Engineer/City shall not relieve the Contractor of the responsibility for the proper execution of the Work in accordance with the Contract. The Engineer/City shall have unlimited access to the plant.
- C. The Engineer/City shall be permitted to provide inspections for key milestones during the execution of the work. The Contractor shall provide the City and Engineer with a minimum of 48 hours advance notice prior to requesting an inspection for each milestone. At a minimum, the Engineer/City shall perform an inspection following the completion of major milestones prior to commencing work on subsequent tasks. These major milestones include:
1. Site preparation and clearing
 2. Installation of silt fencing, turbidity barriers and other erosion control measures.
 3. Installation of upland dewatering system, if any.
 4. Inspection of upland trench and pipe, before pipe burial.
 5. Laydown and fusing of HDPE or FPVC pipe
 6. Set up of HDD equipment prior to commencement of pilot bore.
 7. Inspection of pipeline upon emergence.
 8. Inspection of stabilization measure(s) at bore hole/seabed interface.
 9. Assembly of outfall diffusers.
 10. Connection of outfall diffusers.
 11. Hydrostatic and leakage pressure test.
 12. Installation of anchoring system and strapping.
 13. Anchor load tests.

The Contractor shall not be permitted to commence construction activities on a subsequent task until receipt of written approval from the City and Engineer approving the preceding task.

PART 4 - SAFETY

4.1 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:

- A. All employees on the Work and other persons and/or organizations who may be affected thereby;
- B. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and
- C. 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.

4.2 Contractor shall comply with all applicable codes, 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.

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

PART 5 - CONTRACTOR QUALIFICATIONS

5.1 HDD SYSTEM EQUIPMENT

- A. The directional drilling equipment, as a minimum, shall consist of a directional drilling rig of sufficient capacity to perform the bore(s) and pull-back of the pipe(s), a drilling

fluid mixing and delivery system of sufficient capacity to successfully complete the crossing, a guidance system to accurately guide boring operations, and trained and competent personnel to operate the system. All equipment shall be in good, safe operating condition with sufficient supplies, materials and spare parts on hand to maintain the system in good working order for the duration of this project. All required equipment shall be included in the emergency and contingency plan as submitted per these specifications. A letter from the drill rig manufacturer certifying the equipment is capable of completing the Work is required. At a minimum, the drill rig shall have a minimum thrust/pullback capacity of 500,000 lbs, a drill length capacity of 1,500 ft, and a pipeline capacity (OD) of 32”.

- B. The directional drilling machine shall consist of a hydraulically powered system to rotate, push and pull drill pipe while delivering a pressurized fluid mixture to a drill head. The machine shall be anchored to withstand the pulling, pushing and rotating forces required to complete the project.
- C. The drilling rig hydraulic system shall be of sufficient pressure and volume to power drilling operations. The hydraulic system shall be free from leaks.
- D. The drilling rig shall have a system to monitor pull-back hydraulic pressure during pull-back operations.
- E. The horizontal directional drilling equipment shall produce a stable fluid lined tunnel with the use of a steer-able drill head and any subsequent pre-reaming heads.
- F. The system must be able to control the depth and direction of the drilling operation.
- G. Drill head shall contain all necessary cutters and fluid jets for the operation, and shall be of the appropriate design for the ground medium to be drilled.

5.2 CONSTRUCTION EXPERIENCE CRITERIA

- A. Contractors’ qualifications for bidding as a HDD Contractor for the Project is based on the following criteria:

1. The contractor must have completed horizontal directional drill (HDD) projects for stormwater, water or wastewater pressure pipe projects within the last 10 years that meet the following criteria:
 - a. A total of three (3) similar projects completed that demonstrate successful experience with long, single-pull HDD using nominal 24-inch diameter or larger fusible polyvinyl chloride (FPVC) or high density polyethylene (HDPE) pipe. Each similar project shall be at least 1,000-feet long.
 - b. Of the three similar projects, at least one HDD project with a minimum single pull length of 2,000-feet.
 - c. Of the three similar projects, at least one HDD project must include a horizontal curve.
 - d. Of the three similar projects, at least one HDD project must be in Florida.
 - e. Of the three similar projects, at least one HDD project must be subaqueous. Preference is given to Projects with an ocean surfacing endpoint.
 - f. Of the three similar projects, at least one HDD project shall have a construction cost of \$1,500,000 for the directional drill portion of the project. Construction cost shall be the actual amount paid to the subcontractor performing the HDD work.

5.3 Personnel Experience Criteria

- A. Contractors' were pre-qualified for bidding based on the following criteria for personal:
 1. The HDD Contractor shall provide a Project Site Supervisor meeting all of the following criteria:
 - a. At least ten (10) years of experience managing HDD projects. Preference is given to the Project Site Supervisor having five years or more experience with the submitting firm.

- b. Managed at least one (1) HDD project in Florida (may be waived if the Superintendent meets this criteria).
- c. Managed the construction of at least one HDD project with a construction cost of at least \$1.5 million. Construction cost shall be the actual amount paid to the contractor performing the HDD work.

The HDD Contractor shall provide a **Superintendent** meeting all of the following criteria:

- a. At least ten (10) years of experience supervising HDD projects. Preference is given to Superintendent's having five years or more experience with the submitting firm.
- b. Supervised at least one (1) HDD project in Florida Florida (may be waived if the Project Manager meets this criteria).
- c. Supervised the construction of at least one directional drill project with a construction cost of at least \$1.5 million. Construction cost shall be the actual amount paid to the contractor performing the HDD work.

5.4 General and Administrative Criteria

- A. The Prime Contractor must provide written statements addressing each of the following criteria for general and administrative criteria:
 - a. The HDD Contractor has access to adequate equipment to complete the project. Provide the make, model and year of manufacture of the drill rig proposed to be used to perform the work on this project and indicate whether it is owned, leased or rented. List all other major equipment intended to be used for this Project and indicate whether it is owned, leased or rented.
 - b. The HDD Contractor has a history of completing projects consistently on time and within the bid amount. Provide a statement that the applicant has not been involved in liquidated damages within the past five years or has served an Owner or General Contractor with a claim for additional compensation prepared by an attorney or a claims consultant, excluding

routine change order requests. If this is not the case, provide an explanation.

- c. The Prime Contractor has a history of not being involved in litigation against Owners, General Contractors or Engineering Firms. The Prime Contractor shall provide a statement that it has not been involved in litigation as a plaintiff against the Owner or Engineering firm within the past five years. If this is not the case, provide an explanation.

- d. The HDD Contractor shall provide a statement that it has not had legal actions or lawsuits within the last ten years against the City. If this is not the case, provide an explanation. The HDD Contractor shall provide a statement that its license has not been revoked by the State of Florida or other local jurisdictions within the last 7 years. If this is not the case, provide an explanation.

- e. The HDD Contractor shall provide a statement that its surety firm has not completed a contract on behalf of the HDD Contractor because the HDD Contractor was in default or was terminated by the project owner within the last 7 years.

5.5 Bonding Capacity

- A. Contractors' were pre-qualified for bidding based on the following criteria for bonding capacity.
 - 1. The HDD Contractor shall provide a letter from its bonding company stating that the HDD Contractor will be able to provide a performance bond in the amount of their bid.

PART 6 – MOBILIZATION/DEMobilIZATION

6.1 SCOPE

Mobilization and Demobilization is described as the transport of required equipment, materials and personnel to and from the jobsite to complete the work as well as the preparation and maintenance of the staging and access areas.

6.2 RELATED SECTIONS:

TS-01500 Construction Facilities and Temporary Controls

TS-01600 Material and Equipment

TS-02050 Demolition

TS-02110 Site Clearing

6.3 SITE ACCESS

The Contractor shall provide a site access plan that identifies how the Contractor will access the site to perform the required work. The site access plan will be submitted to the Engineer and City for review and approval prior to commencement of construction. The site access plan will identify site access routes as well as all areas to be disturbed (i.e., pavement, vegetation, sidewalks, barriers, fences, utilities, etc.). The Contractor will be responsible for obtaining all necessary permits and approvals associated with the site access as well as restoration of all disturbed areas within the site access area.

6.4 CONSTRUCTION ENTRANCE

A stabilized construction entrance in accordance with FDOT shall be installed and maintained for the duration of construction.

6.5 SITE PREPARATION:

Site preparation activities include the removal of curbing and pavement within the work area as required to construct drill pit as shown on the Construction Drawings. Site Preparation also includes but is not limited to incidentals such as the protection of existing trees and vegetation outside of the work area, installation of a soil tracking entrance, debris disposal, installation of turbidity barriers, silt fencing and installation of site security measures.

6.6 PRESERVATION OF VEGETATION

The Contractor shall stake the limits of the vegetation to be cleared, if any, and receive approval from the Engineer and City prior to the commencement of clearing activities.

The Contractor shall provide and maintain a functional barrier around the vegetation to be preserved during construction. No material or equipment shall enter or be placed in the areas protected by barricades without prior approval. In the event vegetation denoted as "to be preserved" is damaged, it shall be replaced immediately following construction at a 1:1 damaged:replaced ratio within the pre-construction vegetation footprint or as approved by the Engineer and City.

6.7 DISPOSAL

Items to be removed or cleared shall be removed from the Project site and disposed of in a lawful manner subject to approval by the Engineer/City. On-site burying of removed or cleared items shall be prohibited. As clearing is completed, Contractor shall immediately remove and dispose of all cleared materials and shall keep the site free, clear and in good order.

6.8 STAGING AND STORAGE

The Contractor shall propose in the plan of work the use of access and staging areas to the City and Engineer within ten (10) days of the Notice of Award. The plan shall include a description of the routes and areas he intends to use to transport and store material and equipment during construction. The plan shall also describe how the Contractor intends to access the project site and work areas as well as measures for debris and dust control. All transport routes, storage areas, and access areas are subject to the approval of the City and Engineer. The final work plan and staging areas shall be negotiated with the City prior to commencement of the Work.

PART 7 - SURVEYING, LAYOUT AND AS-BUILT DRAWINGS

7.1 SCOPE

The construction surveys cost represents the combined costs incurred by the contractor associated with directional drilling survey control, layout and post-construction (as-built) surveys and drawings.

7.2 RELATED SECTIONS:

STS-01051 Alignments and Grades

STS-02300 Horizontal Directional Drilling

PART 8 - MAINTENANCE OF TRAFFIC

8.1 SCOPE

The HDD portion of work will require limited Maintenance of Traffic (MOT), which is expected to include intersection closure at 3rd Ave N and Gulf Shore Blvd for the pipe pull.

In addition, the MOT is expected to include one lane closure for two blocks east on 3rd Ave N for pipe staging and fusing.

8.2 RELATED SECTIONS:

TS-01570 Traffic Regulation and Safety

PART 9 - INLET PROTECTION SYSTEM

9.1 SCOPE

There are four existing inlets to be protected at 3rd Ave N during the HDD work.

9.2 RELATED SECTIONS:

TS-02276 Erosion and Sediment Control

PART 10 - ENVIRONMENTAL COMPLIANCE, TESTING AND CONTROL

10.1 SCOPE

The contractor shall install and maintain BMPs for erosion and turbidity control to maintain compliance with State water quality standards and specific environmental permit conditions. In addition, turbidity monitoring during the seaward pipe emergence is required, estimated at one day for each pipeline.

10.2 RELATED SECTIONS:

TS-02276 Erosion and Sediment Control

TS-02530 Groundwater Control for Open Excavations

Environmental Specifications

PART 11 – FURNISH AND DELIVERY FPVC PIPE AND HORIZONTAL DIRECTIONAL DRILL

11.1 SCOPE

The Contractor shall install two-30" FPVC DR21 pipelines by directional drill, approximately 1,000 ft each, into the Gulf of Mexico. The HDD activities include furnishing and delivering all materials and equipment to complete the installation, execution of work, and hydrostatic and leakage testing following installation.

11.2 RELATED SECTIONS:

STS-02300 Horizontal Directional Drilling

STS-02600 Fusible PVC Pipe for Installation by Horizontal Directional Drill

STS-02676 Pressure and Leakage Tests

PART 12 - SITE TURNOVER & SITE RESTORATION

12.1 SCOPE

The Contractor is required to provide temporary shoring to protect the landward end of pipe until the site is turned over to the prime contractor performing the balance of the project work (e.g. stormwater and roadway). The estimated duration for this site protection is estimated at 30 days. During this time, the Contractor shall provide adequate fencing and site security for the site encompassing the 3rd Ave N beach end as described in the City's Municipal Code and approved by the City/Engineer.

Beyond cleaning up equipment, temporary facilities and solid waste, the contractor will not be required to restore the site within the 3rd Ave N (i.e. pavement restoration, vegetation, etc.) within the provided staging and work areas prior to turnover of the site to the prime contractor. Any damage outside of the approved work limits must be rectified to the satisfaction of the City prior to site turnover.

12.2 RELATED SECTIONS:

TS-01500 Construction Facilities and Temporary Controls

TS-02151 Shoring, Sheeting and Bracing

TS-01570 Traffic Regulation and Public Safety

TS-02999 Restoration and Miscellaneous Work and Cleanup

Section 16-291 Construction Site Management, Code of Ordinances, City of Naples, FL

END OF SECTION

CITY OF NAPLES
PURCHASING DIVISION
CITY HALL, 735 8TH STREET SOUTH
NAPLES, FLORIDA 34102
PH: 239-213-7100 FX: 239-213-7105

ADDENDUM NUMBER 1

NOTIFICATION DATE: <p align="center">11/18/2021</p>	SOLICITATION TITLE: <p align="center">Directional Drill Services - Naples Beach Restoration & Water Quality Improvement Project - RFP</p>	SOLICITATION NUMBER: <p align="center">22-002</p>	BID OPENING DATE & TIME: <p align="center">1/4/2022 2:00PM</p>
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**THE FOLLOWING INFORMATION IS HEREBY INCORPORATED INTO,
AND MADE AN OFFICIAL PART OF THE ABOVE REFERENCED BID.**

The following clarifications are issued as an addendum identifying the following changes for the referenced solicitation.

Bid opening date and time has been changed to the following:

FROM: Thursday, December 2, 2021 @ 2:00pm
TO: Tuesday, January 4, 2022 @ 2:00pm

Please find attached Exhibit A Revised Cover Sheet that replaces the original cover sheet.

Additionally, the last day for questions is now 12/14/2021.

Exhibit A - Revised Cover Sheet

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REQUEST FOR PROPOSAL

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

COVER SHEET

NOTIFICATION DATE: 11/2/2021	SOLICITATION TITLE Directional Drill Services - Naples Beach Restoration & Water Quality Improvement Project - RFP	SOLICITATION NUMBER: 22-002	OPENING DATE & TIME: 1/4/2022 2:00 PM
PRE -PROPOSAL CONFERENCE DATE, TIME AND LOCATION: A non-mandatory Pre-Proposal conference will be held Tuesday, November 9, 2021 at 10:00 A.M. local time in the Purchasing Division located at 735 8th St South, Naples FL, 34102			
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 style="text-align: center;">FEI/EIN Number _____ DUNS Number _____</p>			
Please initial by all that apply I acknowledge receipt/ review of the following addendum			
____ Addendum #1	____ Addendum #2	____ Addendum #3	____ Addendum #4
____ Addendum #5	____ Addendum #6	____ Addendum #7	____ Addendum #8

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>

**CITY OF NAPLES
PURCHASING DIVISION
CITY HALL, 735 8TH STREET SOUTH
NAPLES, FLORIDA 34102
PH: 239-213-7100 FX: 239-213-7105**

ADDENDUM NUMBER 2

NOTIFICATION DATE:	SOLICITATION TITLE:	SOLICITATION NUMBER:	BID OPENING DATE & TIME:
12/20/2021	Directional Drill Services - Naples Beach Restoration - RFP	22-002	1/4/2022 2:00PM

**THE FOLLOWING INFORMATION IS HEREBY INCORPORATED INTO,
AND MADE AN OFFICIAL PART OF THE ABOVE REFERENCED BID.**

The following clarification is issued as an addendum identifying the following changes for the referenced solicitation.

1. REVISED SCHEDULE OF VALUES FORM:

Attached Exhibit A is a REVISED SCHEDULE OF VALUES FORM. The Form replaced in its entirety the originally publish Schedule of Values Form.

THE REVISED SCHEDULE OF VALUES FORM (EXHIBIT A) MUST BE USED BY BIDDERS OR THE BID WILL BE REJECTED.

2. Special Condition section starting on page 16 of the bid document has been amended as follows:

SECTION K PIPE MATERIAL PRICE ESCALATION CLAUSE

This Agreement is conditioned upon the ability of the Contractor to complete the project at present material costs. The Contractor agrees to use their best efforts to obtain the lowest possible prices from available material suppliers. If, during the performance of the contract, the price of material significantly increases, through no fault of the Contractor, the contract price shall be adjusted for the difference in material cost from bidding to the final invoice. As used herein, a **significant price increase shall mean any increase exceeding 4% between the date of bids are received and City Council approves the agreement.** Such price increases shall be documented through invoices or receipts. Contractor shall submit a price quotation receipt from a reputable supplier with their bid in the Schedule of Values so that a baseline price can be established. The price quotation shall be dated within two weeks of the bid opening. The final invoice paid will be compared to market conditions at the date of the receipt and may be rejected if market conditions vary significantly from the final invoice price. This escalation provision only applies to material costs of PVC piping.”

In addition, Pursuant to Florida Statutes, Section 212.08(6), and Florida Administrative Code, Number 12A-1.094, the City elects to exercise this right to direct purchase selected materials on all construction projects and such direct purchase shall be without any additional cost to the Owner.

All bids are to be submitted with all applicable taxes included. See project specifications for complete details and information.

The Contractor shall assume all risk and remain fully responsible for all material incorporated into any project, directly purchased by the Owner or not. This will include, but not be limited to, insurance, theft, storage, damage during installation, coordination, quantities ordered, submittals, protection, scheduling, shipping, security, expediting, receiving, installation, cleaning and all applicable warranties, etc.

The following answers to written submitted questions:

1. The RFP indicates that no work is permitted on Saturday, Sunday or Public Holidays. Due to the nature of this work, specifically the drilling process and maintaining a bore hole, we would request that Saturday work be allowed. Can the city please consider this?

ANSWER: The City will allow work on Saturdays and certain holidays for only fusing and drilling operations holidays – the intent is to ensure that once fusing and drilling activities begin, the work is completed expeditiously. The contractor will be required to be on site each day during this period. (No work may be conducted on the following holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day).

2. Under Tab 5 of the requested information, bullet 6 Detailed Work Plan, would like to clarify that the work plan will be a written plan as part of our proposal and the only item to be in Microsoft Project Format is the Critical Path Schedule. Please confirm?

ANSWER: Yes.

3. I hope that you're doing well! Due to the large amount of requested information for RFP 22-002, Directional Drill Services - Naples Beach Restoration & Water Quality Improvement Project, would the City consider increasing the page limit to 100 pages vs. 50?

ANSWER: Yes, page limit increased to 100 pages.

