



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

COVER SHEET

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| NOTIFICATION DATE: 6/29/2022 | SOLICITATION TITLE Gulf Shore Boulevard North Outlot "E" Seawall Replacement | SOLICITATION NUMBER: 22-040 | OPENING DATE & TIME: 7/29/2022 2:00 PM |
| <p style="text-align: center;">PRE-BID CONFERENCE DATE, TIME, AND LOCATION: A non-mandatory Pre-Bid Conference will be held Tuesday, July 12, 2022, at 10:00 A.M. local time at the parking area north of 4560 Gulf Shore Boulevard North, Naples FL, 34103</p> | | | |
| LEGAL NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL: | | | |
| MAILING ADDRESS: | | | |
| CITY-STATE-ZIP: | | | |
| PH: | | EMAIL: | |
| FX: | | WEB ADDRESS: | |
| AUTHORIZED SIGNATURE | | DATE | |
| PRINTED NAME/TITLE | | | |
| <p>I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the City of Naples the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Naples all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of FL for price fixing relating to the particular commodities or services purchased or acquired by the City of Naples. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.</p> <p style="text-align: center;">FEI/EIN Number _____ DUNS Number _____</p> | | | |
| <p style="text-align: center;">Please initial by all that apply I acknowledge receipt/ review of the following addendum</p> <p> <input type="checkbox"/> Addendum #1 <input type="checkbox"/> Addendum #2 <input type="checkbox"/> Addendum #3 <input type="checkbox"/> Addendum #4 <input type="checkbox"/> Addendum #5 <input type="checkbox"/> Addendum #6 <input type="checkbox"/> Addendum #7 <input type="checkbox"/> Addendum #8 </p> | | | |

PLEASE NOTE THE FOLLOWING

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

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 59. TERMINATION FOR CONVENIENCE:** The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines that termination is in the City's best interest. Any such termination shall be effected by the delivery to the contractor of a written notice of termination of at least seven (7) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective. After receipt of a notice of termination, except as otherwise directed, the contractor shall stop work on the date of the receipt of the notice or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- 60. TERMINATION FOR DEFAULT:** The City of Naples reserves the right to terminate the contract if the City determines that the contractor has failed to perform satisfactorily the work required, as determined by the City. In the event the City decides to terminate the contract for failure to perform satisfactorily, the City shall give to the contractor at least seven (7) days written notice before the termination takes effect. The seven-day period will begin upon the mailing of notice by the City. If the contractor fails to cure the default within the seven (7) days specified in the notice and the contract is terminated for failure to perform satisfactorily, the contractor shall be entitled to receive compensation for all reasonable, allocable and allowable contract services satisfactorily performed by the contractor up to the date of termination that were accepted by the City prior to the termination. In the event the City terminates the contract because of the default of the contractor, the contractor shall be liable for all excess costs that the City is required to expend to complete the work under contract.
- 61. STATE AND FEDERAL EMPLOYMENT LAWS:** Contractors providing service to the City are required to comply with all state and federal employment laws. This includes, but is not limited to, laws resulting from the Immigration and Reform and Control Act of 1986, wherein all employers are required to verify the identity and employment eligibility of all employees. The Department of Homeland Security, U.S. Citizenship and Immigration Services require employees and employers to complete Form I-9 and the employer must examine evidence of identity and employment eligibility within three business days of the date employment begins. Non compliant contractors will be subject to contract sanctions, up to and including contract termination.
- 62. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:** [“Debarment and Suspension” and 2 CFR 180 “OMB Guidelines to Agencies on Government wide Debarment and Suspension.”](#) These rules require all contractors using federal funds [not be debarred or suspended from doing business with the Federal Government. This includes sub-recipients and lower tier participant for covered transactions. Signing and submitting this document certified the organization and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency, and further have not within the preceding three-year period been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public \(Federal, State or local\) transaction.](#)
- 63. 119.0701 F.S. CONTACT INFORMATION FOR CITY OF NAPLES' CUSTODIAN OF PUBLIC RECORDS, CITY CLERK'S OFFICE:** If the CONTRACTOR has questions regarding the application of Chapter 119, Florida Statutes, to the CONTRACTOR'S duty to provide public records relating to this contract, contact the City of Naples' Custodian of Public records, the City Clerk at Telephone: 239-213-1015; Email: PublicRecordsRequest@naplesgov.com; Address: 735 81h Street S., Naples, Florida 34102; Mailing address: same as street address.
- 64. FLORIDA PUBLIC RECORDS LAW:** In accordance with Chapter 119, Florida Statutes, and, except as may be provided by other applicable State and Federal laws, all Proposers should be aware that sealed bids, proposals, or replies received by the City pursuant to a competitive solicitation thereto are in the public domain and are available for public inspection, review and copying. The Proposers are requested, however, to identify specifically any information contained in their bids/proposals which they consider confidential and/or proprietary, inclusive of trade secrets as defined in s. 812.081,

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

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

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

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

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

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

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

THE CITY OF NAPLES IS AN EQUAL OPPORTUNITY EMPLOYER

GENERAL INSURANCE REQUIREMENTS

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

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

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

The Contractor shall take out and maintain during the life of this Contract, Public Liability and Property Damage and shall include Contractual Liability, 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.

STATEMENT OF NO BID/PROPOSAL

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

Please return via email to purchasing@naplesgov.com or by mail to:

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

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

Bid # _____

Bid Title: _____

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

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

Other (Please specify below)

Company Name _____

PH _____ Email _____

Name and Title of individual completing this form:

(Printed Name) (Title)

(Signature) (Date)



CITY OF NAPLES

Purchasing Division

REFERENCE QUESTIONNAIRE

PROVIDED SAME OR SIMILAR SERVICES WITHIN THE LAST 5 YEARS.

It is the bidder's responsibility to contact the Purchasing Department prior to submitting their bid to verify receipt of the required number of references.

Solicitation No. _____ RFP/ITB Title: _____

Bidder/Respondent Name: _____

This reference questionnaire must be filled out by the company that has done business with the Bidder/Respondent in the past. If the item is not applicable, please state "n/a".

Relationship with Bidder/Respondent: _____

Title of last project: _____

Year last project completed _____

Contract Start/End Dates: _____

Contract Amount: \$ _____

How many projects performed: _____

Overall Performance: _____

Management Ability: _____

Ability to meet time schedule: _____

Ability of control costs: _____

Problems encountered: _____

Quality of Personnel: _____

How well Contractor coordinated with Owner: _____

Cooperation or Lack Thereof: _____

Quality of Subcontractors: _____

Subcontractor Payment Issues: _____

Were there any conflicts, disputes, or other problems:

Yes No

If yes, were they reported early and were they managed well? How were they resolved? Were you satisfied the resolution was fair to both parties?

How satisfied are you with the Bidder/Respondent's ability to perform based on your expectations and according to the contractual arrangements?

Would you contract again with the Bidder/Respondent for the same or similar services? Do you have plans to contract with them again? Yes No

Any additional comments?

This REFERENCE QUESTIONNAIRE is provided by:

Name of Company

Address of Company

Telephone No.

Email address:

Date: _____

Name and title of person filling out this reference questionnaire:

Signature of person filling out this reference questionnaire:

This 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.

CONSTRUCTION **SPECIAL CONDITIONS**

A. TERMS OF CONTRACT

The resulting contract will commence on award and be in effect until completion of the project. Work will begin upon the City of Naples issuing the contractor a Notice to Proceed. Substantial completion must be reached for all aspects of the project no later than 105 days and fully completed no later than 125 days with a Project Close-out time frame of 30 days. Should contractor fail to complete the project within this timeframe, daily LIQUIDATED DAMAGES in an amount consistent with the current Sec. 8-10.2 Florida Department of Transportation Standard Specifications will be assessed.

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

B. PROHIBITION OF CONTACT

Under no circumstances should any prospective organization or individual, or anyone acting for or on behalf of a prospective organization or individual, seek to influence or gain the support of any member of the City Council, public official, or City staff favorable to the interest of any prospective organization or individual. Likewise, contact with the City Council, any public official, or city staff against the interests of other prospective organization (s) and or individual(s) is prohibited. Any such activities will result in the exclusion of the prospective organization or individual from consideration by the City.

C. MINIMUM QUALIFICATION

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

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

D. REFERENCES

Vendors must provide a minimum of three (3) verifiable references from similar scopes of work as identified in this solicitation on the provided "Reference Questionnaire" form. Failure to provide references that verify the required experience will cause the Vendor to be deemed nonresponsive.

E. STATEMENT OF NO-BID/PROPOSAL

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

F. BID FORMAT

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

G. BID SECURITY / BID BOND

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

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

H. PROPOSAL CONSTRUCTION PERFORMANCE & PAYMENT BONDS

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

I. CONSUMER PRICE INDEX (CPI) SOLICITATION LANGUAGE

All prices bid shall remain unchanged during the period of performance, as specified herein. Any price decrease executed during the contract period, either by reason of market change or on the part of the contractor to other customers, shall be passed on to the City. Increase/decrease will be determined by the appropriate price index determined by the City. Adjusted rates shall become effective upon approval by the City Manager.

