

**SECTION 01010  
SUMMARY OF WORK**

***SUPPLEMENT 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 3<sup>rd</sup> 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.

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- 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

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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.

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- 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 3<sup>rd</sup> 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.

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### 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,

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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

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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

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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.

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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.

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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

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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

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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,



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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



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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 forty-eight (48) 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 forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

### **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.

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### 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

## ATTACHMENT A - SUMMARY OF WORK

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

## ATTACHMENT A - SUMMARY OF WORK

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:

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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.

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- 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



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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.

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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.

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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**

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**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 3<sup>rd</sup> 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