4. Mr. Gerald "Jed" Secory, MBA / CPPO / CPM - Purchasing and Contracts Manager - City of Naples, Purchasing Division. As per the Special Conditions, Item J, from the City of Naples 22-002 Directional Drill Services - Naples Beach Restoration & Water Quality Improvement Project – RFP below please find the following questions for your review and consideration;

1. Under Section 5, Submittal Requirements, Tab 2 - Construction Experience Criteria the language states: "Contractor must have completed horizontal directional drill (HDD) projects for stormwater, water or wastewater pressure pipe projects within the last 10 years that meet the following criteria." While the Reference Questionnaire language states "Provided Same or Similar services within the last five years". Please confirm that we are to provide projects within the last 10 years that meet the Cities criteria.

ANSWER: Confirmed, experience within the last 10 years meets the criteria.

5. We are respectfully requesting a two-week extension to the RFP submission deadline. This will provide us the sufficient time to develop an in-depth, comprehensive, and cost competitive response to this RFP. We appreciate your assistance with this item.

ANSWER: Addendum # 1 extended the submission deadline from December 2nd, 2021 to January 4th, 2022.

6. We have a few questions regarding the attached reference pages from the RFP/ITB. Thank you in advance for clarifying.

1. The top of the form indicates to submit the required number of these reference forms before the bid package is submitted. Are these to be sent to you and when is the last day that we may follow up with you to ensure receipt?

ANSWER: Reference form must be emailed to Purchasing@naplesgov.com by the company who is providing the reference on or before BID OPENING DATE & TIME indicated on the Cover Sheet. Please add Solicitation Number to your E-mail subject line. You may follow up to ensure receipt of references on or before BID OPENING DATE & TIME.

7. The first fillable sections of the form include Solicitation Number _____ and RFP/ITB Title _____. Since this project, 22-002 is referenced at the bottom of the page, is this meant for the Referenced similar project?

ANSWER: Please ensure the company who is providing the reference complete the Solicitation Number, RFP/ITB Title, and Bidder/Respondent Name blocks.

8. May we directly send you the reference forms as filled out by our client, or do they need to come to you from the client that filled them out? This question is to determine how to best send, track & determine receipt from a specific contractor, prior to bid submission.

ANSWER: Please reference question #6 answer.

9. Since these references are part of a larger submittal packet, in addition to sending them prior to the bid, do we also need to include them with our bid packet? We do not want to leave blank and be deemed unresponsive.

ANSWER: Yes.

10. Our last question is in regard to a reference in "Attachment A in section 5.3 Personnel Experience Criteria – A. Contractors' were pre-qualified based on the following criteria..." Is that applicable, or perhaps a carryover of prior specification language? No other reference, information, or identification of pre-qualified contractors are stated in any other Bid Document.

ANSWER: That language is a carryover from the previous attempt to bid this project and can be disregarded.

11. Is this a prevailing wage project?

ANSWER: No, this is not a prevailing wage project.

12. Are we responsible for providing security for the site until the next contractor comes in for tie-ins, after we have installed and capped the pipes?

ANSWER: No, the site protection and fencing can be removed by the contractor if the site is restored to a safe and clean condition (limerock or other stabilized surface).

13. Is there specific T&C's for the Naples Beach that you could direct us to?

ANSWER: For this response staff assumes T&C's means "terms and conditions". Please refer to the bid documents, technical specifications and permits provided on the Purchasing webpage.

14. Mr. Gerald "Jed" Secory, MBA / CPPO / CPM - Purchasing and Contracts Manager - City of Naples, Purchasing Division. As per the Special Conditions, Item J, from the City of Naples 22-002 Directional Drill Services - Naples Beach Restoration & Water Quality Improvement Project – RFP below please find the following questions for your review and consideration;

1. While comparing the plan and profile views of the HDD design there appears to be differences of the location of the end of the HDD and outfall structure. More specifically, on the profile view of the north and south HDDs (page 9 & 10 of 13) the north installation point "C" is shown at station ~14+13 and the south installation point "D" is at station ~13+14. When looking at the plan view drawing (page 8 of 13) point "C" appears to be as station ~12+31 and point "D" at ~12+81. Please advise on the intent and if possible provide updated drawings reflecting the correct location.

ANSWER: Comment is noted. Refer to the revised profile views Sheets 9 and 10, exhibit B.

15. The documents for the above-mentioned specifically, Section 01010, page 23, section 5.3. A said, "Contractors' were pre-qualified for bidding..."

Our company was not prequalified before, does that mean that I cannot bid on the project. We have the experience and know-how we just did not submit any paper for a pre-qualification process.

Let me know as we are interested in bidding on the project.

ANSWER: The pre-qualification process was for a previous RFP and does not apply to this RFP, any qualified contractor can submit.

16. In Attachment C Construction Drawings there are two Outfall Structure and Diffusers shown on the plans as "By Others" there could be significant cost savings gained by the City if this scope is included in the current RFP and completed in conjunction with the marine support activities that will be needed to support the HDD operations. Does the City want to provide that information, and have it priced as an option or alternate to the base bid?

ANSWER: Yes.

17. Under Section 5, Submittal Requirements, Tab 2 - Construction Experience Criteria the language states: "Contractor must have completed horizontal directional drill (HDD) projects for stormwater, water or wastewater pressure pipe projects within the last 10 years that meet the following criteria." While the Reference Questionnaire language states "Provided Same or Similar services within the last five years". Please confirm that we are to provide projects within the last 10 years that meet the Cities criteria.

ANSWER: Confirmed that the requirement is projects within the last 10 years.

18. Given the extension of the bid due date to 1/4/22. What is the new anticipated NTP date and completion date given the 120 day schedule as indicated in the documents?

ANSWER: There will be a Notice to Proceed to purchase materials which is currently anticipated for approximately February. A second Notice to Proceed will be issued for the construction which would be coordinated with the anticipated delivery of material.

19. With the potential for one of the bidders to be undergoing a name change and/or potentially being acquired by another prior to the start of this project, what impact if any would this have on the proposal submitted, qualifications, submittal documents, etc. for the City of Naples in completing the work?

ANSWER: That will be determined by the evaluation committee.

20. Can all drilling fluid that surfaces on the sea floor can naturally dissipate? Just wanting to make sure we didn't have to somehow try and collect it from the sea floor. I didn't see any reference to it in the RFQ documents and just wanted to make sure I didn't miss it.

ANSWER: During construction the drilling contractor will be required to avoid and minimize the discharge of bentonite drilling fluids/slurry into the Gulf of Mexico. The drill may be accomplished through the use of either Gulf "seawater" or a biodegradable drilling mud such as Biobore for the last 150-200 ft of drilling prior to daylighting (i.e. emergence) of the pipeline on the seafloor. During construction of this seaward terminus, the pipeline will emerge from the seafloor and may result in turbidity at this site. Turbidity control and environmental protection plans for City approval are described in Section 02300 Description of Requirements, paragraph 1.4 "Contractor Work Plan and Submittals".

21. Are there any city ordinances on sound during daylight working hours? Do I need to add the price for sound walls?

ANSWER: There is a noise ordinance in the City. Staff would seek a waiver if necessary. No sound wall necessary.

22. Can we get the geotech for this project?

ANSWER: Please see the YPC and Ardaman Geotechnical reports, exhibits C & D.

23. Can we use HDPE rather than FPVC?

ANSWER: Contractors proposing an alternative pipe material may do so by submitting an alternate bid with all the information necessary to meet or exceed specifications regarding the pipe's pull strength.

24. In Attachment C Construction Drawings there are two Outfall Structure and Diffusers shown on the plans as "By Others" there could be significant cost savings gained by the City if this scope is included in the current RFP and completed in conjunction with the marine support activities that will be needed to support the HDD operations. Does the City want to provide that information, and have it priced as an option or alternate to the base bid?

ANSWER: The diffusers are part of the second phase of work and not to be included in the Bid as a bid option. We would not install the diffusers in advance of the future pump station construction.

25. Under Section 5, Submittal Requirements, Tab 2 - Construction Experience Criteria the language states: "Contractor must have completed horizontal directional drill (HDD) projects for stormwater, water or wastewater pressure pipe projects within the last 10 years that meet the following criteria." While the Reference Questionnaire language states "Provided Same or Similar services within the last five years". Please confirm that we are to provide projects within the last 10 years that meet the Cities criteria.

ANSWER: Confirmed that the requirement is projects within the last 10 years.

26. Per the Reference Questionnaire "it is the bidders responsibility to contact the Purchasing department prior to submitting their bid to verify receipt of the required number of references" Can you please confirm the number of references you have received for Michels and for which projects?

ANSWER: Yes, please send an e-mail requesting confirmation of received references.

27. Under Project Requirements, HDD System Equipment it states, "At a minimum, the drill rig shall have a minimum thrust/pullback capacity of 500,000 lbs., a drill length capacity of 1,500 ft, and a pipeline capacity (OD) of 32". Due to limited workspace availability, a smaller drill rig may be required. If the contractor is confident that a lesser capacity drill rig would be sufficient and anticipated pull load calculations further substantiate the lesser pull load capacity, can the contractor choose a suitable drill rig with less than the stated 500,000 lb. minimum thrust/pullback capacity?

ANSWER: A Contractor proposing a drill rig with less than the 500,000 lb. minimum thrust/pullback must provide their pull load calculations and the acceptance is subject to City's EOR approval.

28. Will appendices be counted toward the 50 page maximum limit?

ANSWER: The City has increased the page limit to 100 page maximum. This would include appendices.

29. Please confirm you have received the questions above and is there any indication when responses may be available?

ANSWER: Confirmed and the responses will be available when Addendum 2 is posted to the City website.

Exhibit A - REVISED SCHEDULE OF VALUES

Exhibit B - PIPELINE PROFILE VIEW

Exhibit C - GEOTECH REPORTS 2017

Exhibit D - GEOTECH REPORTS 2019

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SCHEDULE OF VALUE
RFP 22-002
Directional Drill Services - Naples Beach Restoration
& Water Quality Improvement Project - RFP

Item No.	Description of Item	Unit	Quantity	Unit Cost	Total
1	MOBILIZATION/DEMobilIZATION AND GENERAL CONSTRUCTION OPERATIONS				
1.1	MOBILIZATION/DEMobilIZATION	LS	1		\$
1.2	SURVEYING, LAYOUT AND AS-BUILT DRAWINGS	LS	1		\$
1.3	MAINTENANCE OF TRAFFIC	LS	1		\$
1.4	INLET PROTECTION SYSTEM	EA	4		\$
1.5	ENVIRONMENTAL COMPLIANCE, TURBIDITY CONTROL AND TESTING	LS	1		\$
SUB-TOTAL ITEM 1					\$
2	FURNISH, DELIVER AND INSTALL OFFSHORE PIPELINE				
2.1	MARINE SUPPORT FOR HDD & PIPE INSTALLATION	LS	1		\$
2.2	OFFSHORE PIPELINE				
2.2.1	PERFORM HORIZONTAL DIRECTIONAL DRILL (44-INCH BORE HOLE)	LF	2006		\$
2.2.2	30" FPVC, DR21 (PIPE, FUSING, END CAPS)	LF	2006		\$
2.2.3	HYDROSTATIC TESTING AND LEAKAGE TESTING	LS	1		\$
SUB-TOTAL ITEM 2					\$
3	SITE TURNOVER				
3.1	TEMPORARY SHORING OF LANDWARD END OF PIPE, FENCING AND SITE PROTECTION	LS	1		\$
SUB-TOTAL ITEM 3					\$
TOTAL (ITEMS 1 -3)					\$
ALLOWANCE					\$100,000.00
TOTAL PROJECT COST					\$
BID OPTION		Unit	Quantity	Unit Cost	TOTAL
2.2.2	30" FPVC, DR21 (OFFLOAD PIPE, FUSING AND END CAPS)	LF	2006		\$

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			PERCENT AND/OR TERMS FOR EARLY PAYMENT
	YES	NO	
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)

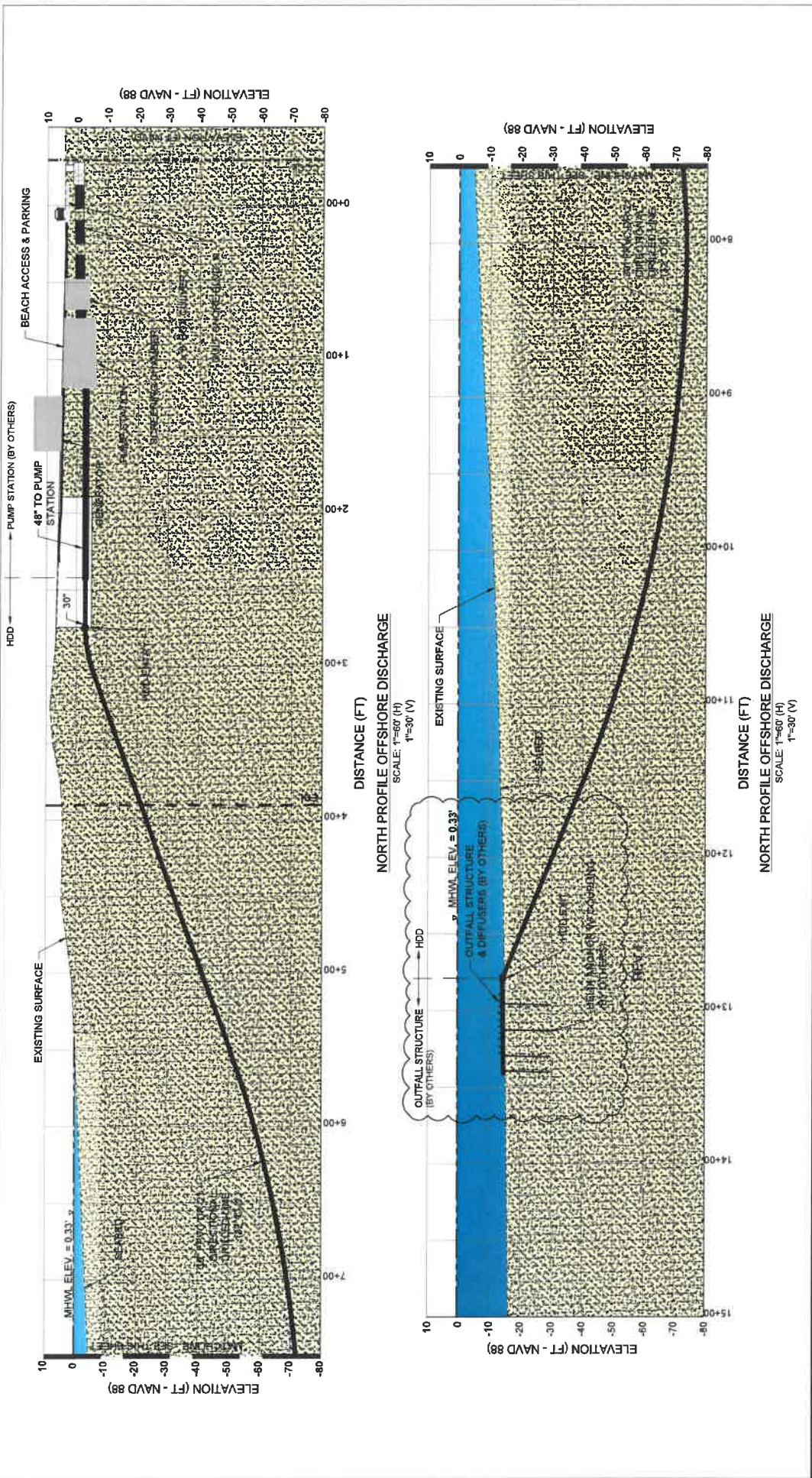
(Title)

X

(Signature)

(Date)

EXHIBIT 1: Sloops of Beaches Summary & Elevations



		Client/Project CITY OF NAPLES 700 S. GULF BLVD. NAPLES, FL 34102 Naples Beach Restoration & Water Quality Improvement Project	
		Title PIPELINE PROFILE VIEW	
700 Seabury Court Naples, FL 34102 www.ecob.com Copyright Reserved All Conception and work is the sole property of the author. No part of this drawing may be reproduced or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of the author.		Project No. 16-279 Scale AS NOTED Drawing No. Sheet 9 of 13 Revision 0	
DATE APPROVED: 11/18/21 BY: [Signature] TITLE: [Title]		DATE: 11/18/21 DRAWN BY: [Signature] CHECKED BY: [Signature]	

GEOTECHNICAL EXPLORATION AND ENGINEERING SERVICES REPORT

CONDUCTED FOR:

**City of Naples Beach Restoration and
Water Quality Improvements Project
Beach Access at 3rd Avenue North
Naples, Collier County, Florida**

PREPARED FOR:

**Ms. Christin Perkinson, Ph.D., P.E., D.CE.
Senior Coastal Engineer
Erickson Consulting Engineers, Inc.
7201 Delainey Court
Sarasota, Florida 34240**

**11 April 2017
YPC Project No. 17GY125**



***YPC Consulting Group, PL
5931 Country Lakes Drive
Fort Myers, Florida 33905
Phone (239) 693-7700
Fax (239) 690-0271***



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Florida Certificate of Authorization No. 28233

Ms. Christin Perkinson, Ph.D., P.E., D.CE.
Senior Coastal Engineer
Erickson Consulting Engineers, Inc.
7201 Delainey Court
Sarasota, Florida 34240

11 April 2017

Subject: *Geotechnical Exploration and Engineering Services Report*
City of Naples Beach Restoration and Water Quality Improvements Project
Beach Access at 3rd Avenue North
Naples, Collier County, Florida

YPC Project No. 17GY125

Dear Ms. Perkinson:

YPC Consulting Group, P.L. is pleased to submit the ***Geotechnical Exploration and Engineering Services Report*** for the project referenced above.

It has been a pleasure to work for you on this project. Please contact us should you have any questions or if you require additional information.

copies to: 1, email only to Christin@ericksonconsultingengineers.com

-
- ***Geotechnical Engineering***
 - ***Construction Materials Testing***
 - ***Pile Monitoring Services***
 - ***Pre-Condition Surveys***
 - ***Threshold Inspection Services***
 - ***Vibration Monitoring Services***

Ms. Christin Perkinson, Ph.D., P.E., D.CE.
Erickson Consulting Engineers, Inc.
Geotechnical Exploration and Engineering Service Report
City of Naples Beach Restoration and Water Quality Improvements Project
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Naples, Collier County, Florida
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YPC Consulting Group, P.L.
11 April 2017

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1.0 INTRODUCTION

1.1 Terms of Reference

YPC Consulting Group, P.L. (YPC) was retained by the Client to provide geotechnical exploration and engineering services for the City of Naples Beach Restoration and Water Quality Improvements Project located at the beach access at 3rd Avenue North in Naples, Collier County, Florida (hereafter referred to as the "project site"). Please refer to **Figure 1** for a Project Site Location and Vicinity Map. These services were performed in general accordance with the revised YPC Proposal No. 16485YFM-Revised dated 22 September 2016, and subsequent written contract dated 8 March 2017.