J. QUESTIONS

Questions regarding this proposer packet must be received in writing in the Purchasing Division **NO LATER THAN TEN CALENDAR DAYS PRIOR TO THE BID OPENING DATE TO ENSURE AN ANSWER IS PROVIDED PRIOR TO CLOSING.**
The last day for questions is 7/19/2022

Direct all questions to:
Felix Gomez, CPPB, NIGP-CPP
Interim Purchasing and Contracts Manager
City of Naples, Purchasing Division
735 8th Street South
Naples, Florida 34102
PH: (239) 213-7101 FX: (239) 213-7105
fgomez@naplesgov.com

SUBMISSION CHECKLIST

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

| CHECKLIST ELEMENTS | INCLUDED |
|--|----------|
| Bidder must submit one (1) original signature (clearly marked as such) of the response and one (1) copy (clearly marked as such) of the response and one (1) properly indexed Windows© compatible PDF of the original document on a CD or USB Flash Drive containing one PDF file of the full response that is clearly labeled with your company's name, Solicitation number, title and contact information. | |
| Include any required drawings; descriptive literature; qualifications; schedules; product compliance / exceptions; alternatives; questionnaire; references, forms, tabs, pricing/cost; and any information required of the proposer identified in the text of the bid including information for bid evaluation. | |
| Include any Professional Licenses (General Contractors license, Underground Utility and Excavation, Builders, etc.) that qualify the firm for this solicitation as well as applicable bond documents, if required. Note if you are not a single prime contractor. List all subcontractors to be used for our project in your bid/proposal and their professional licenses. | |
| Mandatory FORMS from this document to be included are: <u>Cover Sheet, Reference Questionnaire, Submission Checklist Sheet, signed IRS W-9 (OCT 2018), Sunbiz Report, Schedule of Values, Acknowledgement of Business Type and Certificates of Insurance, Immigration Law Affidavit Certification.</u> | |
| Have an authorized individual sign the appropriate pages including the <u>Cover Sheet</u> with any bid addendums initialed. Include all Addendums with your Proposal. | |
| Ensure the following: <ol style="list-style-type: none"> 1. The Bid has been signed 2. Bid schedule completed. 3. The Bid prices offered have been reviewed. 4. The price extensions and totals have been checked. | |
| Bid document needs to be received by the <u>OPENING DATE & TIME</u> indicated on the Cover Sheet . The mailing envelope must be addressed to: <div style="text-align: center;"> City of Naples Purchasing Division 735 8th Street South Naples, Florida 34102 </div> | |
| The mailing envelope must be sealed and marked with: Bid Number: 22-040 Title: Gulf Shore Boulevard North Outlot "E" Seawall Replacement Opening Date: 7/29/2022 Company Name: Contact information: | |

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

Submitting Vendor Name: _____

Authorized Bidder's Signature: _____

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

² Circle the minor's name and furnish the minor's SSN.

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

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

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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

SCHEDULE OF VALUES
ITB 22-030
Gulf Shore Boulevard North Outlot "E" Seawall Replacement

| BASE BID | | | | | |
|--|--|-------|-----------|-------------|-------------|
| ID | DESCRIPTION | QTY | UNIT TYPE | UNIT PRICE | TOTAL PRICE |
| 1.0 MOBILIZATION AND DEMOBILIZATION | | | | | |
| 1.1 | SEAWALL | 1 | LS | \$ | \$ |
| 1.2 | UPLAND SITE WORK | 1 | LS | \$ | \$ |
| MOBILIZATION AND DEMOBILIZATION SUBTOTAL = \$ | | | | | |
| 2.0 SEAWALL | | | | | |
| 2.1 | PARTIAL DEMOLITION AND DISPOSAL (STA. 0+00 TO 6+92) | 692 | LF | \$ | \$ |
| 2.2 | PLUMB PANELS (STA. 2+00 TO 3+80) | 180 | LF | \$ | \$ |
| 2.3 | PRE-CAST PANEL FABRICATION | 692 | LF | \$ | \$ |
| 2.4 | PRE-CAST PANEL INSTALLATION | 692 | LF | \$ | \$ |
| 2.5 | CAP BEAM / TIE BACK SYSTEM | 692 | LF | \$ | \$ |
| 2.6 | GRAVEL DRAIN | 692 | LF | \$ | \$ |
| SEAWALL SUBTOTAL = \$ | | | | | |
| 3.0 EARTHWORK | | | | | |
| 3.1 | MAINTENANCE OF TRAFFIC | 1 | LS | \$ | \$ |
| 3.2 | SURVEY STAKE-OUT | 1 | LS | \$ | \$ |
| 3.3 | GEOTECHNICAL TESTING | 1 | LS | \$ | \$ |
| 3.4 | MILL EXISTING ASPHALT (FULL DEPTH) | 2,205 | SY | \$ | \$ |
| 3.5 | REMOVE EXISTING CONCRETE SIDEWALK (6" THICKNESS) | 436 | SY | \$ | \$ |
| 3.6 | REMOVE EXISTING F-CURB | 689 | LF | \$ | \$ |
| 3.7 | REMOVE EXISTING LANDSCAPE | 1 | LS | \$ | \$ |
| 3.8 | REMOVE EXISTING STRIPING (ROW) | 1 | LS | \$ | \$ |
| 3.9 | ROUGH / FINAL GRADING | 4,110 | SY | \$ | \$ |
| 3.10 | FLORITAM SOD | 473 | SY | \$ | \$ |
| 3.11 | INLET PROTECTION | 1 | LS | \$ | \$ |
| 3.12 | RESTORE IRRIGATION | 1 | T&M* | \$ 5,000.00 | \$ 5,000.00 |
| EARTHWORK SUBTOTAL = \$ | | | | | |
| 4.0 PAVEMENT | | | | | |
| 4.1 | 1.5 INCH ASPHALTIC CONCRETE (TYPE SP_9.5 TRAFFIC B) | 2,205 | SY | \$ | \$ |
| 4.2 | 6" LIMEROCK BASE (GROUP B) | 2,205 | SY | \$ | \$ |
| 4.3 | REWORK EXISTING LIMEROCK STABILIZED SUBGRADE (GROUP B) | 2,205 | SY | \$ | \$ |
| 4.4 | 6" CONCRETE SIDEWALK | 515 | SY | \$ | \$ |
| 4.5 | FDOT TYPE F-CURB | 685 | LF | \$ | \$ |
| 4.6 | CONCRETE FLUME W/8" - 12" RIP RAP ON FILTER FABRIC | 5 | EA | \$ | \$ |
| 4.7 | ADA TACTILE SURFACE MATS | 95 | SF | \$ | \$ |
| SIGNAGE | | | | | |
| 4.8 | ADA PARKING SIGN (FTP-20-06) | 2 | EA | \$ | \$ |
| 4.9 | MULTI-SIGN POST, STOP / DO NOT ENTER (R1-1 / R5-1) | 2 | EA | \$ | \$ |
| STRIPING | | | | | |
| 4.10 | PAINT, WHITE, SOLID, 6" | 1,147 | LF | \$ | \$ |
| 4.11 | PAINT, STANDARD, ARROW | 4 | EA | \$ | \$ |
| 4.12 | ADA PARKING STRIPING - PAINT, BLUE, SOLID, 6", HC SYMBOL | 2 | EA | \$ | \$ |
| PAVEMENT SUBTOTAL = \$ | | | | | |

| 5.0 DRAINAGE | | | | | |
|---------------------------------------|--|----|----|---|----|
| 5.1 | 36" RCP W/ CONCRETE COLLARS AT EXISTING PIPE CONNECTIONS | 32 | LF | \$ | \$ |
| 5.2 | FDOT TYPE-C GRATE INLET WITH SIDE SLOTS (6" ADS) | 1 | EA | \$ | \$ |
| 5.3 | MODIFY EXISTING STRUCTURE (HOLE KNOCK-OUT) | 1 | EA | \$ | \$ |
| 5.4 | CONNECT TO EXISTING STRUCTURE (6" ADS) | 1 | LS | \$ | \$ |
| 5.5 | 6" TYPE II UNDERDRAIN IN FILTER FABRIC WRAPPED TRENCH | 43 | LF | \$ | \$ |
| | | | | DRAINAGE SUBTOTAL = \$ | |
| 6.0 ENVIRONMENTAL PROTECTION MEASURES | | | | | |
| 6.1 | ENVIRONMENTAL PROTECTION MEASURES | 1 | LS | \$ | \$ |
| | | | | ENVIRONMENTAL PROTECTION MEASURES SUBTOTAL = \$ | |

BASE BID TOTAL = \$

| OPTIONAL BID | | | | | |
|--------------------|-----------------------|---|----|------------------------------|----|
| 7.0 OPTIONAL ITEMS | | | | | |
| 7.1 | DOCKS | 1 | LS | \$ | \$ |
| 7.2 | FPL TRANSFORMER FEED | 1 | LS | \$ | \$ |
| 7.3 | DOCK ELECTRIC SERVICE | 1 | LS | \$ | \$ |
| 7.4 | POTABLE WATER | 1 | LS | \$ | \$ |
| | | | | OPTIONAL ITEMS SUBTOTAL = \$ | |

BASE BID SUBTOTAL = \$

OPTIONAL BID ITEMS SUBTOTAL = \$

OPTIONAL BID TOTAL = \$

* ALLOWANCE, REIMBURSED COST WILL BE BASED ON ACTUAL HOURS WORKED AND MATERIALS PURCHASED BY RECEIPT.