1.2 Project Description

The geotechnical scope of services for the proposed project included drilling one (1) test boring at the selected location to determine the depths to the rock strata and the general subsurface soil conditions. One (1) Standard Penetration Test (SPT) boring to the termination depth of 100-ft was requested by the Client and the location was selected in by the Client. It is understood that the information compiled from the field exploration and laboratory testing programs performed by YPC will be utilized by the Client for design and permitting of a pump station and horizontal directional drilled (HDD) pipeline in the project area.

1.3 Purpose and Scope of Work

The purpose of the geotechnical exploration and engineering services completed by YPC for the project was to describe, in general terms, soil and ground-water conditions encountered at the project site. To achieve this purpose, the scope of services has included the elements listed below.

- ▶ obtaining utility clearance from Sunshine State One Call of Florida, Inc. at the test location;
- ▶ obtaining a Right-of-Way (ROW) permit from the City of Naples to perform work at the project site;
- ▶ exploring subsurface soil and groundwater conditions by advancing one (1) SPT boring to a depth of approximately 100-ft below the existing ground surface (egs);
- ▶ recording time-pressure limestone cutting profiles;

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- ▶ recording the groundwater level in the test boring at the time of testing;
- ▶ grouting the boring in general accordance with regulatory requirements;
- ▶ installing an asphalt patch where the test boring penetrated the existing roadway;
- ▶ reviewing soil samples and conducting laboratory tests on selected samples to evaluate pertinent engineering characteristics of the soils and assist in their classification;
- ▶ classifying soil samples retrieved during the field exploration, in general accordance with the Unified Soil Classification System (USCS);
- ▶ compiling data from the field exploration and laboratory testing program;
- ▶ evaluating generalized boring data as well as ground-water conditions;
- ▶ providing observations and comments for use by the Client in planning for the project; and,
- ▶ compiling the field exploration data, laboratory test data, and observations and comments in this report of findings.

2.0 FIELD EXPLORATION AND LABORATORY TESTING & INSPECTION PROGRAMS

2.1 Field Exploration Program

The field exploration program, consisting of the elements described in Section 1.3 above, was performed in general accordance with relevant portions of applicable testing procedures on 28 and 29 March 2017.

The test boring was advanced by a drilling subcontractor, under the supervision of a YPC engineer, using a wet-rotary procedure. Representative soil samples were obtained using split-barrel sampling procedures. In this procedure, a 2-in. outer-diameter, split-barrel sampler is driven into the soil by a 140-lb hammer with a free-fall of 30-in. The number of blows required to drive the sampler through a 12-in. interval is termed the Standard Penetration Resistance, or "N", value, and is indicated for each sample on the boring logs. The "N" value is an indication of the relative density of granular soils in-situ.

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Soil samples obtained during the field exploration program were sealed immediately in the field and brought to YPC's laboratory for further examination and testing. The test boring location was selected in coordination with the client and marked in the field by the Client. The test borings were advanced at the approximate locations illustrated in the Project Layout and Test Location Plan presented in **Figure 2**.

2.2 Laboratory Testing and Inspection Program

Laboratory tests are generally performed to assist in the classification of soils based on their mechanical and physical behavior. Based on the results of laboratory tests, an indication of engineering properties for a soil can be established. Laboratory tests completed on soil samples retrieved for this project include:

- ▶ two (2) moisture content determinations;
- ▶ two (2) minus #200 sieve tests to determine total silt and clay particle contents;
- ▶ two (2) particle size analyses; and
- ▶ classification of each soil sample based on visual inspection.

Results of laboratory tests are indicated on the individual boring log profiles presented in **Figure 3**. Particle size distribution curves are included in **Appendix A**.

3.0 SITE, GROUND-WATER, AND SOIL CONDITIONS

3.1 Site Features

The project site is located at the beach access at 3rd Avenue North in Naples, Collier County, Florida. The project site is generally open, level, and clear of any major obstructions. The test boring location is within the City of Naples right-of-way. The test boring was advanced in the roadway area, thus penetrating the existing pavement section. The Gulf of Mexico is to the west of the beach access roadway where the test boring was drilled.

3.2 Ground-Water Conditions

At the time of the field exploration program, the ground-water level was recorded at approximately 5.0-ft below the eggs in the test boring. It is noted that any ground-water table will be subject to fluctuation due to seasonal climatic changes, construction and development activities, rainfall variations, surface-water runoff, the extent of artificial

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drainage, tidal influences, and other site-specific factors. Since ground-water level variations are anticipated, design drawings and specification should incorporate such possibilities and provide for dewatering, as required, during construction.

3.3 Subsurface Soils

General subsurface soil conditions at the boring location are described below (please refer to **Figure 2** for the Project Layout and Test Location Plan and **Figure 3** for the boring log profile).

- ▶ Subsurface soils encountered in test boring SB-1 generally consist of **poorly-graded sand (SP), sandy silt (ML), silty sand (SM), weathered and/ or fractured limestone (WLS), and limestone (LS)** to the boring termination depth 101-ft below the egs. The existing asphalt paving section was penetrated to advance the test boring.

4.0 OBSERVATIONS AND COMMENTS

Based on current conditions and data obtained during the field exploration and visual inspection of soil samples for this project, observations and comments are presented below:

- ▶ Subsurface soils generally consist of **poorly-graded sand (SP), sandy silt (ML), silty sand (SM), weathered and/ or fractured limestone (WLS), and limestone (LS)** to the boring termination depths 101-ft below the egs.
- ▶ Dense weathered and/or fractured limestone and very hard limestone were encountered at various depths as shown in **Figure 3**. This should be taken into account during planning with respect to excavation for any pump station of Horizontal Directional Drilled (HDD) pipelines.
- ▶ The subsurface soils profile presented in **Figure 3**, along with the time-pressure limestone cutting profiles and laboratory test results, will be utilized by the Client in planning for this project. YPC can provide further assistance, if necessary, after additional project information becomes available.

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5.0 LIMITATIONS

This geotechnical and engineering services report has been prepared for the exclusive use of the Client. No other warranty is expressed nor implied. It is noted that the information presented in this report address only soils and deposits that would normally be influenced by the proposed construction. The scope of services does not include an evaluation of deep soil or rock conditions where limestone cavities may exist due to sinkhole activity. Deep borings/ soundings, geophysical exploration, and/or resistivity surveys would be required in order to evaluate the structural condition and stability of deep soil and rock formations, and is beyond the scope of services for this project.

This report has been prepared to aid in the evaluation of the property and to assist the owner and/or engineer in planning and design of this project. The scope of services is limited to the specific project and locations described herein, and the description of the project as described herein represents YPC's understanding of significant project aspects related to soil characteristics. In the event that any changes in the design or location of the structures as outlined in the report are planned, YPC must be informed so that the changes can be reviewed and the conclusions of this report modified or approved in writing. **Any conclusions or recommendations made by others based on the data contained herein are not the responsibility of YPC, unless we are advised of the same in writing and given the opportunity to review those conclusions and recommendations.**

The analyses and recommendations submitted in this report are based upon the data obtained from field exploration program at locations indicated in the Project Layout and Test Location Plan presented in **Figure 2**, as well as any other information discussed in this report. In the performance of a subsurface exploration, specific information is obtained at specific locations at specific times. However, it is known that site and subsurface conditions can change over time. Additionally, variations in soil and rock exist on most sites between test locations. The nature and extent of such variations may not become evident until after the start of construction. If variations appear, it will be necessary to re-evaluate the recommendations of this report after performing on-site observations during the construction period and/or performing supplemental tests.

It is the responsibility of the Client to see that the recommendations in this report are brought to the attention of all concerned parties. Because of the possibility of unanticipated subsurface conditions occurring, it is recommended that a "changed condition" clause be provided in contracts with the general contractor and with subcontractors involved in foundations or earthwork construction. Furthermore, it is necessary that YPC be retained to review the site preparations and foundation phases of construction. Otherwise, no responsibility for construction compliance with the design concepts, plans, specifications, and recommendations presented herein can be assumed.

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Beach Access at 3rd Avenue North
Naples, Collier County, Florida
YPC Project No. 17GY125

YPC Consulting Group, P.L.
11 April 2017

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6.0 ACKNOWLEDGMENT

YPC appreciates the opportunity to work with you on this project. Please contact us should you have any questions concerning this report or if you require additional information.

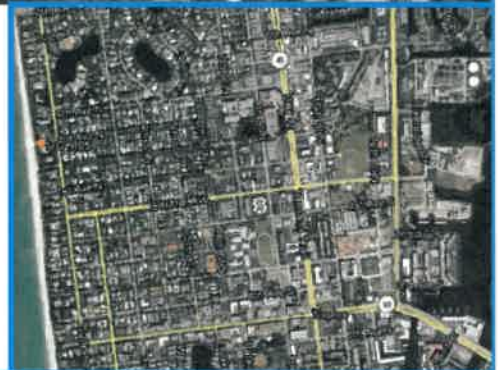
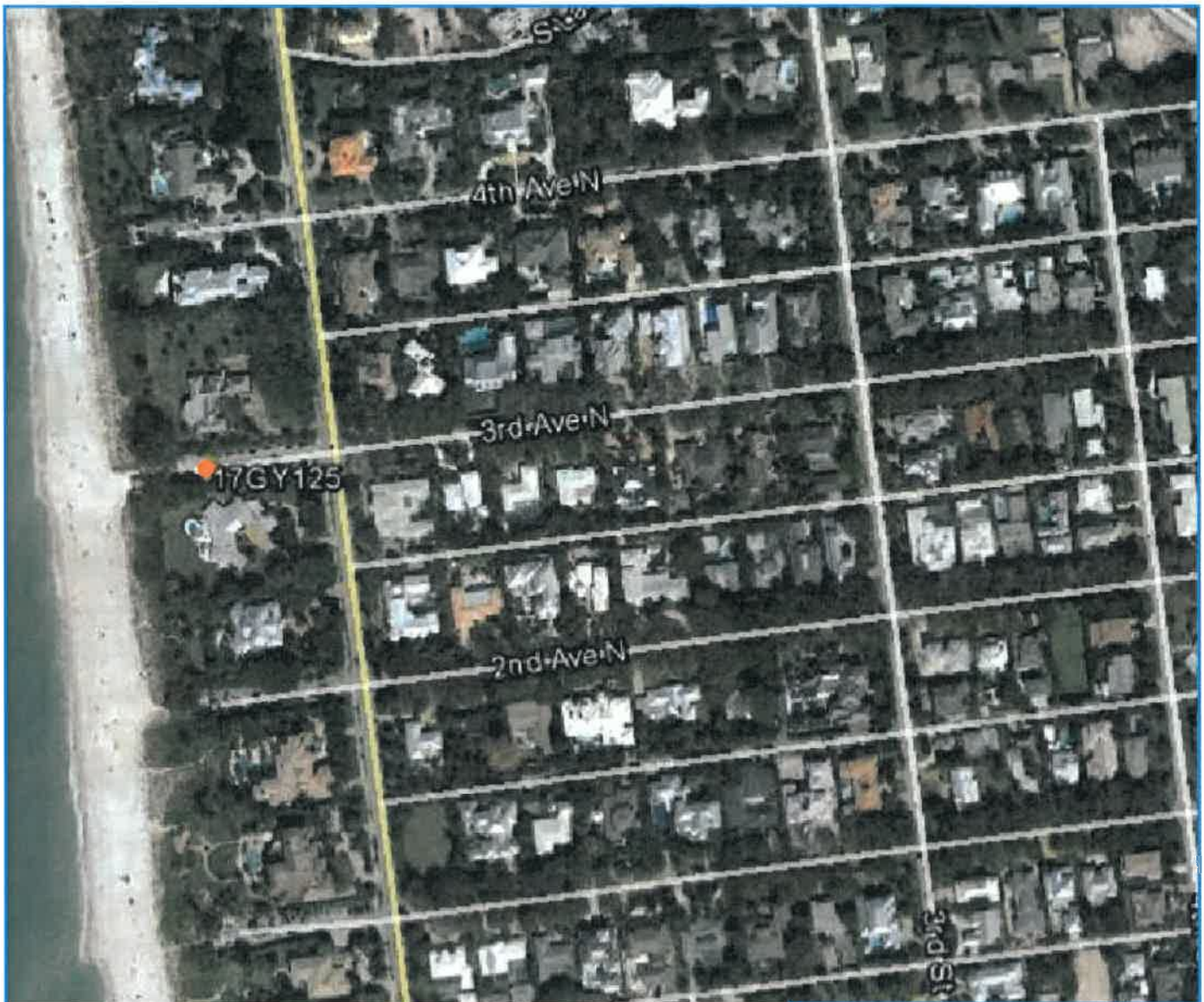
Sincerely,

YPC Consulting Group, P.L.
Florida Certificate of Authorization No. 28233

*This document has been electronically signed
& sealed using a digital signature by:*

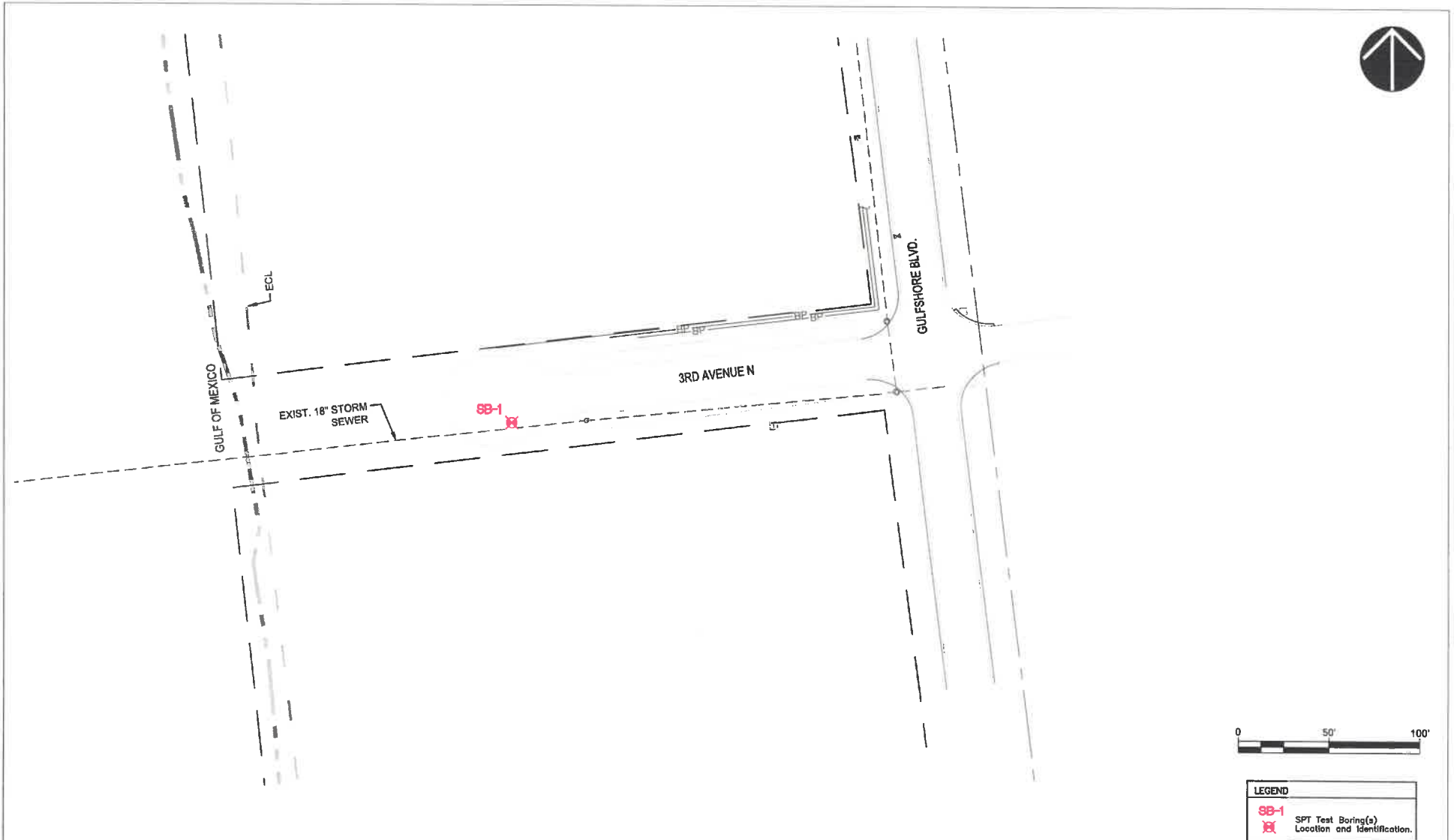
Yen-Po Chiu, P.E.
Senior Project Manager
Florida Registration No. 62391

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WGS84
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 LONG: ° W
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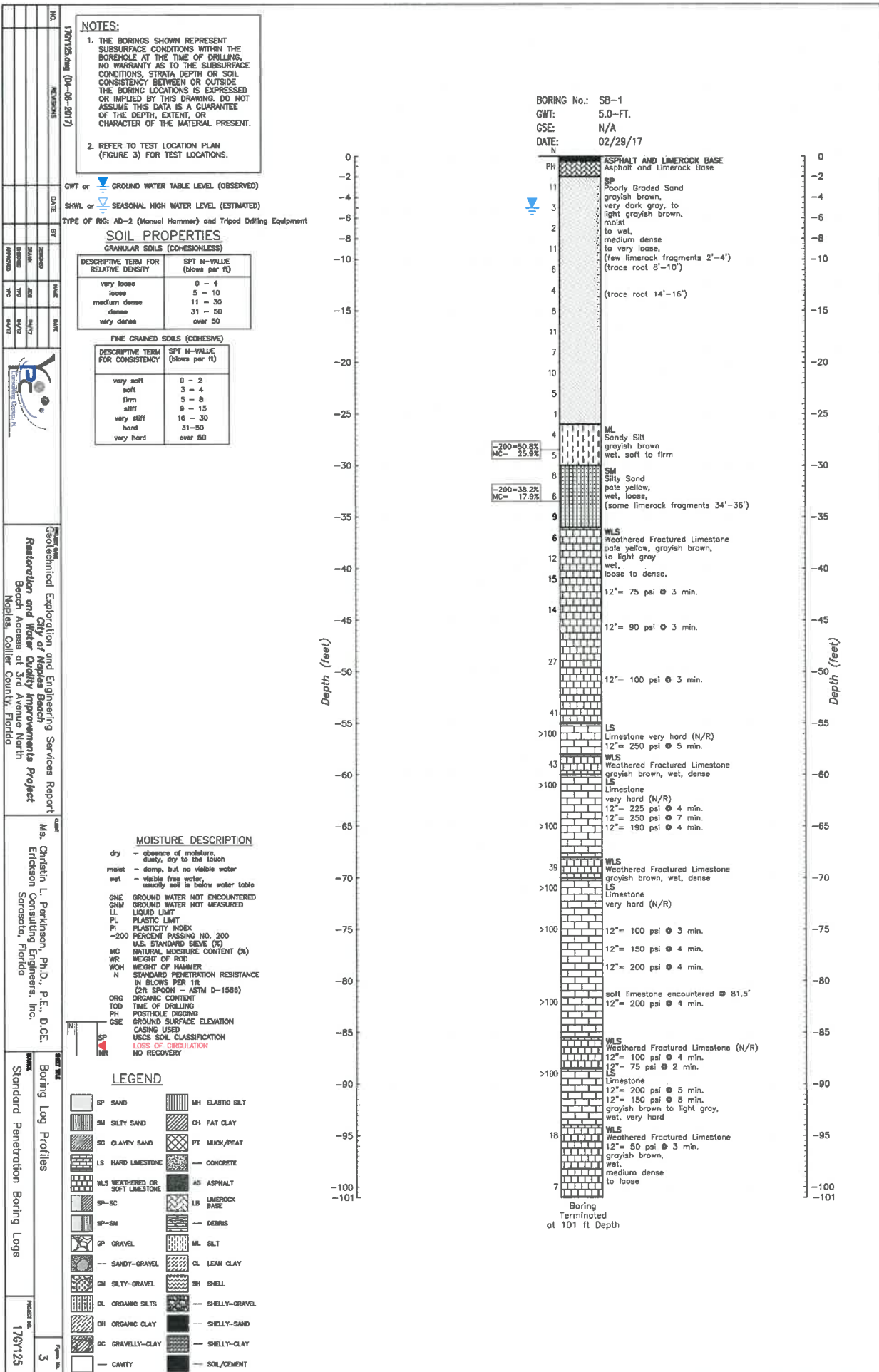
TITLE Project Site Location and Vicinity Map		SOURCE Google Earth	FIGURE NO. 1
	DATE	8th April 2017	
	DRAWN BY	JIDS-JBC	
	CHECKED BY	YPC	
	SCALE	nts	
	PROJECT NO.	17GY125	
		Geotechnical Exploration and Engineering Services Report City of Naples Beach Restoration and Water Quality Improvements Project Beach Access at 3rd Avenue North Naples, Collier County, Florida for: Ms. Christin L. Perkinson, Ph.D., P.E., D.CE. Erickson Consulting Engineers, Inc. Sarasota, Florida	



LEGEND	
SB-1	SPT Test Boring(s)
	Location and Identification.