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

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

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

Company Name: _____

EIN: _____

Email: _____

Name and Title of individual completing this schedule:

(Printed Name)

(Title)

X _____

(Signature)

(Date)

ACKNOWLEDGEMENT OF BUSINESS TYPE

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

BUSINESS ADDRESS of BIDDER:

Company Name

Address

City State Zip

Telephone No. _____ Fax No. _____

SIGNATURE OF BIDDER

If an Individual: _____
Signature Print Name

Doing business as _____

If a Partnership: _____

By: _____
Partner Signature Print Name

If a Corporation: _____
Corporate Name

(a _____ Corporation) In what State is the Corporation Incorporated? _____

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

By: _____
Signature Print Name

Sign and Date Form: Certification:

Under penalties of perjury, I certify that the information shown on this form is correct to my knowledge.

| | |
|-----------|------------|
| Signature | Print Name |
| Title | Date |

LIST OF SUBCONTRACTORS

The undersigned states the following is a full and complete list of the proposed subcontractors on this Project and the class of work to be performed by each, and such list will not be added to nor altered without written consent of the owner through the Engineer.

| Subcontractor Name and Address | Class of Work to be Performed |
|---------------------------------------|--------------------------------------|
| 1. _____ _____ _____ | _____ _____ _____ |
| 2. _____ _____ _____ | _____ _____ _____ |
| 3. _____ _____ _____ | _____ _____ _____ |
| 4. _____ _____ _____ | _____ _____ _____ |
| 5. _____ _____ _____ | _____ _____ _____ |
| 6. _____ _____ _____ | _____ _____ _____ |
| 7. _____ _____ _____ | _____ _____ _____ |
| 8. _____ _____ _____ | _____ _____ _____ |
| 9. _____ _____ _____ | _____ _____ _____ |

Submitting Vendor Name: _____

Authorized Bidder's Signature: _____

MATERIALS & SUPPLIERS

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

MATERIAL

SUPPLIER

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

Submitting Vendor Name: _____

Authorized Bidder's Signature: _____

Attachment: Immigration Law Affidavit Certification

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

Print Name _____ Title _____

Signature _____ Date _____

State of _____

County of _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 20____, by

_____ who has produced _____ as identification.
(Print or Type Name) (Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

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.

CITY OF NAPLES RELEASE AND AFFIDAVIT FORM

COUNTY OF (COLLIER)
STATE OF (FLORIDA)

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

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

CONTRACTOR

BY: _____

ITS: _____

DATE: _____

Witness
President

Witness

[Corporate Seal]

STATE OF _____

COUNTY OF _____

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

My Commission Expires: _____

(Signature of Notary)

Name: _____

(Legibly Printed)

Notary Public, State of _____

(AFFIX OFFICIAL SEAL)

Commissioner No. _____

City of Naples, FL
ITB No. 22-040
Gulf Shore Boulevard North Outlot “E” Seawall Replacement

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City of Naples, FL

Gulf Shore Boulevard North Outlot “E” Seawall Replacement

ITB No. 22-040

PROJECT REQUIREMENTS AND SPECIFICATIONS

A. PROJECT SCOPE/DESCRIPTION

The following Invitation to Bid (ITB) has been developed to solicit pricing from vendors qualified and experienced in Seawall Construction for the replacement and upland restoration per the Contract Plans and Specifications of 700 LF of seawall located between 4500 and 4700 Gulf Shore Boulevard North, on the east side of Gulf Shore Boulevard North.

A Non-Mandatory Pre-Bid will be held at the Project site to review the Project.

B. AWARD OF BID

The City reserves the right to award the bid in a manner that best serves the interests of the City of Naples.

C. CONTRACT MANAGEMENT

The Streets and Stormwater Director and/or his authorized representative will serve as the City’s Project Manager.

D. LICENSES AND PERMITS

All equipment operated by the successful Contractor will be properly licensed and permitted.

Licenses may be required by the State of Florida, Collier County, or the City of Naples to perform all or part of this work. Contractors should investigate and determine if they hold the necessary License(s) prior to bid submittal. Permitting may be required for all or part of the requested work. The contractor will be responsible for investigating and determining if permitting is necessary. The contractor will also be responsible for obtaining permits.

At a minimum, vendors must submit the following:

1. An active certified Florida General Contractor license and be certified and or qualified to complete the project per project specifications or a Building Contractors License plus an Underground and Excavation Licenses as long as the contractor can demonstrate how the licenses, equipment, and staff enabled the company to successfully accomplish similar projects.

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

E. INSURANCE

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

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

F. SUB-CONTRACTORS AND MATERIAL SUPPLIERS

If the prospective contractor contemplates the use of sub-contractors, as a further condition of award of a contract, the prospective contractor must certify in writing that all of its sub-contractors are appropriately licensed and are registered with the State of Florida in accordance Florida Statutes Chapters 607 or 620, and such statement will include any sub-contractors' corporate charter numbers. For additional information on registering, the prospective contractor should contact the Florida Secretary of State's Office. Each prospective contractor must submit a list of all proposed sub-contractors and material suppliers intended for this project. No changes to this list shall be made without the express written consent of the City. Any request for changes shall be made in writing, to the City, clearly stating the reasons for the change. The City reserves the exclusive right to either approve or reject such request for change. Contractor agrees that the City's or its consultant's decision is final and binding. Contractor understands and agrees that he/she is solely responsible to the City for all work specified herein; and, that subsequent review of sub-contractors and/or material suppliers by the City or its consultants does not relieve the contractor and/or his surety of any liability or obligation stipulated herein. Failure to comply with the above may result in termination of this contract. All bidders must provide requested information in the attached forms provided.

G. CONDUCT

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

H. CONTRACTORS EQUIPMENT

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

I. DISPOSAL OF DEBRIS

The awarded vendor(s) shall dispose of all debris and other materials gathered from the described work in compliance with City and County Laws.

J. PRE-CONSTRUCTION CONFERENCE

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

K. SCHEDULING OF WORK

1. All work will be performed Monday through Saturday no earlier than 7 a.m. or later than 6 p.m., Monday through Saturday per City Code.
2. The awarded vendor(s) will correct work deficiencies and/or problems pointed out by the Contract Manager within 3 days of notification or sooner depending on the nature of the deficiency.

L. PAYMENT REQUESTS, INVOICES AND WORK REPORTS

1. Invoices must be submitted after work is completed with a detailed description of the work performed.
2. The awarded vendor(s) will meet with Project Manager and set up procedures prior to the start of work.

M. NON-PERFORMANCE

The City reserves the right to cancel the contract with a seven (7) day notice should the

Contractor fail to perform up to the requirements and standards identified in the specifications. The City may withhold part or all payments due to the awarded vendor(s) until correction is made.

N. QUALIFICATIONS

Prospective vendor(s) must have experience within the previous five (5) years on similar Projects, specifically working within the influence of tidal currents. The Bidder's construction project manager/superintendent that will be working on this project must have at least five (5) years of construction experience in seawall construction. Two of the three projects must be within the State of Florida. Provide a listing of completed specific projects and send the attached reference questionnaire to the client who will submit the completed form directly to the City.

O. INSPECTION

The City reserves the right to make inspections and tests, when deemed advisable, to ascertain that the requirements of the contract are being fulfilled. Should it be found that the standards specified are not being satisfactorily maintained, the City will immediately demand that the contractor complies with the Invitation to Bid to meet these requirements.

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

P. REJECTING DEFECTIVE WORK

The City and/or his/her authorized representative will have the authority to disapprove or reject work, which he believes to be unacceptable work and not in accordance with Contract Documents. The City Arborist and/or his/her authorized representative will be the final interpreter of the requirements of the Contract Documents and judge of the acceptability of the work performed. City will notify the contractor immediately of unacceptable work. If work has been rejected; contractor must correct all defective work within 2 days of notification. The contractor will bear all costs to correct the defective work. If the contractor fails to correct the defective work, or if the contractor fails to perform the work in accordance with the Contract Documents, the City may correct and remedy any such deficiency, with the contractor to bear all costs to correct the defective work.

Q. PROTECTION OF FACILITIES, PUBLIC AND PRIVATE PROPERTY

1. From the time the awarded contractor commences and until final acceptance by the City of any work specified on the Invitation to Bid, awarded contractor is required to initiate and maintain measures which must be proper and adequate to protect the building, its contents and any surrounding areas against damage by the elements. The contractor will

assume full responsibility for any damage to any property including but not limited to walls, floors, tables, chairs, trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities, resulting from the performance of the work.

2. Further, the awarded contractor must at all times guard against damage or loss to the property of the City or of other vendors or contractors and will be held responsible for replacing or repairing any such loss or damage. The City may withhold payment or make such deductions from payments as it deems necessary to ensure reimbursement or replacement for loss or damage to property through negligence of the awarded contractor or his agents.

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

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

R. PROTECTION OF OVERHEAD UTILITIES

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

S. PROTECTION OF UNDERGROUND UTILITIES

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

T. TRAFFIC CONTROL

1. Contractor will be required to furnish traffic control and/or barricades as needed or as required by the State of Florida. Barricading and detouring of the traffic shall be accomplished in conformance with the Manual on Uniform Traffic Control Devices for Highway Construction and Maintenance Operations, latest edition.
2. Contractor will be responsible for adequate barricades, warning devices, and the necessary safety equipment according to State FDOT Standard Plans while working on City, County or State roads as a sub-Contractor of the City.