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NO.	REVISIONS	DATE	BY	SCALE	DATE		PROJECT TITLE Geotechnical Exploration and Engineering Services Report City of Naples Beach Restoration and Water Quality Improvements Project Beach Access at 3rd Avenue North Naples, Collier County, Florida	CLIENT Ms. Christin L. Perkinson, Ph.D., P.E., D.CE. Erickson Consulting Engineers, Inc. Sarasota, Florida	SHEET TITLE Project Layout and Test Location Plan	FIGURE NO. 2	
				DESIGNED	04/17						
				CHECKED	04/17						
				APPROVED	04/17						
									SOURCE Base Plan Acquired from: Erickson Consulting Engineers, Inc.		PROJECT NO. 17GY125



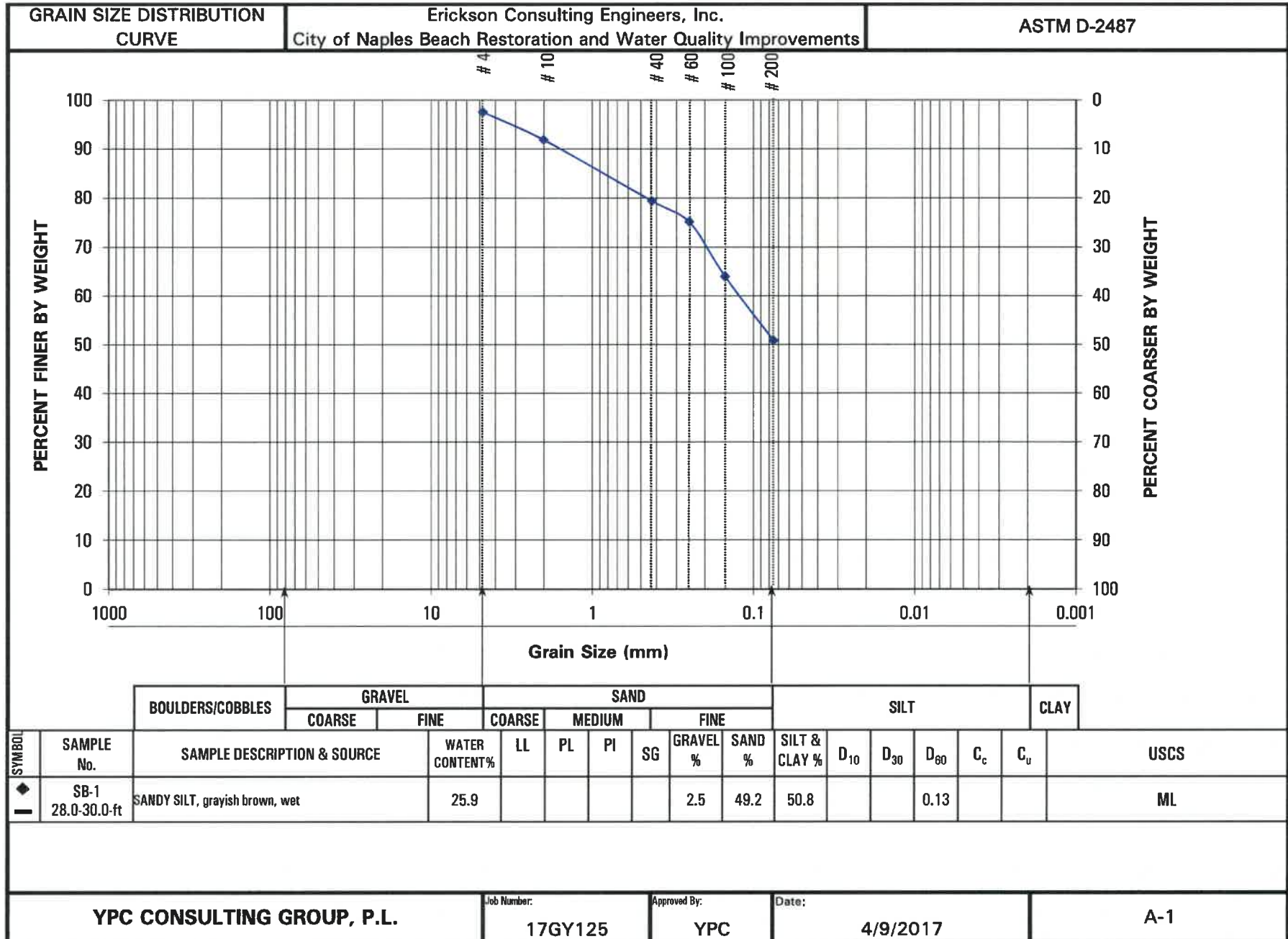
Ms. Christin Perkinson, Ph.D., P.E., D.CE.
Erickson Consulting Engineers, Inc.
Geotechnical Exploration and Engineering Service Report
City of Naples Beach Restoration and Water Quality Improvements Project
Beach Access at 3rd Avenue North
Naples, Collier County, Florida
YPC Project No. 17GY125

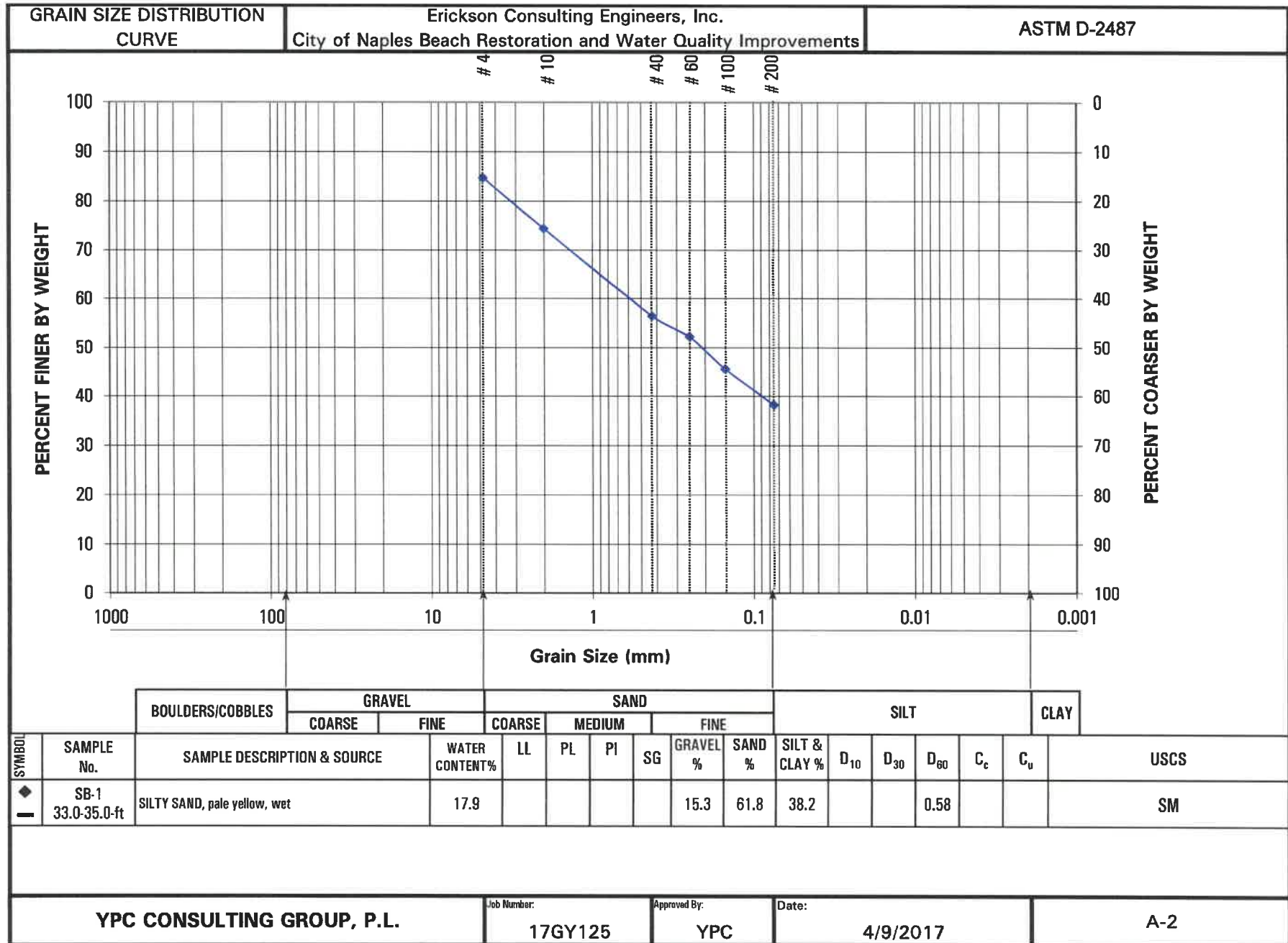
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APPENDIX A

LABORATORY TESTING DATA

A-1 and A-2 - Particle Size Distribution Curves





**Subsurface Soil Exploration and
Geotechnical Engineering Evaluation
Proposed Naples Beach Restoration and
Water Quality Improvement Project
Naples, Collier County, Florida**



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ASTM International
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Geoprofessional Business Association
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Ardaman & Associates, Inc.

Geotechnical, Environmental and
Materials Consultants

Ardaman Project No. 19-33-4545

September 5, 2019

Erickson Consulting Engineers, Inc.

7201 Delainey Court

Sarasota, Florida 34240

Attention: Ms. Christin L. Perkinson, Ph.D., P.E., D.CE.

SUBJECT: Subsurface Soil Exploration and
Geotechnical Engineering Evaluation
Proposed Naples Beach Restoration and
Water Quality Improvement Project
Naples, Collier County, Florida

Dear Ms. Perkinson:

As requested and authorized by **Erickson Consulting Engineers, Inc.**, we have completed a shallow subsurface soil exploration for the subject project. The purposes of performing this exploration were to evaluate the general subsurface conditions within the vicinity of the proposed stormwater trunk line alignment and associated stormwater structures and to provide recommendations for site preparation, pipeline/foundation support and pavement design.

This report documents our findings and conclusions. It has been prepared for the exclusive use of **Erickson Consulting Engineers, Inc.** for specific application to the subject project in accordance with generally accepted geotechnical engineering practices. No other warranty, expressed or implied, is made.

SCOPE

The scope of our services was limited to the following items:

1. Conducting 11 Standard Penetration Test (SPT) borings to determine the nature and condition of the subsurface soils.
2. Reviewing each soil sample obtained in our field exploration program by a geotechnical engineer in our laboratory for further identification and assignment of laboratory tests.
3. Performing the appropriate laboratory tests on selected samples.
4. Analyzing the existing soil conditions with respect to the proposed construction as it relates to foundation and pavement design.
5. Preparing this report to document the results of our field exploration, engineering analysis and recommendations.

9970 Bavaria Road, Fort Myers, Florida 33913 Phone: (239) 768-6600 Fax: (239) 768-0409

Louisiana: Baton Rouge, Monroe, New Orleans, Shreveport

Florida: Bartow, Cocoa, Fort Myers, Miami, Orlando, Port St. Lucie, Sarasota, Tallahassee, Tampa, W. Palm Beach

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SITE LOCATION AND SITE DESCRIPTION

The proposed stormwater trunk line improvements are located along the east side of Gulf Shore Boulevard between South Golf Drive and 2nd Avenue South in Naples, Collier County, Florida. The approximate project alignment is shown on an aerial photograph obtained from Google Earth Pro presented on Figure 1.

We understand that the proposed stormwater trunk line and associated stormwater structures will be constructed adjacent to existing utility alignments and existing subsurface structures. The proposed stormwater trunk line and associated stormwater structures will underlie existing roads and green space areas.

PROPOSED CONSTRUCTION AND GRADING

It is our understanding that the approximate 4,600 linear feet of stormwater trunk line will consist of a combination of 36-inch FPVC, 42-inch pipe culvert of optional material and manhole structures. A pump station with a stormwater vault will be installed at the intersection of Gulf Shore Boulevard and 3rd Avenue North.

We understand that the stormwater trunk line and manhole structures will be embedded to depths ranging from approximately 5 to 10½ feet below the existing ground surface. At the intersection of Gulf Shore Boulevard and 3rd Avenue North, the proposed pump station will be embedded approximately 20 feet below the existing ground surface and the stormwater vault will be embedded approximately 11½ feet below the existing ground surface. We have assumed that the stormwater trunk line, manhole structures and the pump station with connecting stormwater vault will be installed using open cut methodology.

Existing Gulf Shore Boulevard is proposed to be raised six inches and widened for bike lanes. Two section options are proposed: Option A includes a 4-foot bike lane with a 10-foot travel lane and option B includes a 4-foot buffered bike lane with a 10-foot travel lane. Essentially, option A will result in widening the existing 24-foot wide roadway two feet on each side, and option B four feet on each side. New Type F curbs are planned for both sides.

FIELD EXPLORATION PROGRAM

SPT Borings

Our field exploration consisted of performing 11 Standard Penetration Test (SPT) borings at locations and depths requested by **Erickson Consulting Engineers, Inc.** The SPT borings were drilled to depths of 10 and 20 feet below the existing ground surface. The SPT borings were conducted using methods consistent with ASTM D-1586. The equipment and procedures used in the SPT borings are described in detail in the **Appendix**.

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The groundwater level at each of the boring locations was measured during drilling. The borings were grouted with cement bentonite slurry upon completion.

Pavement Coring

The field exploration program also included obtaining cores of the existing pavement along Gulf Shore Boulevard (asphalt and base) at the locations where the SPT borings were being performed in the roadway. At each boring location, the asphalt and underlying base course were measured in the field for thickness and the type of base was recorded. Upon completion, the core holes were filled with asphaltic "cold patch" material. A summary of the measurements made of the core samples are included in the "Results of Pavement Cores" section of this report.

Test Locations

The approximate locations of the borings are schematically illustrated on a site aerial photograph shown on Figure 2. After completion of the test borings, the project surveyor (Dagostino and Wood) located the borings by Northing and Easting and determined the pavement elevation at each location. This information is summarized on the attached soil boring logs.

LABORATORY TESTING PROGRAM

Representative soil samples obtained during our field sampling operation were packaged and transferred to our office and, thereafter, examined by a geotechnical engineer to obtain more accurate descriptions of the existing soil strata. Laboratory testing was performed on selected samples as deemed necessary to aid in soil classification and to further define the engineering properties of the soils. The laboratory tests included Natural Moisture Content, Organic Content, and Percent Finer than the U.S. No. 200 Sieve (percent silt and clay).

The test results are presented on the attached soil boring logs at the depths from which the samples were recovered. The soil descriptions shown on the logs are based upon visual-manual procedures in accordance with local practice. Soil classification is in general accordance with the Unified Soil Classification System (ASTM D-2487) and is also based on visual-manual procedures.

GENERAL SUBSURFACE CONDITIONS

General Soil Profile

The general subsurface conditions encountered during the field exploration are shown on the attached soil boring logs. Soil stratification is based on examination of recovered soil samples and interpretation of the field boring logs. The stratification lines represent the approximate boundaries between the soil types, the actual transitions may be gradual.



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The results of the borings indicate a general soil profile consisting of a pavement section underlain by fine sand (SP) and slightly silty fine sand (SP-SM) to the boring termination depths. As exceptions, Boring B-5 and B-6 encountered silty fine sand (SM) from a depth of 1 to 3 feet and 17½ to 20 feet below the existing ground surface, respectively, and Boring B-9 encountered soft weathered limestone from a depth of 17½ to 20 feet below the existing ground surface. In addition, Boring B-7 encountered slightly organic slightly silty fine sand (SP-SM) from a depth of 1 to 3 feet, underlain by organic slightly silty fine sand (SM) to a depth of 4½ feet, in turn underlain by wood with slightly silty fine sand to a depth of 6 feet below the existing ground surface.

Results of Pavement Cores

Cores of the existing pavement within the roadway were obtained using a 4-inch diameter core barrel. After coring the asphalt pavement, an auger and/or split-spoon sampler were used to advance the borehole through the pavement base. The thickness of the asphalt pavement and base were measured. The core samples of the asphalt pavement were returned to our laboratory for further examination and measurements.

The following table summarizes the data obtained from the cores.

Boring Location	Thickness of Asphalt (in)	Thickness of Base (in)	Base Type
B-1	2¼	9	Limerock
B-2	3	8	Limerock
B-3	2½	10	Limerock
B-4	2	9	Limerock
B-5	2	10	Limerock
B-6	1½	8	Limerock
B-7	2¼	8	Limerock
B-8	2	8	Limerock
B-9	1½	10	Limerock
B-10	2½	8	Limerock
B-11	2¼	8	Limerock

The subgrade below the limerock base at each core location was observed to be fine sand (SP/SP-SM) with an estimated LBR value of 30.