GULF SHORE BOULEVARD NORTH OUTLOT "E" SEAWALL REPLACEMENT CONSTRUCTION PLAN SET

PREPARED FOR:
CITY OF NAPLES

SHEET INDEX

1. COVER SHEET
2. EXISTING CONDITIONS
3. PROPOSED CONDITIONS
4. SEAWALL DETAILS
5. SEAWALL DETAILS
6. YACHT CLUB PIER UTILITIES
7. EXISTING CONDITIONS AND REMOVALS
8. PAVING, GRADING AND DRAINAGE
9. CROSS SECTIONS

PUBLISHED TIDAL INFORMATION

TIDAL DATUMS IN NAPLES, GULF OF MEXICO
ARE BASED ON FLORIDA 872 5110
TIME PERIOD = 1/1983-12/1986; 1/1989-12/2001
TIDAL EPOCH = 1983-2001
CONTROL TIDE STATION = NAPLES, GULF OF
MEXICO (872 5110)

ELEVATIONS OF TIDAL DATUMS ARE REFERENCED IN
NAVD 1988.
MEAN HIGHER HIGH WATER (MHHW) = +0.58 FT NAVD88
MEAN HIGH WATER (MHW) = +0.33 FT NAVD88
MEAN LOW WATER (MLW) = -1.68 FT NAVD88
MEAN LOWER LOW WATER (MLLW) = -2.29 FT NAVD88

NOTES

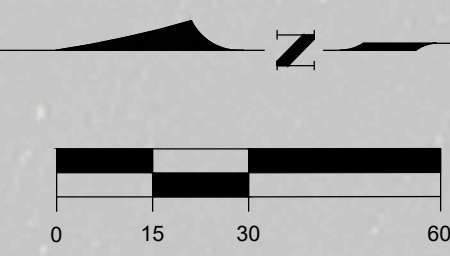
1. SURVEY COMPLETED BY COASTAL ENGINEERING CONSULTANTS, INC. 9/22/2021.
2. AERIAL PHOTOGRAPHY OBTAINED FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION, DATED 2020.
3. INFORMATION SHOWN HEREON REFLECTS CONDITIONS AS THEY EXISTED ON THE SURVEY DATES SHOWN AND CAN ONLY BE CONSIDERED INDICATIVE OF CONDITIONS AT THAT TIME.
4. ELEVATIONS SHOWN HEREON ARE IN FEET AND TENTHS AND REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 1988). REFERENCE BENCHMARK: R-47, N: 680581.00, E: 388553.80, EL. = 11.90 FT NAVD.
5. ANY PUBLIC LAND PROPERTY CORNER WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED BY THE CONTRACTOR. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER. ANY SURVEY MONUMENT DESTROYED BY CONSTRUCTION ACTIVITIES SHALL BE REPLACED BY A REGISTERED SURVEYOR & MAPPER AT THE CONTRACTOR'S EXPENSE.
6. CONTRACTOR SHALL NOT DISTURB AREAS BEYOND DESIGNATED WORK AREA. CONTRACTOR SHALL NOT WORK OUTSIDE OF RIGHT OF WAY LINE OR EASEMENTS.
7. PRIOR TO EXCAVATION CONTRACTOR TO FIELD VERIFY LOCATION OF ALL UTILITIES, IRRIGATION AND DRAINS.
8. UTILIZE SYNTHETIC BALES, TEMPORARY BERMING, SOD SEED, AND MULCH TO CONTROL EROSION AS REQUIRED OR DIRECTED BY THE OWNER OR ENGINEER.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PREVENTION AND CONTROL OF ANY EROSION, SEDIMENTATION OR SURFACE WATER TURBIDITY CAUSED BY HIS ACTIVITY.
10. DURING CONSTRUCTION, EXISTING GRATE INLET AND JUNCTION BOX OPENINGS SHALL BE COVERED WITH FILTER FABRIC (MIRAFI 140N OR APPROVED EQUAL) TO PREVENT DEBRIS AND FILL FROM FALLING INTO THE INLET.
11. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND ELEVATIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION. ANY DEVIATION IN PLAN INFORMATION SHALL BE REPORTED TO THE ENGINEER AND OWNER'S REPRESENTATIVE IMMEDIATELY.
12. CONTRACTOR IS REQUIRED TO OBTAIN WRITTEN APPROVAL FROM THE ENGINEER AND OWNER FOR ANY DEVIATION IN PLANS AND/OR SPECIFICATIONS.
13. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING TRAFFIC AND USAGE OF THE EXISTING STREETS ADJACENT TO THE PROJECT. ALL TRAFFIC MAINTENANCE CONTROL SHALL BE IN ACCORDANCE WITH FLORIDA MANUAL OF TRAFFIC CONTROL AND SAFE PRACTICES FOR STREET CONSTRUCTION, MAINTENANCE, AND UTILITY OPERATIONS. TRAFFIC CONTROL OPERATION PROCEDURES SHALL BE SUBMITTED TO OWNER FOR APPROVAL PRIOR TO BEGINNING CONSTRUCTION.
14. CONTRACTOR SHALL CLEAR ALL EXCAVATION AND FILL AREAS. ACTUAL LIMITS OF CLEARING SHALL BE DETERMINED IN THE FIELD BY OWNER OR ENGINEER.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL AND DISPOSAL OF ALL TREES, BRUSH, STUMPS AND DEBRIS (INCLUDING EXISTING STRUCTURES) NOT REQUIRED TO REMAIN IN THE PROPOSED CONSTRUCTION AREA, WHERE SO DEPICTED BY THE OWNER'S REPRESENTATIVE. TREES AND VEGETATION WITHIN THE CLEARING LIMITS SHALL BE PROTECTED, LEFT STANDING, AND TRIMMED TO PREVENT DAMAGE TO LIMBS AND ROOTS DURING CONSTRUCTION.



| | | | | | |
|--|-------------|--|-----------------|--|-----------------|
| DATE: 2/15/2022 | | SCALE: AS NOTED | DATE: 2/15/2022 | | SCALE: AS NOTED |
| DRAWN: GVT | F.B. MAK | PG. RING. | DATE: 2/15/2022 | | |
| CHECKED: TWP. | MAK | PG. RING. | DATE: 2/15/2022 | | |
| SEC. ACAD NO. | 21265-C.dwg | REF. NO. | DATE: 2/15/2022 | | |
| CITY OF NAPLES | | TITLE: GULF SHORE BOULEVARD NORTH OUTLOT "E" SEAWALL REPLACEMENT COVER SHEET | | | |
| COASTAL AND MARINE ENGINEERING ENVIRONMENTAL SERVICES GEOLOGICAL SERVICES SURVEY AND MAPPING | | PHONE: (239)643-2324 FAX: (239)643-1143 www.ceci.com E-Mail: info@ceci.com | | | |
| COASTAL ENGINEERING CONSULTANTS INC. | | Serving Florida Since 1977 28421 BONITA CROSSINGS BLVD BONITA SPRINGS, FLORIDA 34135 | | | |
| SHEET 1 | | FILE NO.: 21265-C-01 | | | |

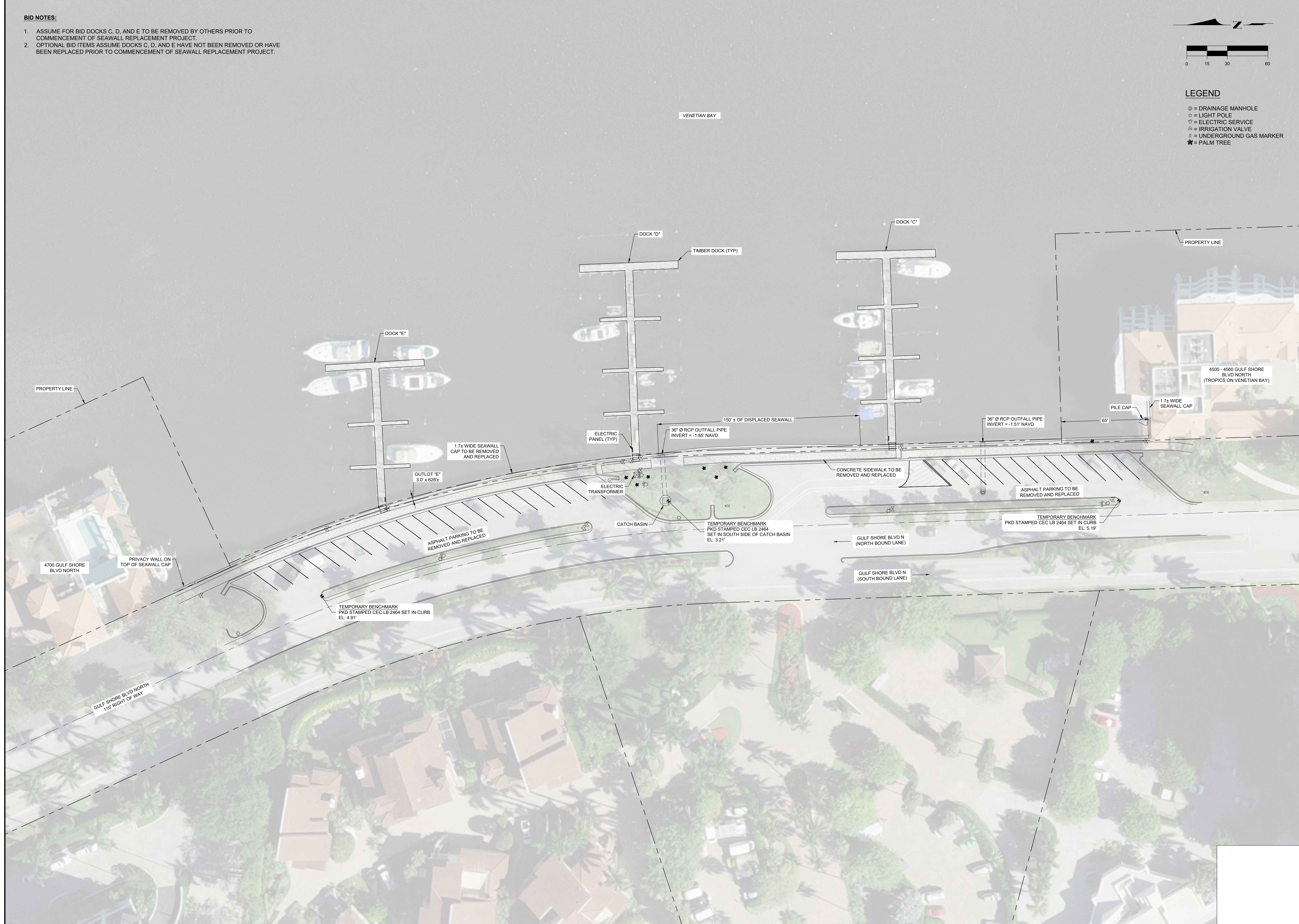
BID NOTES:

1. ASSUME FOR BID DOCKS C, D, AND E TO BE REMOVED BY OTHERS PRIOR TO COMMENCEMENT OF SEAWALL REPLACEMENT PROJECT.
2. OPTIONAL BID ITEMS ASSUME DOCKS C, D, AND E HAVE NOT BEEN REMOVED OR HAVE BEEN REPLACED PRIOR TO COMMENCEMENT OF SEAWALL REPLACEMENT PROJECT.



LEGEND

- ⊙ = DRAINAGE MANHOLE
- ⊛ = LIGHT POLE
- ⊚ = ELECTRIC SERVICE
- ⊗ = IRRIGATION VALVE
- ⊞ = UNDERGROUND GAS MARKER
- ★ = PALM TREE



| | |
|--|---|
| <p>CITY OF NAPLES</p> <p>GULF SHORE BOULEVARD NORTH OUTLOT "E" SEAWALL REPLACEMENT EXISTING CONDITIONS</p> | <p>DATE: 2/15/2022 SCALE: AS NOTED</p> <p>DRAWN: GVT F.B.</p> <p>CHECKED: MAK PG.</p> <p>SEC: TWP: RING.</p> <p>ACAD NO. 21265-C.dwg</p> <p>REF. NO. 21,265</p> |
| <p>CLIENT: COASTAL AND MARINE ENGINEERING ENVIRONMENTAL SERVICES GEOLOGICAL SERVICES SURVEY AND MAPPING</p> | <p>PHONE: (239)643-2324 FAX: (239)643-1143 www.coastalmarineengineering.com E-Mail: info@cecinc.com</p> |
| <p>COASTAL ENGINEERING CONSULTANTS INC.</p> <p>Serving Florida Since 1977 28421 BONITA CROSSINGS BLVD BONITA SPRINGS, FLORIDA 34135</p> | <p>SHEET 2</p> <p>FILE NO.: 21265-C-02</p> |

OPTIONAL BID ITEMS:

THE VENETIAN BAY YACHT CLUB IS UNDER CONTRACT TO REPLACE DOCKS C, D, AND E. TIMING OF THIS PROJECT COMBINED WITH OTHER FACTORS NECESSITATES INCLUDING OPTIONAL BID ITEMS.

DOCKS: IF EXISTING DOCKS HAVE NOT BEEN REMOVED OR HAVE BEEN REPLACED PRIOR TO THE SEAWALL REPLACEMENT PROJECT CONTRACTOR SHALL REMOVE LANDWARD SPAN(S) AT EACH DOCK AS REQUIRED TO ACCESS SEAWALL PROJECT. OPTION MAY NOT BE REQUIRED IF DOCKS ARE REMOVED BY OTHERS PRIOR TO PROJECT COMMENCEMENT.

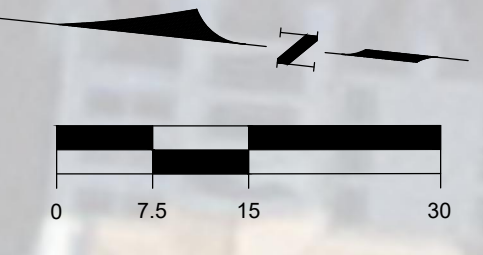
FPL TRANSFORMER FEED: EXISTING CONDUIT FEEDING POWER TO TRANSFORMER AT STATION 3+80 IS LOCATED IMMEDIATELY BEHIND SEAWALL. FPL SHALL DISCONNECT POWER. NEW CONDUIT AND PULL BOX SHALL BE SUPPLIED BY FPL AND INSTALLED BY CONTRACTOR FROM APPROXIMATE STATION 0+00 TO 3+80. CABLES SHALL BE PULLED AND CONNECTED BY OTHERS AFTER COMPLETION OF SEAWALL PROJECT. OPTION MAY NOT BE USED IF FPL ELECTS TO USE ALTERNATE FEED. CONTRACTOR RESPONSIBLE FOR PICK-UP OF FPL SUPPLIED MATERIAL AT THE GOLDEN GATE SERVICE CENTER, 4105 15TH AVENUE SW, NAPLES, FL 34116.

DOCK ELECTRIC SERVICE: CONTRACTOR SHALL PROVIDE AND INSTALL NEW CONDUITS SERVICING DOCKS PER SHEET 6. CONDUITS SHALL PENETRATE SEAWALL PANELS AT CENTERLINE OF EACH DOCK. CABLES SHALL BE PULLED AND CONNECTED BY OTHERS AFTER COMPLETION OF SEAWALL PROJECT. OPTION MAY NOT BE USED AT THE DISCRETION OF CITY AND DOCK OWNER.

POTABLE WATER: CONTRACTOR SHALL PROVIDE AND INSTALL NEW CONDUITS SERVICING DOCKS PER SHEET 6. CONDUITS SHALL PENETRATE SEAWALL PANELS AT CENTERLINE OF EACH DOCK. CONDUIT SHALL BE CAPPED AND PRESSURE TESTED PER CODE PRIOR TO BACKFILL. OPTION MAY NOT BE USED AT THE DISCRETION OF CITY AND DOCK OWNER.

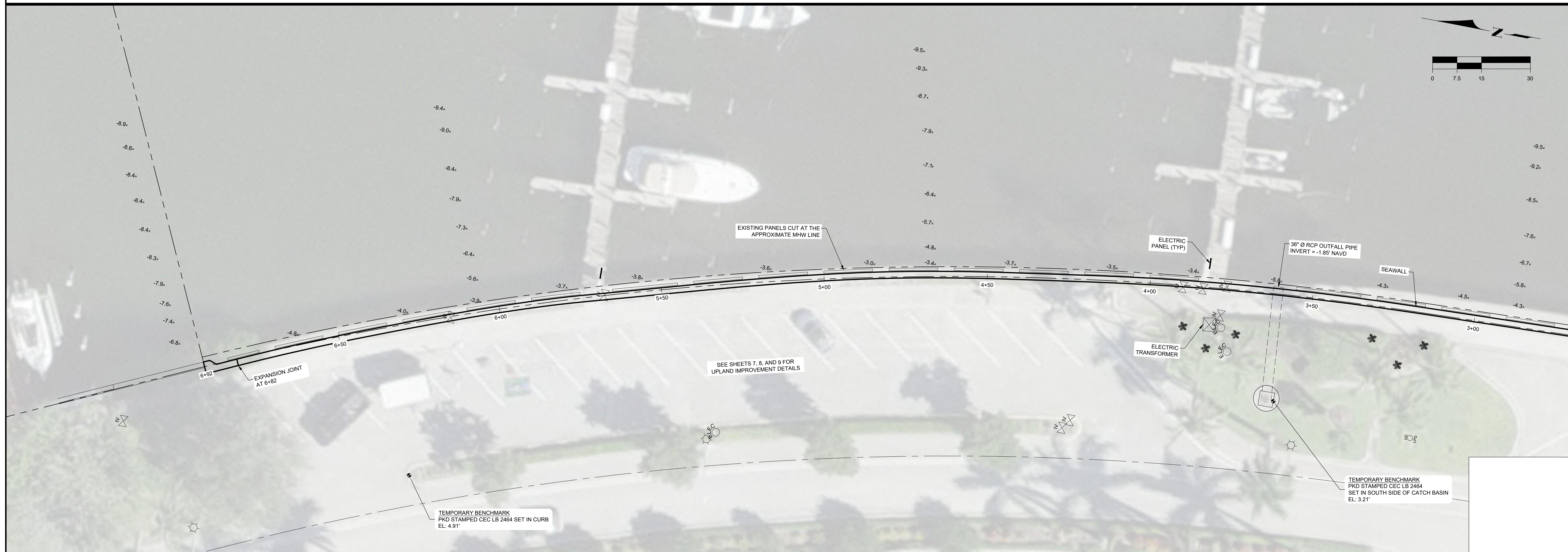
NOTES:

1. SURVEY BASELINE IS THE PROPERTY LINE.
2. REMOVE AND DISPOSE OF EXISTING UTILITIES LANDWARD OF SEAWALL AS REQUIRED.



LEGEND

- ⊕ = DRAINAGE MANHOLE
- ⊙ = LIGHT POLE
- ⊚ = ELECTRIC SERVICE
- ⊛ = IRRIGATION VALVE
- ⊠ = UNDERGROUND GAS MARKER
- ★ = PALM TREE



| | | | |
|----------|-----------|--------|----------------------|
| DATE: | 2/15/2022 | SCALE: | AS NOTED |
| DRAWN: | GV/T | F.B. | |
| CHECKED: | MAK | PG. | |
| SEC. | TWP. | RNG. | |
| ACAD NO. | | | 21265-C.dwg |
| REF. NO. | | | 21,265 |
| | | NO. | DATE |
| | | | BY |
| | | | REVISION DESCRIPTION |

CITY OF NAPLES

GULF SHORE BOULEVARD NORTH
OUTLOT "E" SEAWALL REPLACEMENT
PLAN VIEW

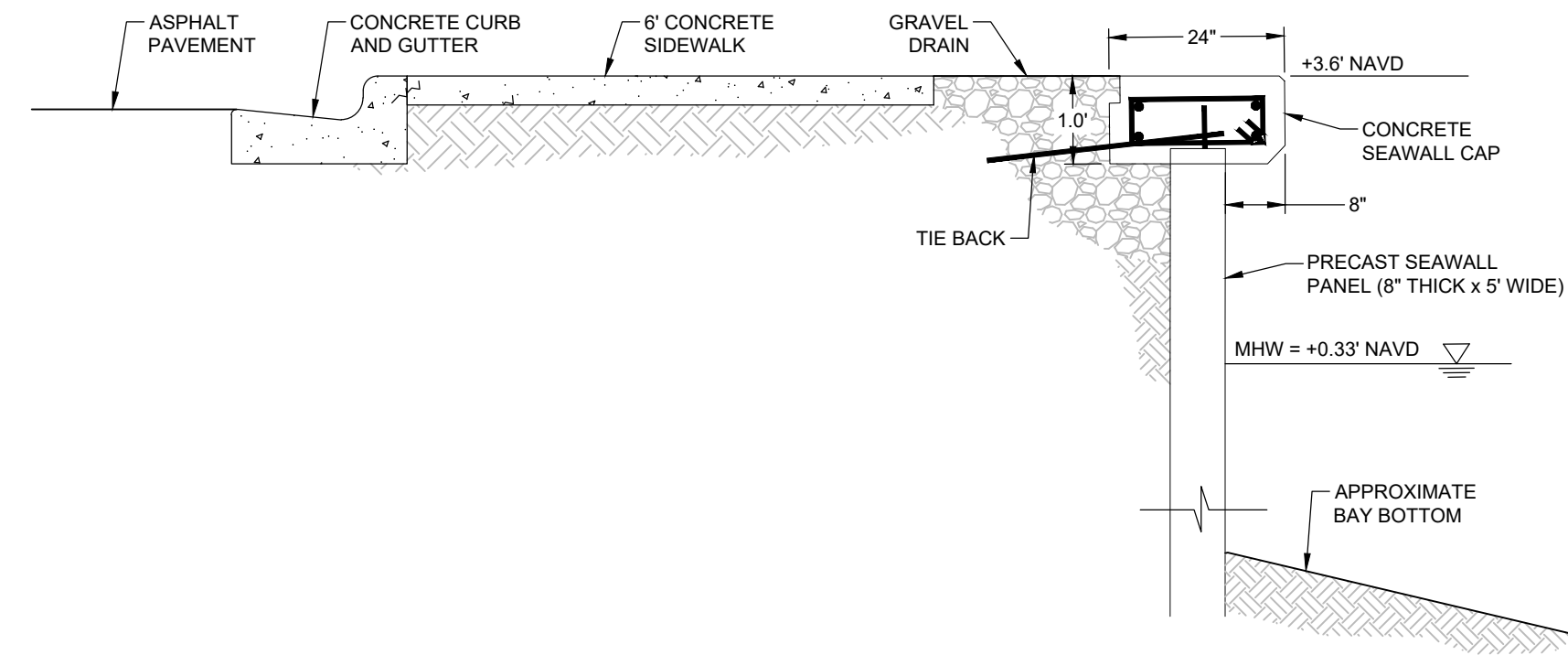
CLIENT:
COASTAL AND MARINE ENGINEERING
ENVIRONMENTAL SERVICES
GEOLOGICAL SERVICES
SURVEY AND MAPPING

PHONE: (239)643-2324
FAX: (239)643-1143
www.coastal-engineering.com
E-Mail: info@cecinc.com

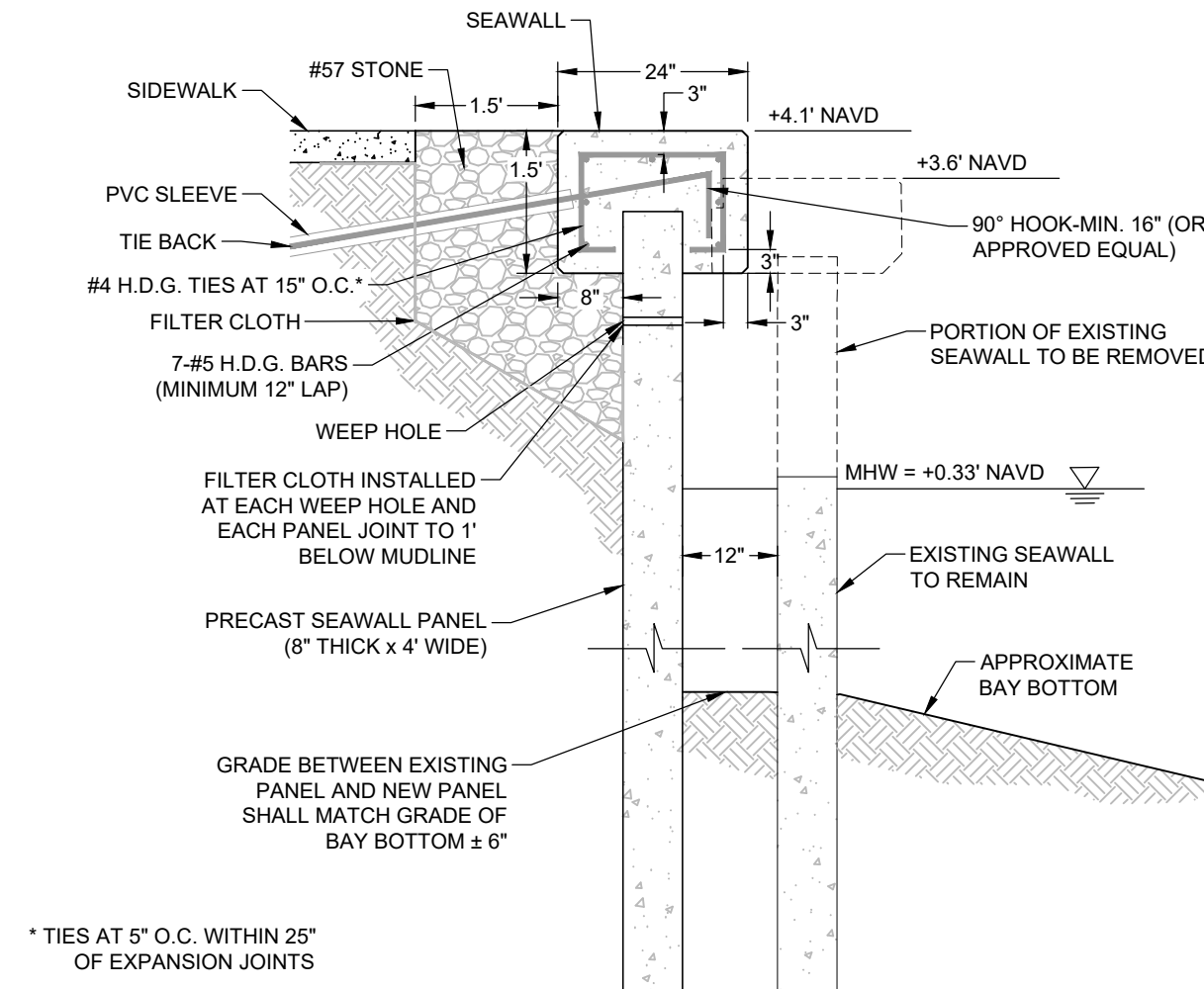
COASTAL
ENGINEERING
CONSULTANTS
INC.