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Groundwater Level

The depths at which groundwater was encountered in the boreholes ranged from 1 to 4½ feet below the existing ground surface at the time of our field exploration (July 15 through 17, 2019). The groundwater depths shown on the boring logs represent the groundwater surface encountered on the dates shown. Fluctuations in groundwater level should be anticipated throughout the year due to seasonal variations in rainfall, and other factors.

ENGINEERING EVALUATION AND RECOMMENDATIONS

General

The results of our exploration indicate that, with proper site preparation as recommended in this report, the existing soils are suitable for supporting the proposed stormwater trunk line, manhole structures and pump station with connecting stormwater vault, except for the silty sand with organic fines and wood as encountered in Boring B-7 at a depth of approximately 3 to 6 feet below the existing ground surface. The silty sand with organic fines and wood is not suitable for providing trunk line/structure foundation support and must be removed in accordance with the "demucking" section of this report. Silty sand with organic fines and wood depths and thicknesses may be greater at unexplored locations.

We note that silty fine sand (SM) was encountered near the proposed installation depth for the pump station in Boring B-6. Because these soils are difficult to moisture condition and compact, it may be more feasible to over-excavate these soils approximately one or two feet below the proposed pump station foundation bottom and backfill with compacted "clean" sand (Unified Classification SP or SP-SM) or gravel such as FDOT No. 57 Stone.

Also, because the silty fine sand (SM) is difficult to moisture condition and compact, these soils are generally considered poor quality to unsuitable for use as compacted backfill in excavations. Import fill soils should be anticipated.

The following are our recommendations for overall site preparation, foundation support and pavement design which we feel are best suited for the proposed construction and existing soil conditions. The recommendations are made as a guide for the design engineer, parts of which should be incorporated into the project's specifications.

Excavation

Based on the conditions encountered during the field exploration, we anticipate that most of the sandy soils as encountered in the borings can be excavated with standard earth moving equipment (i.e., front-end loaders and backhoes).



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The soils below the bottom of the excavations should not be disturbed by the excavation process. If soils become disturbed and difficult to compact, they should be over-excavated to a depth necessary to remove all disturbed soils. Over-excavated areas should be replaced with compacted backfill meeting the "Backfill Requirements" presented in a following report section. The actual methods of excavation should be determined by the contractor; however, the excavation should be safely braced to prevent injury to personnel or damage to equipment.

Demucking

The silty sand with organic fines (referred to as muck hereafter) and wood as encountered in Boring B-7 are deleterious and not suitable for providing trunk line/structure foundation support. The muck and wood should be removed ("demucked") to its entire vertical limits and to a minimum horizontal margin equivalent to the depth of muck outside the development area. A minimum horizontal margin of 5 feet should be used if the depth to the bottom of the muck is less than 5 feet.

The excavated organic muck and wood must not be used as fill material and should be disposed of as directed by the Owner. The excavations should be sloped or braced to prevent slope failure as required. Means and methods of preventing slope failure and providing a safe work zone relative to excavations should be the responsibility of the Contractor.

"Demucking" may extend to depths below the groundwater table. Demucking should be performed "in the dry". The use of well points and/or sheet piles may be required to help control groundwater during excavation and backfilling. Regardless of the dewatering method used, we recommend that the groundwater level be maintained at least 24 inches below all earthwork and compaction surfaces. Dewatering is further discussed in the "Dewatering" section of this report.

Actual limits and quantities of demucking will be determined during construction. Prior to backfilling of the excavation, the bottom of the excavation must be inspected to verify the complete removal of all deleterious material deemed unsuitable.

Dewatering

The control of groundwater will be required to achieve the necessary depths of excavation and subsequent construction and backfilling and compaction requirements presented in the following sections. The actual method(s) of dewatering should be determined by the Contractor, however, regardless of the method(s) used, we suggest drawing down the water table sufficiently, say 2 to 3 feet, below the bottom of the excavation(s) to preclude "pumping" and/or compaction-related problems with foundation soils. The dewatering should be accomplished in advance of the excavation.



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Foundation Support by Mat Foundation and Foundation Compaction Criteria for the Manhole Structures and Pump Station

After the excavation (and over-excavation and backfilling, as required) is complete, verify the in-place compaction for a depth of one foot below the manhole and pump station foundation bottoms. If necessary, compact the soils at the bottom of the excavations to at least 95 percent of the modified Proctor maximum dry density (ASTM D-1557) for a depth of one foot below the foundation bottoms. Alternatively, the foundation soils may be overexcavated 1-foot and replaced with gravel such as FDOT No. 57 Stone. Based on the existing soil conditions, and assuming the above outlined excavation and compaction criteria are implemented, a net increase in allowable soil bearing pressure of 500 pounds per square foot (psf) may be used in the foundation design. The maximum net increase in bearing pressure should result in foundation settlement within tolerable limits (i.e., 1-inch or less).

Pipeline Bedding

Pipe bedding material should be compacted as necessary to achieve a density equivalent to 95 percent of the maximum dry density, as determined by the modified Proctor (ASTM D-1557), to a minimum depth of 6 inches below the bottom of the pipe (compact deeper if recommended by the pipe manufacturer).

It is our recommendation that the bedding for the pipe be pre-shaped by means of a template, prior to placement of the structure, to ensure that the upward reaction on the bottom of the pipe will be well distributed over the width of the bedding contact.

If level bedding is utilized, it will be necessary to place and compact the haunching backfill (backfill between the bedding and the centerline of the pipe) to the centerline of the pipe. This material should be placed in simultaneous layers on each side of the pipe and must be compacted in such a manner as to ensure an intimate contact with the sides of the pipe. Do not use blocking to raise the pipe to grade. Provide bell holes at each joint to permit the joint to be assembled while maintaining uniform pipe support.

Backfill Requirements

As a general guide to aid the Contractor, we recommend using fill with less than 12 percent by dry weight of material passing the U.S. Standard No. 200 sieve size. Soils with more than 12 percent passing the No. 200 sieve will be more difficult to compact due to their inherent nature to retain soil moisture. Based on the soil samples obtained during our subsurface investigation, the fine sand and slightly silty fine sand (SP and SP-SM) appear to be suitable for use as structural backfill for the pipe and manhole and pump station structures. We note that material removed from below the groundwater table will be wet and require time to dry sufficiently.

The silty fine sand (SM) may be used as structural backfill, however, these soils will be more difficult to moisture condition and compact than soils discussed in the above paragraph. These



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soils will be difficult to compact because of their relatively high fines content. They may be used as backfill if it is possible to achieve the required degree of compaction. However, extensive moisture conditioning would likely be required. The Contractor may elect at their discretion to import fill with less than 12 percent passing the No. 200 sieve rather than going to additional efforts to moisture condition and compact the silty soils. Weather conditions during construction may also affect this decision.

The muck and wood should not be used as backfill and should be disposed of as directed by the Owner or his representative.

The final backfill above the haunching or centerline of the pipe, and around manholes, must extend all the way to the trench walls and should be placed in level lifts not exceeding 8 inches. Each lift should be compacted to at least 95 percent of the maximum dry density, as determined by the modified Proctor (ASTM D-1557). Care should be taken not to damage the pipe by compacting directly above the pipe where there is insufficient cover material present. Minimum cover criteria should be in accordance with the pipe manufacturer's recommendations.

A soils engineer or a designated representative from Ardaman & Associates, Inc. should observe and test all prepared and compacted areas to verify that all bedding, haunching, and final backfill are prepared and compacted in accordance with the aforementioned specifications.

Pipeline Foundation Support and Estimated Settlements

The permanent structures such as anchor blocks, thrust blocks, air release valves, blow offs, etc., bearing at least 18 inches below adjacent grade can be designed for the maximum vertical bearing capacities presented below.

- 1,500 psf on undisturbed natural granular soils.
- 2,000 psf on compacted natural or backfilled subgrade; this value assumes compaction of 95 percent of the modified Proctor maximum density (ASTM D-1557, AASHTO T-100) for a depth of 1-foot below the structure.

Pipe settlement during and after construction should be negligible (less than ½-inch), provided the bedding and backfilling criteria in the above sections are satisfied. The volume of soil displaced by the pipe, compared to the weight of the pipe when full, will result in little if any net increase in bearing stress to the subsurface soils.

Resistance to Horizontal Forces on Pipeline Structures

Horizontal forces which act on structures such as thrust blocks or anchor blocks can be resisted to some extent by the earth pressures that develop in contact with the buried vertical face (buried vertical face is perpendicular and in front of the applied horizontal load) of the block structures

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and by shearing resistance mobilized along the base of the block structures and subgrade interface.

Allowable earth pressure resistance may be determined using an equivalent fluid density of 105 pounds per cubic foot (pcf) for moist soil and 60 pcf for submerged soils below the water table.

Equivalent fluid density (moist soil) = $K_p \gamma_m / S.F. = 105$ pcf

Equivalent fluid density (submerged soil) = $K_p (\gamma_s - \gamma_w) / S.F. = 60$ pcf

Where:

K_p = effective coefficient of passive earth pressure = 3.0

S.F. = safety factor = (values given below)

γ_m = unit weight of moist soil = 105 pcf

γ_s = unit weight of saturated soils = 113 pcf

γ_w = unit weight of water = 62.4 pcf

The passive earth pressures are developed from ground surface (assuming there is no excavation in the vicinity of the block structure that would reduce the available passive pressure) to the bottom of the block structure.

The values presented above presume that the block structures are surrounded by well compacted sand backfill extending at least 5 feet horizontally beyond the vertical buried face. In addition, it is presumed that the block structures can withstand horizontal movements on the order of one-quarter (1/4) to three-eighths (3/8) inch before mobilizing full passive resistance. The factors of safety assumed in the above recommendations are 2.5 for passive pressure with submerged conditions, and 3.0 for passive pressure without submerged conditions.

The sliding shearing resistance mobilized along the base of the block structure may be determined by the following formula:

$$\text{Allowable Shearing Resisting Force, } P = V \tan (2/3\phi) / F.S.$$

Where:

P = Shearing Resistance Force (pounds)

V = Net Vertical Force (total weight of block and soil overlying the structure minus uplift forces including buoyancy forces) (pounds)

ϕ = Angle of Internal Friction of Soil = 30 degrees

S.F. = Safety Factor = 1.5



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The vertical earth pressures developed by the overburden weight of soil can be calculated using the following unit weights:

- Compacted moist soil = 105 pcf
- Saturated soil = 113 pcf

Vertical pressure distributions in accordance with the above do not take into account vertical forces from construction equipment, wheel loads or other surcharge loads.

Uplift Resistance

Permanent structures submerged below the groundwater table will be subjected to uplift forces caused by buoyancy. The components resisting this buoyancy include: 1) the total weight of the pipe or structure divided by an appropriate factor of safety; 2) the buoyant weight of soil overlying the pipe or structure; and 3) the shearing forces that act on shear planes that radiate vertically upward from the perimeter of the pipe or the edges of the structure to the ground surface. The allowable unit shearing resistance may be determined by the following formula:

Allowable Unit Shearing Resistance, $F = K_o \gamma_m h (2/3 \tan \phi) / S.F.$ (above groundwater table)

Allowable Unit Shearing Resistance, $F = K_o [\gamma_m h_w + \gamma_b (h - h_w)] (2/3 \tan \phi) / S.F.$ (below groundwater table)

Where:

F = unit shearing resistance (psf)

K_o = coefficient of earth pressure at rest = 0.5

γ_m = unit weight of moist soil = 105 pcf

γ_b = buoyant unit weight of soil = 50.6 pcf

h = vertical depth (feet) below grade at which shearing resistance is determined

h_w = vertical depth (feet) below grade to groundwater table

ϕ = angle of internal friction of the soil = 30 degrees

S.F. = safety factor = 2

The values given for the above parameters assume that the permanent structures are covered by clean, well compacted granular backfill that extends horizontally at least 2 feet beyond the structures.

Earth Pressure on Shoring and Bracing

If temporary shoring and bracing is required for any excavations, the system should be designed to resist lateral earth pressure. The design earth pressure will be a function of the flexibility of the shoring and bracing system. For a flexible system restrained laterally by braces placed as the excavation proceeds, the design earth pressure for shoring and bracing can be computed using



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a uniform earth pressure distribution with depth. It is recommended that soils be de-watered around the excavations. For such de-watered excavations, we recommended using the following uniform pressure distribution over the full braced height as follows:

$$\text{Uniform Soil Pressure Distribution, } p = 0.65K_a\gamma_s H$$

Where:

p = uniform pressure distribution for design of braced excavation

K_a = coefficient of active earth pressure = 0.33

γ_s = unit weight of saturated soils = 113 pcf

H = depth of excavation

An appropriate factor of safety should be applied for the design of the braced excavations.

Lateral pressure distributions determined in accordance with the above do not take hydrostatic pressures or surcharge loads into account. To the extent that such pressures and forces may act on the walls, they should be included in the design.

Construction equipment and excavated fill should be kept a minimum distance of 5 feet from the edge of the braced or shored excavation. Backfill material placed adjacent to (maintaining a minimum 5-foot horizontal clearance) the braced or shored excavation should have a minimum slope of 2.0H:1.0V, or flatter if required by site specific conditions and/or to meet OSHA requirements.

Means and methods of excavation and bracing should be the responsibility of the Contractor; however, excavation and/or bracing should at a minimum adhere to the requirements of the Occupational Safety Health Administration (OSHA).

Lateral Earth Pressures

Lateral loads acting on the embedded structures will include at-rest earth pressures as well as hydrostatic pressures and surcharge loads. The lateral earth pressure will be a function of both the depth below ground surface and the soil unit weight (submerged or moist) plus hydrostatic pressure (if applicable). The following equations can be used to determine the lateral at-rest earth pressure:

$$\sigma_h = K_o \gamma_m h \text{ (above groundwater table)}$$

$$\sigma_h = K_o [\gamma_m h_w + \gamma_b (h - h_w)] \text{ (below groundwater table)}$$

Where:

$$\sigma_h = \text{lateral earth pressure (psf)}$$



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- K_o = coefficient of at rest earth pressure (0.5) (this value assumes that the backfill is lightly compacted yet not overcompacted)
- γ_m = effective moist unit weight of soil = 105 pcf for compacted moist soil above the water table.
- γ_b = buoyant unit weight of soil = 50.6 pcf for compacted saturated soil below the water table.
- h = vertical depth (feet) below grade at which lateral earth pressure is determined
- h_w = vertical depth (feet) below grade to groundwater table

For design, an appropriate factor of safety should be applied to the lateral earth pressure calculated using the above equation. Lateral pressure distributions determined in accordance with the above do not include hydrostatic pressures or surcharge loads. Where applicable, they should be incorporated in the design.

Excavation Backfill

Backfill placed adjacent to the structure walls (if necessary) should consist of granular soils that are free draining and relatively free of fines. The backfill within 5 feet of the structure walls should be placed in thin lifts and compacted with hand-held compactors to between 95 and 100 percent of the modified Proctor (ASTM D-1557) maximum dry density value. Over-compaction of the backfill should be avoided since it could cause excessively large earth pressures to develop against the walls. Heavy equipment should be kept at least 5 feet away from the wall.

Pavement Design

The existing pavement section of Gulf Shore Boulevard on average consists of 2 inches of Type S asphalt in good condition (layer coefficient = 0.34) and 8 inches of Limerock base in good condition (layer coefficient = 0.18). The subgrade was observed to be a fine sand with an estimated LBR value = 30 (layer coefficient 0.06). Therefore, existing structural number, $SN_E = 2.50$ (after 1-inch of asphalt milling). We believe that the 18-kip ESAL's 20 year period is 300,000 to 3,500,000 (Traffic Level B) requiring a minimum structural course of 2 inches and a minimum base group of 6 (8-inch Limerock) bearing on 12-inches of stabilized subgrade (LBR 40). Required structural number $SN_R = 3.28$. The structural number of the structural layers needed in the overlay $SN_o = 0.78$.

Existing Gulf Shore Boulevard was observed to be in good condition; however, we recommend that the existing road be milled approximately 1-inch before any overlay, which will then require approximately seven inches of asphalt to achieve final grade. We recommend that all overlay layers be Type SP Asphaltic Concrete except that the final lift should be 1 ½ to 2 inches of friction course FC-12.5. The paving contractor will determine the individual layer thickness for the asphalt structural courses observing the minimum and maximum allowable thickness ranges as stated below:



Proposed Naples Beach Restoration and Water Quality Improvement Project
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Type SP-9.5	1 to 1½ inches
Type SP-12.5	1½ to 2½ inches
Type SP-19.0	2 to 4 inches

For example, the first layer could be 2½" SP-12.5, the second layer 2½" SP-12.5 and the final layer 2" FC-12.5. Resulting additional structural number = 3.08.

For the pavement widening of both sides of Gulf Shore Boulevard, either two feet or four feet, we recommend removing the existing curb and gutter as well as any pipes and structures scheduled to be removed. The resulting excavation and backfilling procedures should be in accordance with FDOT Standard Plans Index 120-001 and 120-002 and FDOT Standard Specifications for Road and Bridge Construction (SSRBC). To provide a firm bearing surface for placement of the asphalt overlay, we recommend the use of 6 inches of granular subbase meeting the requirements of Section 290-2 and 290-3 (Limerock, Shell-Rock, etc.) of the FDOT SSRBC. The subbase in the widening sections should be flush with the milled surface of Gulf Shore Boulevard and compacted to 98 percent of modified Proctor maximum dry density (AASHTO-T180). The widening sections will be paved as overlay. The resulting structural number is at least 4.0 which exceeds the SN_R of 3.28.

QUALITY CONTROL

We recommend establishing a comprehensive quality control program to verify that all excavation, "demucking", bedding, and backfilling are conducted in accordance with the appropriate plans and specifications. Materials testing and inspection services should be provided by Ardaman & Associates, Inc.

In-situ density tests should be conducted during bedding and backfilling activities to verify that the required densities are achieved. Backfill for the proposed pipeline should be tested at a minimum frequency of one in-place density test for each lift for each 200 linear feet of pipe. Additional tests should be performed beneath foundations and in backfill for the proposed manhole structures and pump station. In-situ density values should be compared to laboratory Proctor moisture-density results for each different natural and fill soils encountered.

CLOSURE

The analyses and recommendations submitted herein are based on the data obtained from the soil borings performed at the approximate locations indicated on Figure 2. This report does not reflect any variations which may occur adjacent to or between borings. The nature and extent of the variations between the boring may not become evident until during construction. If variations then appear evident, it will be necessary to re-evaluate the recommendations presented in this report after performing on-site observations during the construction period and noting the characteristics of the variations.

Proposed Naples Beach Restoration and Water Quality Improvement Project
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When the final design and specifications are completed, we would like the opportunity to review them to determine whether changes in the original concept may have affected the validity of our recommendations and whether these recommendations have been implemented in the design and specifications.

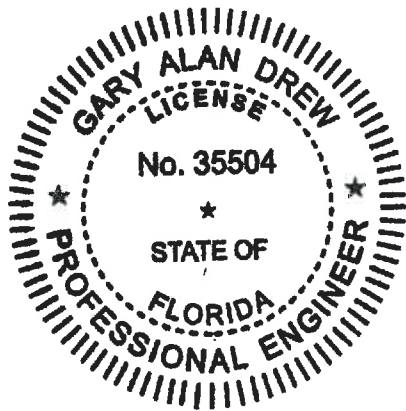
While the borings are representative of subsurface conditions at their respective locations and for their respective vertical reaches, local variations characteristic of the subsurface materials of the region are anticipated and may be encountered. The boring logs and related information are based on the driller's logs and visual examination of selected sample in the laboratory. The delineation between soil types shown on the logs is approximate and the description represents our interpretation of subsurface conditions at the designated boring locations and on the particular date drilled.

If you have any questions about this report, please contact this office.

Very truly yours,

Ardaman & Associates, Inc.
Florida Certificate of Authorization No. 00005950

Ethan H. Drew, E.I.
Project Engineer



This document has been digitally signed and sealed by

on the date adjacent to the seal.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

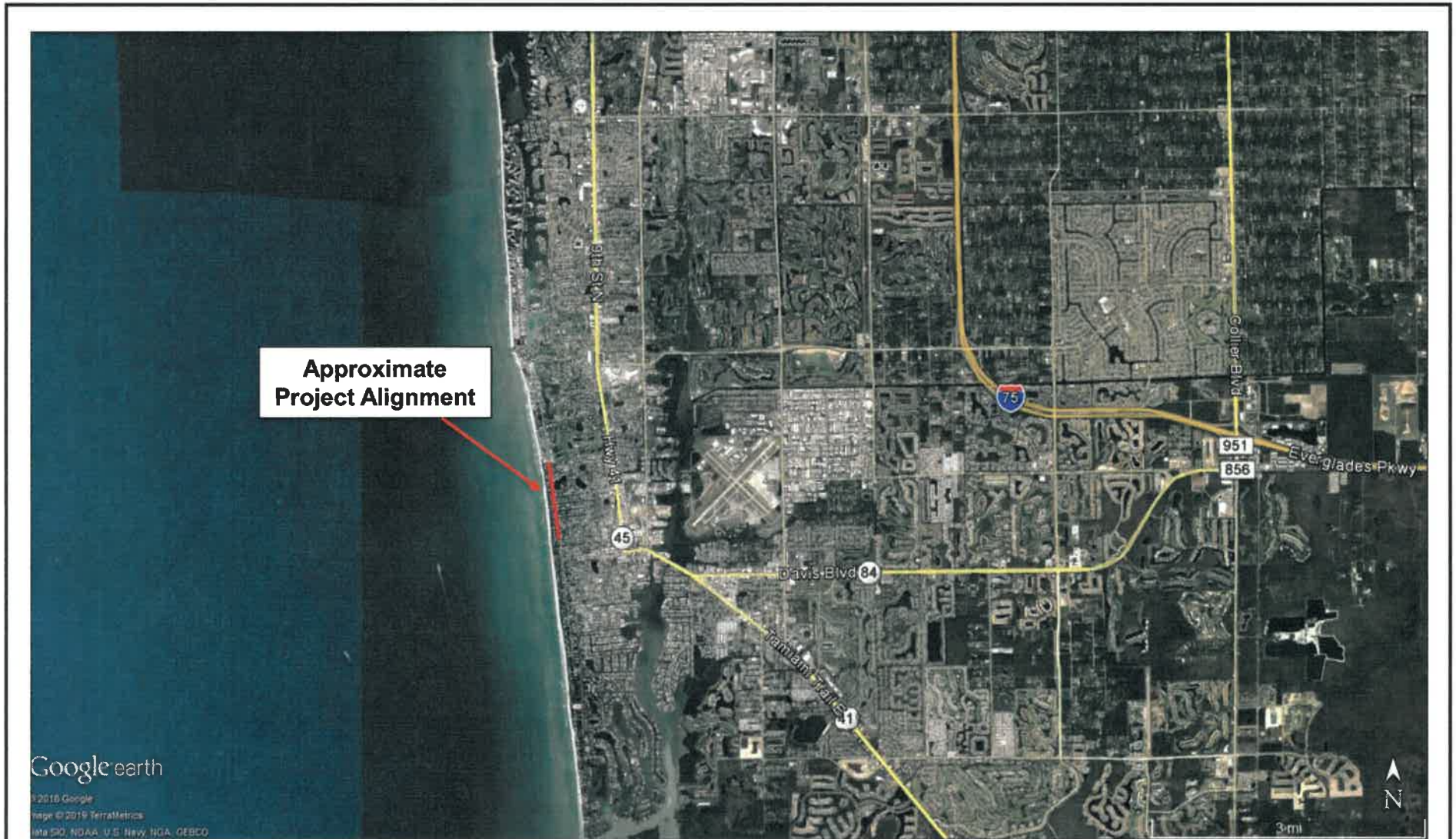
Gary A. Drew, P.E. No. 35504
Vice President/Branch Manager

EHD/GAD

ATTACHMENTS

- **SITE LOCATION MAP (FIGURE 1)**
- **BORING LOCATION PLAN (FIGURE 2)**
- **BORING LOGS – B-1 THROUGH B-11**

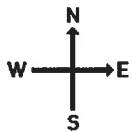




Google earth
 © 2018 Google
 Image © 2019 TerraMetrics
 WGS 84, NAD83, U.S. NAVD, NGA, GEBCO

FIGURE 1
SITE LOCATION MAP

SOURCE: GOOGLE EARTH PRO®



Ardaman & Associates, Inc.
 Geotechnical, Environmental
 and Materials Consultants

Proposed Naples Beach Restoration &
 Water Quality Improvement Project
 Naples, Collier County, Florida

Drawn By: ED	Checked By: GD	Date: 3/1/19
File No.: 19-33-4545	Approved By: Gary Drew, P.E.	Figure No: 1



⊕ = 10' SPT Boring

⊕ = 20' SPT Boring

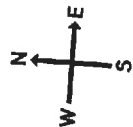


FIGURE 2 BORING LOCATION PLAN

SOURCE: GOOGLE EARTH PRO®

 **Ardaman & Associates, Inc.**
Geotechnical, Environmental
and Materials Consultants

Proposed Naples Beach Restoration &
Water Quality Improvement Project
Naples, Collier County, Florida

Drawn By: ED	Checked By: GD	Date: 8/2/19
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File No.: 19-33-4545	Approved By: Gary Drew, P.E.	Figure No: 2
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BORING LOCATION: SEE BORING LOCATION PLAN
NORTHING: 663127.5 **EASTING:** 391071.3
DATE DRILLED: 7/17/2019 **START:** **FINISH:**
GROUND SURFACE ELEVATION: 4.12 ft (NAVD88) **TIME:**
WATER TABLE DEPTH (ft): 1.5 **DATE:** 7/17/2019

CLIENT: ERICKSON CONSULTING ENGINEERS, INC.
PROJECT: PROPOSED NAPLES BEACH RESTORATION & WATER QUALITY IMPROVEMENT PROJECT
LOCATION: NAPLES, COLLIER COUNTY, FLORIDA
DRILL CREW: LOCKLEY / CENTENO **LOGGED BY:** E. DREW

DRILL MAKE & MODEL: CME-55 W/ AUTO **BIT:** 3-7/8" DIA. TRICONE ROLLER **DRILLING RODS:** NW
DRILLING METHOD: ROTARY WASH WITH DRILLING FLUID **WEATHER CONDITIONS:** SUNNY

DEPTH, FT.	BLOWS	SPT N-VALUE	SAMPLE NO.	GRAPHIC LOG	USCS	SOIL DESCRIPTION	REMARKS	% WATER CONTENT	PERCENT FINES	% ORGANIC CONTENT	LIQUID LIMIT	PLAST. INDEX
0	CUT- 26- 10	36	1			Asphaltic Concrete and Limerock Base						
6- 7- 9	16	2		SP	Poorly Graded Sand - Gray to grayish brown fine sand.							
6- 6- 6	12	3										
5	6- 6- 7	13	4					22	3.4			
7- 9- 10	19	5		SP-SM	Poorly Graded Sand with Silt - Dark brown slightly silty fine sand.							
7- 10- 10	20	6										
10	7- 5- 5	10	7		SP	Poorly Graded Sand - Grayish brown fine sand.						
						TERMINATED AT 10.5'						
15												
20												
25												
30												
35												

BORING LOCATION: SEE BORING LOCATION PLAN
NORTHING: 662632.1 **EASTING:** 391156.8
DATE DRILLED: 7/17/2019 **START:** **FINISH:**
GROUND SURFACE ELEVATION: 3.98 ft (NAVD88) **TIME:**
WATER TABLE DEPTH (ft): 1.0 **DATE:** 7/17/2019

CLIENT: ERICKSON CONSULTING ENGINEERS, INC.
PROJECT: PROPOSED NAPLES BEACH RESTORATION & WATER QUALITY IMPROVEMENT PROJECT
LOCATION: NAPLES, COLLIER COUNTY, FLORIDA
DRILL CREW: LOCKLEY / CENTENO **LOGGED BY:** E. DREW

DRILL MAKE & MODEL: CME-55 W/ AUTO **BIT:** 3-7/8" DIA. TRICONE ROLLER **DRILLING RODS:** NW
DRILLING METHOD: ROTARY WASH WITH DRILLING FLUID **WEATHER CONDITIONS:** SUNNY

DEPTH, FT.	BLOWS	SPT N-VALUE	SAMPLE NO.	GRAPHIC LOG	USCS	SOIL DESCRIPTION	REMARKS	% WATER CONTENT	PERCENT FINES	% ORGANIC CONTENT	LIQUID LIMIT	PLAST. INDEX
0	CUT- 14- 7	21	1			Asphaltic Concrete and Limerock Base						
5- 5- 4	9	2		SP-SM	Poorly Graded Sand with Silt - Gray slightly silty fine sand, trace gravel (shell and limerock fragments).							
4- 6- 7	13	3		SP-SM	Poorly Graded Sand with Silt - Gray slightly silty fine sand.							
5 6- 7- 8	15	4		SP	Poorly Graded Sand - Light brown to dark brown fine sand.							
7- 8- 8	16	5					23		2.4			
8- 10- 8	18	6		SP-SM	Poorly Graded Sand with Silt - Grayish brown slightly silty fine sand.							
10 7- 8- 10	18	7										
						TERMINATED AT 10.5'						

BORING LOCATION: SEE BORING LOCATION PLAN
NORTHING: 662137.0 **EASTING:** 391229.6
DATE DRILLED: 7/16/2019 **START:** **FINISH:**
GROUND SURFACE ELEVATION: 3.86 ft (NAVD88) **TIME:**
WATER TABLE DEPTH (ft): 2.5 **DATE:** 7/16/2019

CLIENT: ERICKSON CONSULTING ENGINEERS, INC.
PROJECT: PROPOSED NAPLES BEACH RESTORATION & WATER QUALITY IMPROVEMENT PROJECT
LOCATION: NAPLES, COLLIER COUNTY, FLORIDA
DRILL CREW: LOCKLEY / CENTENO **LOGGED BY:** E. DREW

DRILL MAKE & MODEL: CME-55 W/ AUTO **BIT:** 3-7/8" DIA. TRICONE ROLLER **DRILLING RODS:** NW
DRILLING METHOD: ROTARY WASH WITH DRILLING FLUID **WEATHER CONDITIONS:** SUNNY

DEPTH, FT.	BLOWS	SPT N-VALUE	SAMPLE NO.	GRAPHIC LOG	USCS	SOIL DESCRIPTION	REMARKS	% WATER CONTENT	PERCENT FINES	% ORGANIC CONTENT	LIQUID LIMIT	PLAST. INDEX
0	CUT- 20- 5	25	1			Asphaltic Concrete and Limerock Base						
2- 4- 5	9	2	2		SP-SM	Poorly Graded Sand with Silt - Gray slightly silty fine sand.						
7- 8- 9	17	3	3		SP	Poorly Graded Sand - Grayish brown fine sand.						
5	8- 9- 9	18	4									
9- 10- 10	20	5	5		SP-SM	Poorly Graded Sand with Silt - Grayish brown slightly silty fine sand.						
10- 9- 7	16	6	6									
10	7- 9- 8	17	7									
						TERMINATED AT 10.5'						
15												
20												
25												
30												
35												

BORING LOCATION: SEE BORING LOCATION PLAN
NORTHING: 661640.6 **EASTING:** 391289.8
DATE DRILLED: 7/16/2019 **START:** **FINISH:**
GROUND SURFACE ELEVATION: 4.04 ft (NAVD88) **TIME:**
WATER TABLE DEPTH (ft): 3.0 **DATE:** 7/16/2019

CLIENT: ERICKSON CONSULTING ENGINEERS, INC.
PROJECT: PROPOSED NAPLES BEACH RESTORATION & WATER QUALITY IMPROVEMENT PROJECT
LOCATION: NAPLES, COLLIER COUNTY, FLORIDA
DRILL CREW: LOCKLEY / CENTENO **LOGGED BY:** E. DREW

DRILL MAKE & MODEL: CME-55 W/ AUTO **BIT:** 3-7/8" DIA. TRICONE ROLLER **DRILLING RODS:** NW
DRILLING METHOD: ROTARY WASH WITH DRILLING FLUID **WEATHER CONDITIONS:** SUNNY

DEPTH, FT.	BLOWS	SPT N-VALUE	SAMPLE NO.	GRAPHIC LOG	USCS	SOIL DESCRIPTION	REMARKS	% WATER CONTENT	PERCENT FINES	% ORGANIC CONTENT	LIQUID LIMIT	PLAST. INDEX
0	CUT- 17- 9	26	1			Asphaltic Concrete and Limerock Base						
	5- 6- 7	13	2		SP-SM	Poorly Graded Sand with Silt - Dark brown slightly silty fine sand.		21	11	1.2		
	6- 6- 9	15	3		SP	Poorly Graded Sand - Light gray fine sand.						
5	9- 9- 10	19	4		SP-SM	Poorly Graded Sand with Silt - Grayish brown to dark brown to brown slightly silty fine sand.						
	10- 10- 10	20	5									
	10- 8- 9	17	6									
10	8- 11- 12	23	7									
15	6- 6- 5	11	8									
20	1- 0- 0	0	9									
						TERMINATED AT 20.5'						
25												
30												
35												

BORING LOCATION: SEE BORING LOCATION PLAN NORTHING: 661143.8 EASTING: 391351.0 DATE DRILLED: 7/16/2019 START: FINISH: GROUND SURFACE ELEVATION: 3.62 ft (NAVD88) TIME: WATER TABLE DEPTH (ft): 3.0 DATE: 7/16/2019	CLIENT: ERICKSON CONSULTING ENGINEERS, INC. PROJECT: PROPOSED NAPLES BEACH RESTORATION & WATER QUALITY IMPROVEMENT PROJECT LOCATION: NAPLES, COLLIER COUNTY, FLORIDA DRILL CREW: LOCKLEY / CENTENO LOGGED BY: E. DREW
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DRILL MAKE & MODEL: CME-55 W/ AUTO **BIT:** 3-7/8" DIA. TRICONE ROLLER **DRILLING RODS:** NW
DRILLING METHOD: ROTARY WASH WITH DRILLING FLUID **WEATHER CONDITIONS:** SUNNY

DEPTH, FT.	BLOWS	SPT N-VALUE	SAMPLE NO.	GRAPHIC LOG	USCS	SOIL DESCRIPTION	REMARKS	% WATER CONTENT	PERCENT FINES	% ORGANIC CONTENT	LIQUID LIMIT	PLAST. INDEX
0	CUT- 18- 8	26	1			Asphaltic Concrete and Limerock Base						
2	2- 2- 4	6	2		SM	Silty Sand - Dark brown silty fine sand.		33	20	2.4		
3	3- 4- 4	8	3		SP-SM	Poorly Graded Sand with Silt - Grayish brown to dark brown to brown slightly silty fine sand.						
5	2- 3- 4	7	4									
4	4- 4- 5	9	5									
4	4- 4- 5	9	6									
10	3- 4- 4	8	7									
						TERMINATED AT 10.5'						
15												
20												
25												
30												
35												

BORING LOCATION: SEE BORING LOCATION PLAN
NORTHING: 660771.4 **EASTING:** 391239.5
DATE DRILLED: 7/17/2019 **START:** **FINISH:**
GROUND SURFACE ELEVATION: 4.29 ft (NAVD88) **TIME:**
WATER TABLE DEPTH (ft): 3.5 **DATE:** 7/17/2019

CLIENT: ERICKSON CONSULTING ENGINEERS, INC.
PROJECT: PROPOSED NAPLES BEACH RESTORATION & WATER QUALITY IMPROVEMENT PROJECT
LOCATION: NAPLES, COLLIER COUNTY, FLORIDA
DRILL CREW: LOCKLEY / CENTENO **LOGGED BY:** E. DREW

DRILL MAKE & MODEL: CME-55 W/ AUTO **BIT:** 3-7/8" DIA. TRICONE ROLLER **DRILLING RODS:** NW
DRILLING METHOD: ROTARY WASH WITH DRILLING FLUID **WEATHER CONDITIONS:** SUNNY

DEPTH, FT.	BLOWS	SPT N-VALUE	SAMPLE NO.	GRAPHIC LOG	USCS	SOIL DESCRIPTION	REMARKS	% WATER CONTENT	PERCENT FINES	% ORGANIC CONTENT	LIQUID LIMIT	PLAST. INDEX
0	CUT- 11-9	20	1			Asphaltic Concrete and Limerock Base						
	6-6-5	11	2		SP	Poorly Graded Sand - Light brown fine sand.						
	2-1-1	2	3		SP-SM	Poorly Graded Sand with Silt - Brown slightly silty fine sand.		29		1.6		
5	1-0-1	1	4		SP-SM	Poorly Graded Sand with Silt - Brown slightly silty fine sand.						
	7-5-5	10	5		SP	Poorly Graded Sand - Light brown to light gray fine sand.						
	8-8-10	18	6									
10	6-6-5	11	7									
					SP-SM	Poorly Graded Sand with Silt - Brown slightly silty fine sand.						
15	4-4-4	8	8		SP-SM	Poorly Graded Sand with Silt - Brown slightly silty fine sand.						
					SM	Silty Sand - Brown silty fine sand.						
20	4-5-6	11	9		SM	Silty Sand - Brown silty fine sand.		24	16	0.2		
						TERMINATED AT 20.5'						
25												
30												
35												

BORING LOCATION: SEE BORING LOCATION PLAN
NORTHING: 660802.7 **EASTING:** 391414.3
DATE DRILLED: 7/15/2019 **START:** **FINISH:**
GROUND SURFACE ELEVATION: 3.47 ft (NAVD88) **TIME:**
WATER TABLE DEPTH (ft): 4.0 **DATE:** 7/15/2019