Serving Florida Since 1977
28421 BONITA CROSSINGS BLVD.
BONITA SPRINGS, FLORIDA 34135

SHEET 3
FILE NO.: 21265-C-03



TYPICAL EXISTING SEAWALL SECTION
SCALE: 1" = 2'

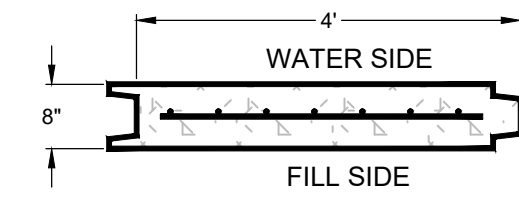


SEAWALL REPLACEMENT SECTION
SCALE: 1" = 2'

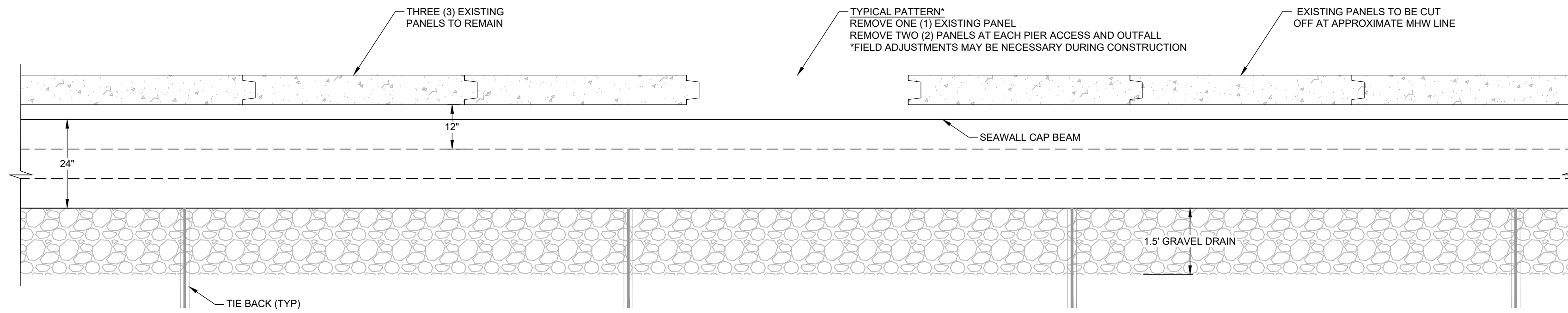
GRAVEL DRAIN NOTES

1. FILTER CLOTH SHALL BE WINFAB 2199 OR APPROVED EQUIVALENT.
2. PLACE A MINIMUM OF 12 INCHES OF FILTER CLOTH UNDER SIDEWALK SLAB.
3. TERMINATE FILTER CLOTH AT SEAWALL PANEL. DO NOT PLACE CLOTH VERTICALLY AGAINST BACKSIDE OF PANEL.
4. CLOTH SHALL HAVE A MINIMUM OVERLAP OF 3 FT AT SEAMS.
5. SLIT FILTER CLOTH FOR TIE RODS ABOVE RODS. OVERLAP WITH 3 FT WIDE SECTION OF CLOTH CENTERED OVER SLIT AND A MINIMUM OF 12 INCHES UNDER SIDEWALK SLAB.
6. SEE SHEET 6 FOR UTILITY CONDUIT INSTALLATION DETAILS.

* TIES AT 5" O.C. WITHIN 25" OF EXPANSION JOINTS



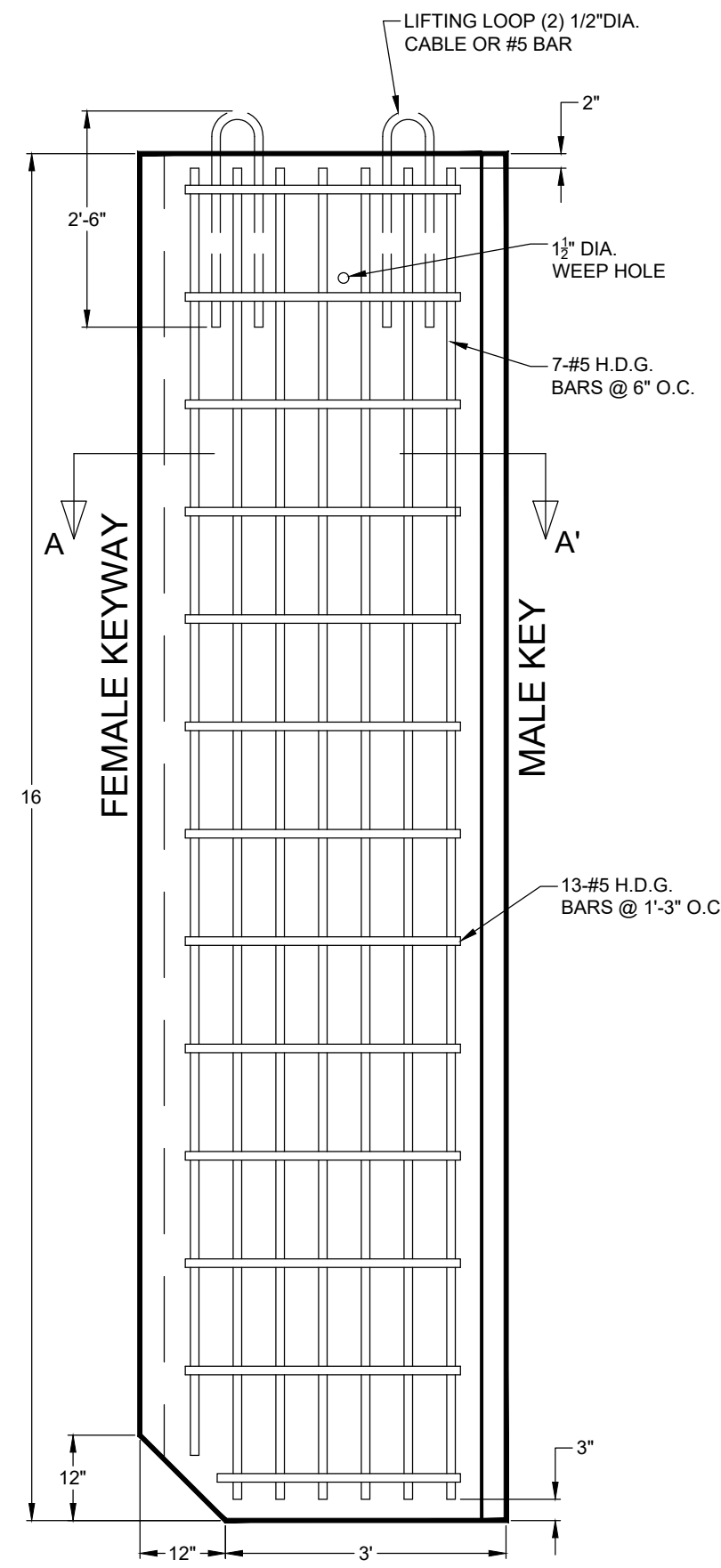
SECTION A - A'



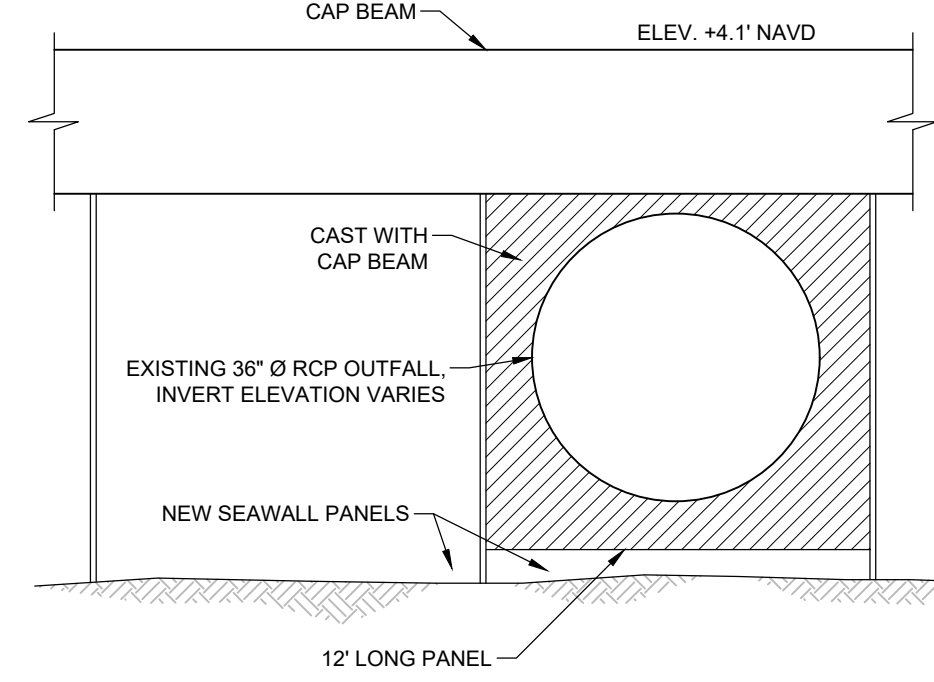
TYPICAL OUTLOT "E" SEAWALL REPLACEMENT PLAN VIEW
SCALE: 1" = 2'

NOTES

1. SEAWALL BETWEEN STATION 2+00 AND 3+80 HAS FAILED. PANELS ARE NOT IN PROPER ALIGNMENT.
2. PANELS SHALL BE REALIGNED, PLUMBED, AND CUT OFF AT APPROXIMATE MHW LINE.