CLIENT: ERICKSON CONSULTING ENGINEERS, INC.
PROJECT: PROPOSED NAPLES BEACH RESTORATION & WATER QUALITY IMPROVEMENT PROJECT
LOCATION: NAPLES, COLLIER COUNTY, FLORIDA
DRILL CREW: LOCKLEY / CENTENO **LOGGED BY:** E. DREW

DRILL MAKE & MODEL: CME-55 W/ AUTO **BIT:** 3-7/8" DIA. TRICONE ROLLER **DRILLING RODS:** NW
DRILLING METHOD: ROTARY WASH WITH DRILLING FLUID **WEATHER CONDITIONS:** SUNNY

DEPTH, FT.	BLOWS	SPT N-VALUE	SAMPLE NO.	GRAPHIC LOG	USCS	SOIL DESCRIPTION	REMARKS	% WATER CONTENT	PERCENT FINES	% ORGANIC CONTENT	LIQUID LIMIT	PLAST. INDEX
0	CUT- 13- 11	24	1			Asphalitic Concrete and Limerock Base						
	6- 4- 4	8	2		SP-SM	Poorly Graded Sand with Silt - Dark brown slightly organic slightly silty fine sand.						
	4- 5- 7	12	3		SM	Silty Sand with Organic Fines - Dark brown organic slightly silty fine sand.		42	14	11		
5	6- 8- 8	16	4			Wood with dark brown slightly silty fine sand.						
	9- 11- 13	24	5		SP-SM	Poorly Graded Sand with Silt - Dark brown to gray to light gray slightly silty fine sand.						
	10- 10- 12	22	6									
10	10- 9- 9	18	7									
15	2- 2- 3	5	8									
20	1- 0- 0	0	9					24	9.4			
						TERMINATED AT 20.5'						
25												
30												
35												

BORING LOCATION: SEE BORING LOCATION PLAN
NORTHING: 660148.4 **EASTING:** 391472.1
DATE DRILLED: 7/15/2019 **START:** **FINISH:**
GROUND SURFACE ELEVATION: 3.90 ft (NAVD88) **TIME:**
WATER TABLE DEPTH (ft): 4.0 **DATE:** 7/15/2019

CLIENT: ERICKSON CONSULTING ENGINEERS, INC.
PROJECT: PROPOSED NAPLES BEACH RESTORATION & WATER QUALITY IMPROVEMENT PROJECT
LOCATION: NAPLES, COLLIER COUNTY, FLORIDA
DRILL CREW: LOCKLEY / CENTENO **LOGGED BY:** E. DREW

DRILL MAKE & MODEL: CME-55 W/ AUTO **BIT:** 3-7/8" DIA. TRICONE ROLLER **DRILLING RODS:** NW
DRILLING METHOD: ROTARY WASH WITH DRILLING FLUID **WEATHER CONDITIONS:** SUNNY

DEPTH, FT.	BLOWS	SPT N-VALUE	SAMPLE NO.	GRAPHIC LOG	USCS	SOIL DESCRIPTION	REMARKS	% WATER CONTENT	PERCENT FINES	% ORGANIC CONTENT	LIQUID LIMIT	PLAST. INDEX
0	CUT- 12-9	21	1			Asphaltic Concrete and Limerock Base						
	11-8-7	15	2		SP-SM	Poorly Graded Sand with Silt - Grayish brown slightly silty fine sand.						
	6-6-5	11	3									
5	6-7-7	14	4									
	5-6-7	13	5									
	6-6-7	13	6									
10	6-7-8	15	7		SP-SM	Poorly Graded Sand with Silt - Grayish brown to dark brown slightly silty fine sand, trace gravel (cemented sands).						
15	1-0-1	1	8									
20	1-0-0	0	9		SP-SM	Poorly Graded Sand with Silt - Brown slightly silty fine sand.						
						TERMINATED AT 20.5'						
25												
30												
35												

BORING LOCATION: SEE BORING LOCATION PLAN NORTHING: 659662.5 EASTING: 391531.9 DATE DRILLED: 7/16/2019 START: FINISH: GROUND SURFACE ELEVATION: 3.63 ft (NAVD88) TIME: WATER TABLE DEPTH (ft): 4.5 DATE: 7/16/2019	CLIENT: ERICKSON CONSULTING ENGINEERS, INC. PROJECT: PROPOSED NAPLES BEACH RESTORATION & WATER QUALITY IMPROVEMENT PROJECT LOCATION: NAPLES, COLLIER COUNTY, FLORIDA DRILL CREW: LOCKLEY / CENTENO LOGGED BY: E. DREW
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DRILL MAKE & MODEL: CME-55 W/ AUTO **BIT:** 3-7/8" DIA. TRICONE ROLLER **DRILLING RODS:** NW
DRILLING METHOD: ROTARY WASH WITH DRILLING FLUID **WEATHER CONDITIONS:** SUNNY

DEPTH, FT.	BLOWS	SPT N-VALUE	SAMPLE NO.	GRAPHIC LOG	USCS	SOIL DESCRIPTION	REMARKS	% WATER CONTENT	PERCENT FINES	% ORGANIC CONTENT	LIQUID LIMIT	PLAST. INDEX
0	CUT- 23- 14	37	1			Asphaltic Concrete and Limerock Base						
	7- 7- 10	17	2		SP	Poorly Graded Sand - Grayish brown to light brown fine sand.						
	7- 5- 5	10	3									
5	5- 5- 6	11	4									
	5- 7- 8	15	5									
	8- 12- 12	24	6		SP-SM	Poorly Graded Sand with Silt - Dark brown slightly silty fine sand.						
10	10- 13- 11	24	7		SP	Poorly Graded Sand - Dark brown fine sand.		24	3.1			
					SP-SM	Poorly Graded Sand with Silt - Brown slightly silty fine sand.						
15	1- 1- 0	1	8									
						Soft Weathered Limestone.						
20	1- 2- 3	5	9									
						TERMINATED AT 20.5'						
25												
30												
35												

BORING LOCATION: SEE BORING LOCATION PLAN
NORTHING: 659154.6 **EASTING:** 391594.6
DATE DRILLED: 7/15/2019 **START:** **FINISH:**
GROUND SURFACE ELEVATION: 4.15 ft (NAVD88) **TIME:**
WATER TABLE DEPTH (ft): 4.0 **DATE:** 7/15/2019

CLIENT: ERICKSON CONSULTING ENGINEERS, INC.
PROJECT: PROPOSED NAPLES BEACH RESTORATION & WATER QUALITY IMPROVEMENT PROJECT
LOCATION: NAPLES, COLLIER COUNTY, FLORIDA
DRILL CREW: LOCKLEY / CENTENO **LOGGED BY:** E. DREW

DRILL MAKE & MODEL: CME-55 W/ AUTO **BIT:** 3-7/8" DIA. TRICONE ROLLER **DRILLING RODS:** NW
DRILLING METHOD: ROTARY WASH WITH DRILLING FLUID **WEATHER CONDITIONS:** SUNNY

DEPTH, FT.	BLOWS	SPT N-VALUE	SAMPLE NO.	GRAPHIC LOG	USCS	SOIL DESCRIPTION	REMARKS	% WATER CONTENT	PERCENT FINES	% ORGANIC CONTENT	LIQUID LIMIT	PLAST. INDEX
0	CUT- 24- 16	40	1			Asphaltic Concrete and Limerock Base						
			2		SP-SM	Poorly Graded Sand with Silt - Gray slightly silty fine sand.						
	11- 10- 10	20	3		SP	Poorly Graded Sand - Light gray or light brown fine sand.						
	6- 8- 8	16	4									
5	7- 10- 10	20	5									
	9- 10- 10	20	6									
	10- 7- 7	14	7									
10	6- 5- 5	10	8		SP-SM	Poorly Graded Sand with Silt - Brown slightly silty fine sand.						
15	4- 5- 5	10	9									
20	3- 2- 2	4	10									
						TERMINATED AT 20.5'						
25												
30												
35												

BORING LOCATION: SEE BORING LOCATION PLAN
NORTHING: 658838.8 **EASTING:** 391633.5
DATE DRILLED: 7/15/2019 **START:** **FINISH:**
GROUND SURFACE ELEVATION: 3.65 ft (NAVD89) **TIME:**
WATER TABLE DEPTH (ft): 4.0 **DATE:** 7/15/2019

CLIENT: ERICKSON CONSULTING ENGINEERS, INC.
PROJECT: PROPOSED MAPLES BEACH RESTORATION & WATER QUALITY IMPROVEMENT PROJECT
LOCATION: MAPLES, COLLIER COUNTY, FLORIDA
DRILL CREW: LOCKLEY / CENTENO **LOGGED BY:** E. DREW

DRILL MAKE & MODEL: CME-55 W/AUTO **BIT:** 3-7/8" DIA. TRICONE ROLLER **DRILLING RODS:** NW
DRILLING METHOD: ROTARY WASH WITH DRILLING FLUID **WEATHER CONDITIONS:** SUNNY

DEPTH, FT.	BLOWS	SPT N-VALUE	SAMPLE NO.	GRAPHIC LOG	USCS	SOIL DESCRIPTION	REMARKS	% WATER CONTENT	PERCENT FINES	% ORGANIC CONTENT	LIQUID LIMIT	PLAST. INDEX
0	CUT- 15- 10	25	1			Asphaltic Concrete and Limerock Base						
	8- 7- 8	15	2		SP-SM	Poorly Graded Sand with Silt - Grayish brown slightly silty fine sand.						
	6- 8- 8	16	3		SP	Poorly Graded Sand - Grayish brown to light brown fine sand.		23	3.3			
	8- 8- 8	16	4									
	8- 9- 9	18	5									
	8- 7- 7	14	6		SP-SM	Poorly Graded Sand with Silt - Brown slightly silty fine sand.						
	6- 7- 8	15	7			TERMINATED AT 10.5'						
10												
15												
20												
25												
30												
35												



APPENDIX

- **SOIL BORING, SAMPLING AND TESTING METHODS
PROJECT SOIL DESCRIPTION PROCEDURE – UNIFIED**



SOIL BORING, SAMPLING AND TESTING METHODS

STANDARD PENETRATION TEST

The Standard Penetration Test (SPT) is a widely accepted method of in-situ testing of foundation soils (ASTM D-1586). A 2-foot (0.6 m) long, 2-inch (50 mm) O.D. split-barrel sampler attached to the end of a string of drilling rods is driven 18 inches (0.45 m) into the ground by successive blows of a 140-pound (63.5 Kg) hammer freely dropping 30 inches (0.76 m). The number of blows needed for each 6 inches (0.15 m) of penetration is recorded. The sum of the blows required for penetration of the second and third 6-inch (0.15 m) increments penetration constitutes the test result or N-value. After the test, the sampler is extracted from the ground and opened to allow visual description of the retained soil sample. The N-value has been empirically correlated with various soil properties allowing a conservative estimate of the behavior of soils under load. The following tables relate N-values to a qualitative description of soil density and, for cohesive soils, an approximate unconfined compressive strength (Qu):

Cohesionless Soils:		N-Value	N-Value	Description	Relative Density
	Safety Hammer	Auto Hammer			
	< 4	< 3		Very loose	0 - 15%
	4 - 10	3 - 8		Loose	15 - 35%
	10 - 30	8 - 24		Medium dense	35 - 65%
	30 - 50	24 - 40		Dense	65 - 85%
	> 50	> 40		Very dense	85 - 100%

Cohesive Soils:		N-Value	N-Value	Description	Unconfined Compressive Strength, Qu
	Safety Hammer	Auto Hammer			
	< 2	< 1		Very soft	< 0.25 tsf (25 kPa)
	2 - 4	1 - 3		Soft	0.25 - 0.50 tsf (25 - 50 kPa)
	4 - 8	3 - 6		Firm	0.50 - 1.0 tsf (50 - 100 kPa)
	8 - 15	6 - 12		Stiff	1.0 - 2.0 tsf (100 - 200 kPa)
	15 - 30	12 - 24		Very stiff	2.0 - 4.0 tsf (200 - 400 kPa)
	> 30	> 24		Hard	> 4.0 tsf (400 kPa)

The tests are usually performed at 5-foot (1.5 m) intervals. However, more frequent or continuous testing is done by our firm through depths where a more accurate definition of the soils is required. The test holes are advanced to the test elevations by rotary drilling with a cutting bit, using circulating fluid to remove the cuttings and hold the fine grains in suspension. The circulating fluid, which is bentonitic drilling mud, is also used to keep the hole open below the water table by maintaining an excess hydrostatic pressure inside the hole. In some soil deposits, particularly highly pervious ones, flush-coupled casing must be driven to just above the testing depth to keep the hole open and/or prevent the loss of circulating fluid. After completion of a test boring, the hole is kept open until a steady state groundwater level is recorded. The hole is then sealed by backfilling with neat cement.

Representative split-spoon samples from each sampling interval and from different strata are brought to our laboratory in air-tight jars for classification and testing, if necessary. Afterwards, the samples are discarded unless prior arrangements have been made.

POWER AUGER BORINGS

Auger borings are used when a relatively large, continuous sampling of soil strata close to the ground surface is desired. A 4-inch (100 mm) diameter, continuous flight, helical auger with a cutting head at its end is screwed into the ground in 5-foot (1.5 m) sections. It is powered by the rotary drill rig. The sample is recovered by withdrawing the auger out of the ground without rotating it. The soil sample so obtained, is described and representative samples put in bags or jars and returned to the laboratory for classification and testing, if necessary.

HAND AUGER BORINGS

Hand auger borings are used, if soil conditions are favorable, when the soil strata are to be determined within a shallow (approximately 5-foot [1.5 m]) depth or when access is not available to power drilling equipment. A 3-inch (75 mm) diameter hand bucket auger with a cutting head is simultaneously turned and pressed into the ground. The bucket auger is retrieved at approximately 6-inch (0.15 m) intervals and its contents emptied for inspection. Sometimes post-hole diggers are used, especially in the upper 3 feet (1 m) or so. The soil sample obtained is described and representative samples put in bags or jars and transported to the laboratory for classification and testing, if necessary.

UNDISTURBED SAMPLING

Undisturbed sampling implies the recovery of soil samples in a state as close to their natural condition as possible. Complete preservation of in-situ conditions cannot be realized; however, with careful handling and proper sampling techniques, disturbance during sampling can be minimized for most geotechnical engineering purposes. Testing of undisturbed samples gives a more accurate estimate of in-situ behavior than is possible with disturbed samples.

Normally, we obtain undisturbed samples by pushing a 2.875-inch (73 mm) I.D., thin wall seamless steel tube 24 inches (0.6 m) into the soil with a single stroke of a hydraulic ram. The sampler, which is a Shelby tube, is 30 (0.8 m) inches long. After the sampler is retrieved, the ends are sealed in the field and it is transported to our laboratory for visual description and testing, as needed. Undisturbed sampling is noted on the boring logs as thus "U-".

LABORATORY TEST METHODS

Soil samples returned to our laboratory are looked at again by a geotechnical engineer or geotechnician to obtain more accurate descriptions of the soil strata. Laboratory testing is performed on selected samples as deemed necessary to aid in soil classification and to help define engineering properties of the soils. The test results are presented on the soil boring logs at the depths at which the respective sample was recovered, except that grain-size distributions or selected other test results may be presented on separate tables, figures or plates as discussed in this report, the results of which will be located in an Appendix. The soil descriptions shown on the logs are based upon visual-manual procedures in accordance with local practice. Soil classification is in general accordance with the Unified Soil Classification System (ASTM D-2487) and is also based on visual-manual procedures. Following is a list of abbreviations that may appear in the Remarks column on the boring logs indicating additional laboratory testing was performed, the results of which will usually be located in an Appendix.

- DD:** Unit Weight/Classification of Undisturbed "Shelby Tube" samples
- PP:** Pocket Penetrometer reading on cohesive samples in tons per sq. ft. (tsf)
- k:** Hydraulic Conductivity
- Qu:** Unconfined Compression Strength; ASTM D-2166
- UU:** Unconsolidated-Undrained Triaxial Test; ASTM D 2850
- Consol:** One-Dimensional Consolidation test performed on subsample from undisturbed sample; ASTM D-2435

THE PROJECT SOIL DESCRIPTION PROCEDURE FOR SOUTHWEST FLORIDA⁽¹⁾
For use with the ASTM D 2487 Unified Soil Classification System
CLASSIFICATION OF SOILS FOR ENGINEERING PURPOSES

BOULDERS (>12" [300 mm]) and COBBLES (3" [75 mm] TO 12" [300 mm]):

GRAVEL: Coarse Gravel: 3/4" (19 mm) to 3" (75 mm)
 Fine Gravel: No. 4 (4.75 mm) Sieve to 3/4" (19 mm)

Descriptive adjectives:

0 – 5% --- no mention of gravel in description
 5 – 15% --- trace
 15 – 29% --- some
 30 – 49% --- gravelly (shell, limerock, cemented sands)

SANDS

COARSE SAND: No. 10 (2 mm) Sieve to No. 4 (4.75 mm) Sieve
MEDIUM SAND: No. 40 (425 μm) Sieve to No. 10 (2 mm) Sieve
FINE SAND: No. 200 (75 μm) Sieve to No. 40 (425 μm) Sieve

Descriptive adjectives:

0 – 5% --- no mention of sand in description
 5 – 15% --- trace
 15 – 29% --- some
 30 – 49% --- sandy

SILT/CLAY: < #200 (75 μm) sieve

SILTY OR SILT: PI < 4
SILTY CLAYEY OR SILTY CLAY: 4 ≤ PI ≤ 7
CLAYEY OR CLAY: PI > 7

Descriptive adjectives:

0 – 5% --- clean (no mention of silt or clay in description)
 5 – 12% to 15% --- slightly
 16 – 35% --- clayey, silty, or silty clayey
 36 – 49% --- very

ORGANIC SOILS

<u>Organic Content</u>	<u>Descriptive adjectives</u>	<u>Classification</u>
0 – 2.5%	no mention of organics in description	See above
2.6 – 5%	slightly organic	See above
5 – 20%	organic	Add "with organic fines" to group name

**THE PROJECT SOIL DESCRIPTION PROCEDURE FOR SOUTHWEST FLORIDA⁽¹⁾
 For use with the ASTM D 2487 Unified Soil Classification System
 CLASSIFICATION OF SOILS FOR ENGINEERING PURPOSES**

HIGHLY ORGANIC SOILS AND MATTER

<u>Organic Content</u>	<u>Description</u>	<u>Classification</u>
20-75%	highly organic sand or muck sandy peat	Peat (PT) Peat (PT)
>75%	amorphous or fibrous peat	Peat (PT)

STRATIFICATION AND STRUCTURE

<u>Descriptive Term</u>	<u>Thickness</u>
with interbedded	
seam:	less than 1/2-inch (13 mm) thick
layer:	1/2 to 12-inches (13 to 300 mm) thick
stratum:	more than 12-inches (300 mm) thick
pocket:	small, erratic deposit, usually less than 1-foot
occasional:	one or less per foot of thickness
frequent:	more than one per foot of thickness
calcareous:	containing calcium carbonate (reaction to diluted HCL)
hardpan:	spodic horizon usually medium dense
marl:	mixture of carbonate clays, silts, shells and sands.

ROCK CLASSIFICATION

Description

- Hard Limestone or Caprock – N-values >50 bpf
- Soft Weathered Limestone – N values <50 bpf

(1) This soil description procedure was developed specifically for projects in southwest Florida because it is believed that the terminology will be better understood as a result of local practice. It is not intended to supplant other visual-manual classification procedures for description and identification of soils such as ASTM D 2488. BY: G.A. DREW, P.E. (1995) (Revised 2016).

UNIFIED SOIL CLASSIFICATION SYSTEM (ASTM D2487)

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests ^A				Soil Classification		
				Group Symbol	Group Name ^B	
Coarse Grained Soils: More than 50% retained on No. 200 sieve	Gravels: More than 50% of coarse fraction retained on No. 4 sieve	Clean Gravels: Less than 5% fines ^C	$Cu \geq 4$ and $1 \leq Cc \leq 3$ ^E	GW	Well-graded gravel ^F	
		Gravels with Fines: More than 12% fines ^C	Fines classify as ML or MH	GP	Poorly graded gravel ^F	
			Fines classify as CL or CH	GM	Silty gravel ^{F,G,H}	
	Sands: 50% or more of coarse fraction passes No. 4 sieve	Clean Sands: Less than 5% fines ^D	$Cu \geq 6$ and $1 \leq Cc \leq 3$ ^E	SW	Well-graded sand ^I	
		Sands with Fines: More than 12% fines ^D	Fines classify as ML or MH	SP	Poorly graded sand ^I	
			Fines classify as CL or CH	SM	Silty sand ^{G,H}	
Fine-Grained Soils: 50% or more passes the No. 200 sieve	Silts and Clays: Liquid limit less than 50	Inorganic:	$PI > 7$ and plots on or above "A" line ^J	CL	Lean clay ^{K,L,M}	
		Organic:	$PI < 4$ or plots below "A" line ^J	ML	Silt ^{K,L,M}	
	Silts and Clays: Liquid limit 50 or more	Inorganic:	Liquid limit - oven dried	< 0.75	OL	Organic clay ^{K,L,M,N}
			Liquid limit - not dried	< 0.75	OH	Organic silt ^{K,L,M,O}
		Organic:	PI plots on or above "A" line	< 0.75	CH	Fat clay ^{K,L,M}
			PI plots below "A" line	< 0.75	MH	Elastic Silt ^{K,L,M}
Highly organic soils: Primarily organic matter, dark in color, and organic odor				PT	Peat	

^A Based on the material passing the 3-in. (75-mm) sieve

^B If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.

^C Gravels with 5 to 12% fines require dual symbols: GW-GM well-graded gravel with silt, GW-GC well-graded gravel with clay, GP-GM poorly graded gravel with silt, GP-GC poorly graded gravel with clay.

^D Sands with 5 to 12% fines require dual symbols: SW-SM well-graded sand with silt, SW-SC well-graded sand with clay, SP-SM poorly graded sand with silt, SP-SC poorly graded sand with clay

^E $Cu = D_{60}/D_{10}$ $Cc = \frac{(D_{30})^2}{D_{10} \times D_{90}}$

^F If soil contains $\geq 15\%$ sand, add "with sand" to group name.

^G If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

^H If fines are organic, add "with organic fines" to group name.

^I If soil contains $\geq 15\%$ gravel, add "with gravel" to group name.

^J If Atterberg limits plot in shaded area, soil is a CL-ML, silty clay.

^K If soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel," whichever is predominant.

^L If soil contains $\geq 30\%$ plus No. 200 predominantly sand, add "sandy" to group name.

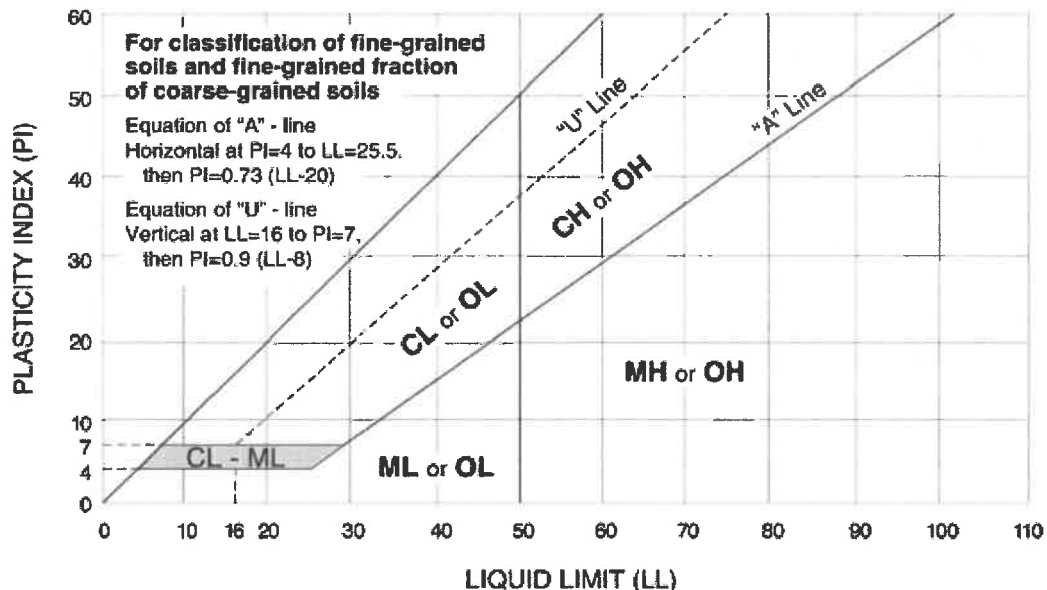
^M If soil contains $\geq 30\%$ plus No. 200, predominantly gravel, add "gravelly" to group name.

^N $PI \geq 4$ and plots on or above "A" line.

^O $PI < 4$ or plots below "A" line.

^P PI plots on or above "A" line.

^Q PI plots below "A" line.



REVISED SCHEDULE OF VALUES

SCHEDULE OF VALUE
RFP 22-002
Directional Drill Services - Naples Beach Restoration & Water Quality Improvement Project - RFP

Item No.	Description of Item	Unit	Quantity	Unit Cost	Total
1	MOBILIZATION/DEMOBILIZATION AND GENERAL CONSTRUCTION OPERATIONS				
1.1	MOBILIZATION/DEMOBILIZATION	LS	1	\$ 181,762.00	\$ 181,762.00
1.2	SURVEYING, LAYOUT AND AS-BUILT DRAWINGS	LS	1	\$ 11,587.00	\$ 11,587.00
1.3	MAINTENANCE OF TRAFFIC	LS	1	\$ 12,190.00	\$ 12,190.00
1.4	INLET PROTECTION SYSTEM	EA	4	\$ 500.00	\$ 2,000.00
1.5	ENVIRONMENTAL COMPLIANCE, TURBIDITY CONTROL AND TESTING	LS	1	\$ 17,575.00	\$ 17,575.00
SUB-TOTAL ITEM 1					\$ 225,114.00
2	FURNISH, DELIVER AND INSTALL OFFSHORE PIPELINE				
2.1	MARINE SUPPORT FOR HDD & PIPE INSTALLATION	LS	1	\$ 922,899.00	\$ 922,899.00
2.2	OFFSHORE PIPELINE				
2.2.1	PERFORM HORIZONTAL DIRECTIONAL DRILL (44-INCH BORE HOLE)	LF	2006	\$ 1,039.00	\$ 2,084,086.00
2.2.2	30" FPVC. DR21 (PIPE, FUSING, END CAPS)	LF	2006	\$ 425.00	\$ 852,550.00
2.2.3	HYDROSTATIC TESTING AND LEAKAGE TESTING	LS	1	\$ 17,540.00	\$ 17,540.00
SUB-TOTAL ITEM 2					\$ 3,877,075.00
3	SITE TURNOVER				
3.1	TEMPORARY SHORING OF LANDWARD END OF PIPE, FENCING AND SITE PROTECTION	LS	1	\$ 17,404.00	\$ 17,404.00
SUB-TOTAL ITEM 3					\$ 17,404.00
TOTAL (ITEMS 1-3)					\$ 4,119,593.00
ALLOWANCE					\$100,000.00
TOTAL PROJECT COST					\$ 4,219,593.00
BID OPTION		Unit	Quantity	Unit Cost	TOTAL
2.2.2	30" FPVC. DR21 (OFFLOAD PIPE, FUSING AND END CAPS)	LF	2006	450	\$ 902,700.00

Revised Totals gls

2,084,234.00

3,877,223.00

4,119,741.00

4,219,741.00

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: OBE MANAGEMENT LLC dba DBE UTILITY SERVICES

EIN: 20-1331070

Email: CLAMOUREUX@DBEHDD.COM

Name and Title of Individual completing this schedule:

DUSTIN PATTLE
(Printed Name)

PRESIDENT
(Title)

X
(Signature)

01/04/2022
(Date)

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 pursuant to ISO Form CG001, 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 all policies except workers' compensation and professional liability 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.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ZERVOS GROUP, INC. 24724 Farmbrook P O Box 2067 Southfield, MI 48037-2067	CONTACT NAME: Angie Baldwin PHONE (A/C, No, Ext): 248 355-4411 E-MAIL ADDRESS:	FAX (A/C, No): 248 355-2175													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : National Fire Insurance Co. Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER B : Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER C : Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER D : Great American Insurance Company</td> <td>16691</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Fire Insurance Co. Hartford	20478	INSURER B : Continental Insurance Company	35289	INSURER C : Zurich American Insurance Company	16535	INSURER D : Great American Insurance Company	16691	INSURER E :		INSURER F :
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INSURER E :															
INSURER F :															
INSURED DBE MANAGEMENT, LLC. DBA: DBE UTILITY SERVICES 13387 Bryan Road Loxahatchee Groves, FL 33470															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> X, C & U GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	6016779312	03/31/2021	03/31/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	6016779357	03/31/2021	03/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000	X	X	6016779343	03/31/2021	03/31/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			6018627222	03/31/2021	03/31/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Leased or Rented			CPP4198317	08/13/2021	08/13/2022	\$300,000 Max Each Item
D	P&I			Binder013122	01/31/22	01/31/23	\$1,000,000
C	Inst.Floater			CPP4198317	08/13/2021	08/13/2022	\$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Job Description: 22-002- Directional Drill Services -Naples Beach Restoration &Water Quality Improvement

Project RFP

The City of Naples is additional insured per written contact with respects to General Liability, including completed operations, and automobile liability for work performed at the above job. WC policy includes The US Longshoreman and Harbor Workers Act. A thirty day prior written notice of cancellation, ten day for non-payment of premium, will be provided to The City of Naples.

CERTIFICATE HOLDER CITY OF NAPLES PURCHASING DIVISION CITY HALL 735 8TH STREET SOUTH Naples, FL 34102	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---



KELLBRO-01

SE05SBROWNING

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # L077730 AssuredPartners of Florida, Tampa 4600 West Cypress Street #550 Tampa, FL 33607	CONTACT NAME: Shanna Browning PHONE (A/C, No, Ext): (800) 950-1076 FAX (A/C, No): (813) 983-2958 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE INSURER A : Mitsui Sumitomo Insurance Company of America INSURER B : Auto-Owners Insurance Company INSURER C : Navigators Insurance Co INSURER D : National Casualty Company INSURER E : INSURER F :	NAIC # 20362 18988 42307 11991
INSURED Kelly Brothers, Inc. 15775 Pine Ridge Rd. Fort Myers, FL 33908		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	OHM4510184	10/1/2021	10/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 POLLUTION \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	41-429925-00	10/1/2021	10/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NY21LIA15079701	10/1/2021	10/1/2022	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WCSIG35019903	10/1/2021	10/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
A	Protection&Indemnity			OHM4510184	10/1/2021	10/1/2022	Deductible \$5000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General Liability is Marine General Liability form. Umbrella is Bumbershoot form extending over MGL, P&I, Auto and Employers Liability. RE Marine General Liability certificate holder is additional insured with waiver of subrogation regarding work performed by the named insured and only to the extent required by written contract. Bumbershoot follows form

United States Longshore and Harbor Workers Compensation Coverage EFF 10/01/2021-10/1/2022 Signal Indemnity Mutual Policy #51400

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER The City of Naples 735 Eighth Street South Naples, FL 34102	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ADDITIONAL REMARKS SCHEDULE

AGENCY AssuredPartners of Florida, Tampa		License # L077730	NAMED INSURED Kelly Brothers, Inc. 15775 Pine Ridge Rd. Fort Myers, FL 33908 Lee
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

Description of Operations/Locations/Vehicles:

Protection & Indemnity - Mitsui Sumitomo Insurance Policy #OHM4510184 10/01/2021- 10/01/2022 includes Crews coverage satisfying the "Jones Act" requirement.

MEL - Lloyd's of London policy# F10M1M16140421 10/1/2021 - 10/01/2022

USL&H Employers Liability Scottsdale Insurance Co policy # 71015 10/01/2021-10/01/2022

Project: 22-002 Directional Drill Services - Naples Beach Restoration & Water Quality Improvement. The City of Naples is additional insured for general liability per blanket form (attached) if required by written contract and subject to policy terms conditions, and exclusions and additional insured for auto liability on a primary and noncontributory basis per blanket form (attached) if required by written contract and subject to policy terms, conditions, and exclusions. Waiver of subrogation for general liability, auto liability and workers compensation per blanket form (attached) if required by written contract and subject to policy terms, conditions, and exclusions.



Mitsui Sumitomo Marine Management (USA), Inc.

Endorsement No: 6

Policy Number: OHM4510184

Insurance Company: Mitsui Sumitomo Insurance USA, Inc.

First Named Assured: Kelly Brothers Inc.

Endorsement Issue Date: 18/Nov/2021

Endorsement Effective Date: 01/Oct/2021

ADDITIONAL ASSURED AND WAIVER SUBROGATION ENDORSEMENT (BLANKET)

This endorsement modifies insurance provided under the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**.

- A. **WHO IS AN ASSURED (Section II)** is amended to include any person or organization as an Insured under this policy to the extent you are obligated by an "insured contract" to include them as Additional Assureds, but only with respect to "your work".
- B. The **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Loss Condition** in the Common Conditions is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of "your work" with that person or organization, but only to the extent that you are obligated by an "insured contract" to provide such waiver of rights of recovery and only with respect to "your work" or to your premises or the premises you use.

A and B above are only valid where the "insured contract" is executed prior to any occurrence which may lead to a claim hereunder.

All other Terms, Conditions, Limitations Definitions and Exclusions remain unchanged.

58504 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended. The following provision is added. Any person or organization is an **insured** for Covered Autos Liability Coverage, but only to the extent that

person or organization qualifies as an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured.**

All other policy terms and conditions apply.

58504 (1-15)

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Page 1 of 1

58583 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER PAYMENTS (WAIVER OF SUBROGATION) - BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION V CONDITIONS, A. LOSS CONDITIONS is amended. **5. Our Right to Recover Payments** is deleted and replaced by the following condition.

5. Our Right to Recover Payments

If **we** make a payment under this policy and the person to or for whom payment is made has a right to recover damages from another, **we** will be entitled to that right. That person shall do everything necessary to transfer that right to **us** and do nothing to prejudice it.

However, **we** waive **our** right to recover payments made for **bodily injury or property damage**:

- a. Covered by the policy; and
- b. Arising out of the operation of **autos** covered by the policy, in accordance with the terms and conditions of a written contract between **you** and such person or entity

only if such rights have been waived by the written contract prior to the **accident or loss** which caused the **bodily injury or property damage**.

All other policy terms and conditions apply.

58583 (1-15)

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Page 1 of 1

58524 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF DEFINITIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION VI - DEFINITIONS is amended.

1. **B.** is deleted and replaced by the following definition.

B. Auto means:

1. A land motor vehicle;
2. A **trailer**; or
3. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, **auto** does not include **mobile equipment**. As it applies to this endorsement only,

mobile equipment does not include a snowmobile.

2. **U.** is deleted and replaced by the following definition.

U. Trailer means a vehicle which is designed to be connected to and towed by a power unit. **Trailer** does not include non-motorized farm machinery or farm wagons. A **trailer** is not **equipment or custom furnishings**.

All other policy terms and conditions apply.

58524 (1-15)

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Page 1 of 1

58540 (12-19)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION V - CONDITIONS, **B. GENERAL CONDITIONS**, **2. Other Insurance** is amended. The following provision is added as it applies to this endorsement only. When this insurance is primary and there is other insurance for any person or organization, other than a Named Insured, which covers liability for **your** operations, contribution from such other insurance shall not be sought by **us** when:

- (1) There is a written agreement between **you** and such person or organization that this insurance shall be primary and without the right of contribution; and
- (2) Such written agreement was in force prior to any **bodily injury or property damage**.

All other policy terms and conditions apply.

58540 (12-19)

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Page 1 of 1

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver of Subrogation as required by written contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 10/01/2021 Policy No. WCSIG35019903 Endorsement No.

Policy Effective Date: 10/01/2021 to 10/01/2022 Premium \$

Insured: Kelly Brothers, Inc.

DBA:

Carrier Name / Code: National Casualty Company

Countersigned by Ch. Dwy



Mitsui Sumitomo Marine Management (USA), Inc.

Endorsement No: 36

Policy Number: OHM4510184

Insurance Company: Mitsui Sumitomo Insurance USA, Inc.

First Named Assured: Kelly Brothers Inc.

Endorsement Issue Date: 18/Nov/2021

Endorsement Effective Date: 01/Oct/2021

NOTICE OF CANCELLATION – 30 DAY (BLANKET)

In the event of cancellation of this Policy by Underwriters hereon, up to thirty (30) days written notice will be provided to any person or entity where required by written contract executed prior to any accident, illness or occurrence covered hereunder and evidenced to Underwriters hereon by receipt of a certificate of insurance. In the event of cancellation for non-payment of premium by the Insured, no more than ten (10) days written notice of cancellation will be given.

The number of notice days shall be the lesser of that required by the written contract or that shown on the certificate of insurance provided to Underwriters hereon, but in no case more than thirty (30) days (ten (10) days for non-payment of premium).

Cancellation by the Insured or by a Premium Finance Company shall require no notice.

All other Terms, Conditions, Limitations Definitions and Exclusions remain unchanged.

Exhibit-D : Immigration Law Affidavit Certification

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

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

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

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

Company Name DBE MANAGEMENT LLC dba DBE UTILITY SERVICES
Print Name DUSTIN ERTLE Title PRESIDENT
Signature [Handwritten Signature] Date 1/3/22
State of FLORIDA
County of PALM BEACH

The foregoing instrument was signed and acknowledged before me this 3 day of JAN, 2022, by DUSTIN ERTLE who has produced PERSONALLY KNOWN as identification.

Notary Public Signature [Handwritten Signature]
Printed Name of Notary Public Hector Meneses



Notary Commission Number/Expiration

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