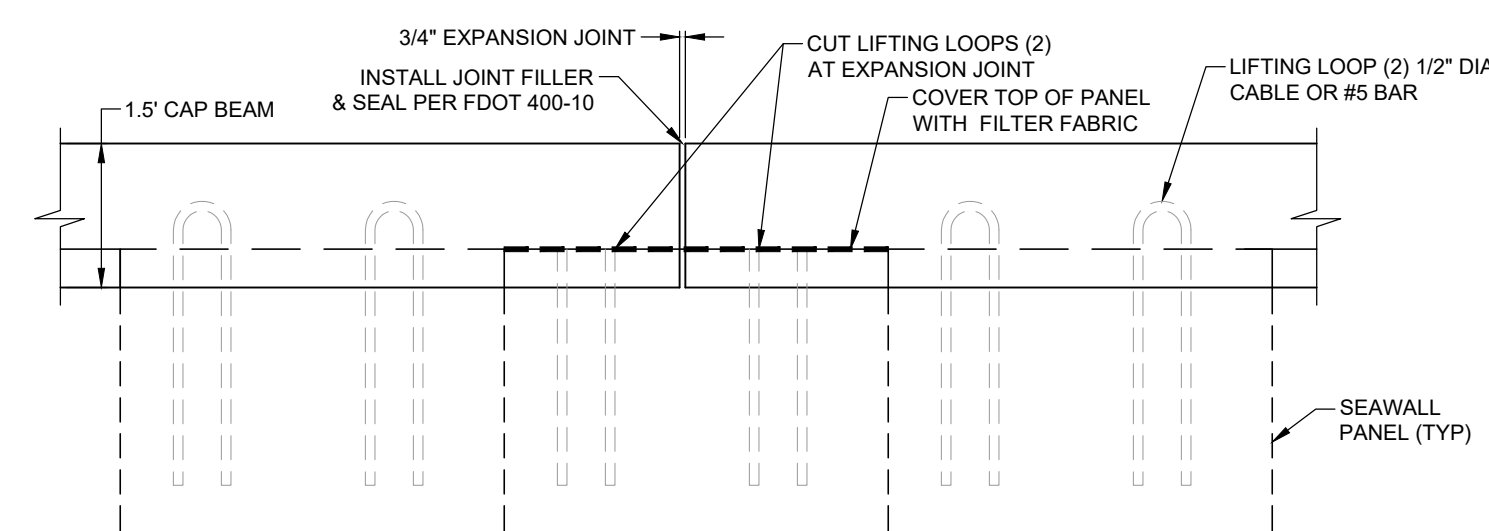
SEAWALL PANEL ELEVATION
SCALE: 1" = 2'



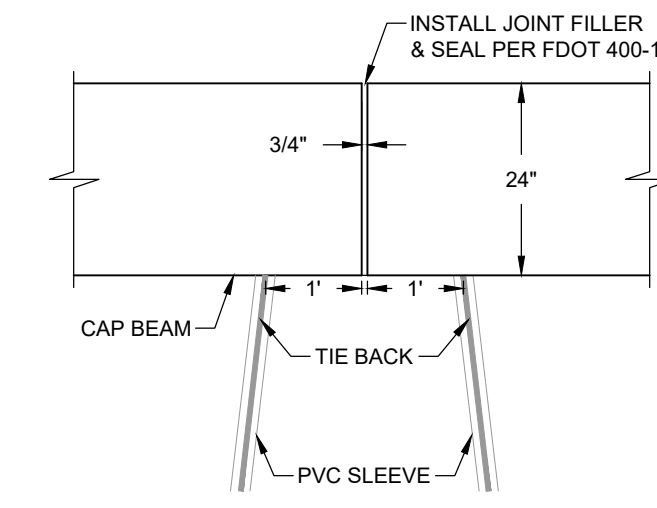
STORMWATER OUTFALL DETAIL
SCALE: 1" = 2'

STORMWATER OUTFALL PENETRATION NOTES

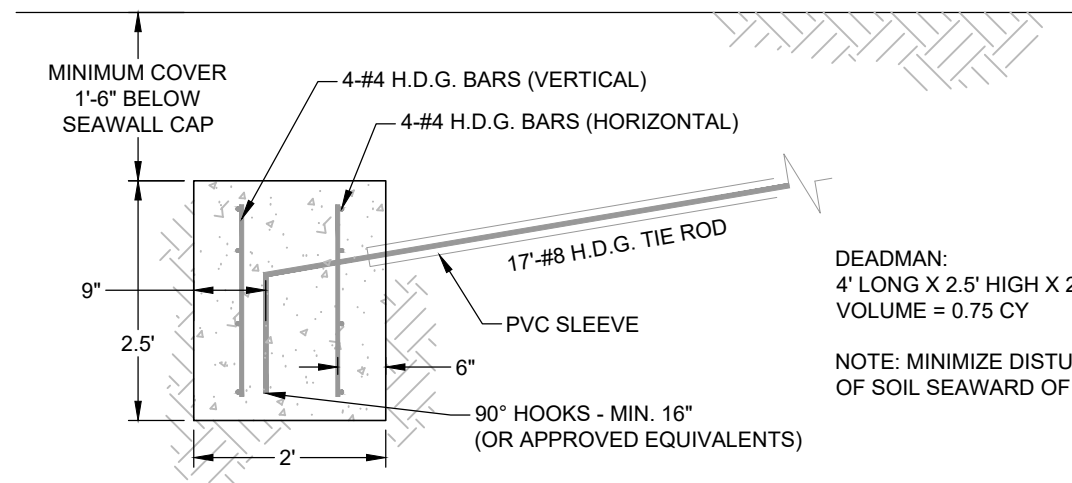
1. FIELD VERIFY TOP OF PIPE ELEVATION AT ALIGNMENT OF SEAWALL EXTENSION.
2. EXCAVATE AND REMOVE TERMINAL SECTIONS OF PIPE BACK TO SECOND JOINT FROM SEAWALL.
3. INSTALL NEW PANELS IN PROPOSED ALIGNMENT.
4. CUT NOTCH IN NEW PANEL(S) TO ACCOMMODATE VERTICAL AND HORIZONTAL ALIGNMENT OF PIPE. PROVIDE 6-INCH MINIMUM CLEARANCE BETWEEN PIPE AND PANEL CUT OUT.
5. REPLACE LAST TWO (2) PIPE SECTIONS AT SEAWALL PENETRATION. EXTEND END OF PIPE A MINIMUM OF 6 INCHES BEYOND OUTBOARD FACE OF SEAWALL PANEL. CLEAN AND LUBRICATE SPIGOT AND BELL ENDS OF ADJOINING PIPES PRIOR TO INSTALLING NEW JOINT GASKET. INSTALL NEW GASKET TO ENSURE TIGHT SEAL BETWEEN NEW TERMINAL PIPES AND EXISTING PIPE.
6. INSTALL CONCRETE JACKET AROUND NEW PIPE AND EXISTING PIPE JOINTS IN ACCORDANCE WITH FDOT INDEX 450-301.
7. ENSURE EXTERIOR SURFACE OF PIPE IS CLEAN AT SEAWALL PENETRATION.
8. APPLY SIKA LIQUIDWELD BONDING AGENT (OR APPROVED EQUIVALENT) TO EXISTING CONCRETE IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS ON ALL SURFACES REQUIRING BONDING TO NEW CONCRETE.
9. CONSTRUCT FORMWORK AROUND PIPE TO RE-CAST CUT OUT IN PANEL. CUT OUT SHALL BE POURED SIMULTANEOUSLY WITH CAP BEAM.
10. ENGINEER TO INSPECT PRIOR TO BACKFILLING AND POURING OF CONCRETE.



EXPANSION JOINT ELEVATION VIEW
SCALE: 1" = 2'



EXPANSION JOINT PLAN VIEW
SCALE: 1" = 2'



DEADMAN DETAIL
SCALE: 1" = 2'

OPTIONAL HELICAL ANCHOR TIE BACK SYSTEM

1 1/4" DIAMETER MID STRENGTH PISA HELICAL ANCHOR (OR APPROVED EQUAL) HOT DIPPED GALV. FINISH MINIMUM INSTALLATION TORQUE SHALL BE 2,400 FT. LBS. USE 1" DIAMETER HDG ALL THREAD.

NOTES

1. HELICAL ANCHORS MAY BE USED IN LIEU OF CONCRETE DEADMEN AS NECESSARY.
2. TIE BACK SPACING SHALL BE ON 8-FOOT CENTERS, UNLESS NOTED OTHERWISE.
3. HELICAL ANCHORS SHALL PENETRATE A MINIMUM OF 7 FEET INTO UNDISTURBED SOIL.
4. HELICAL ANCHORS SHALL EXTEND A MINIMUM OF 18 FEET LANDWARD OF CAP BEAM.
5. EXISTING TIE BACKS MAY BE CUT AND LEFT IN PLACE.
6. NEW TIE BACKS TO BE LOCATED BETWEEN EXISTING.

CITY OF NAPLES
GULF SHORE BOULEVARD NORTH
OUTLOT "E" SEAWALL REPLACEMENT
SEAWALL DETAILS

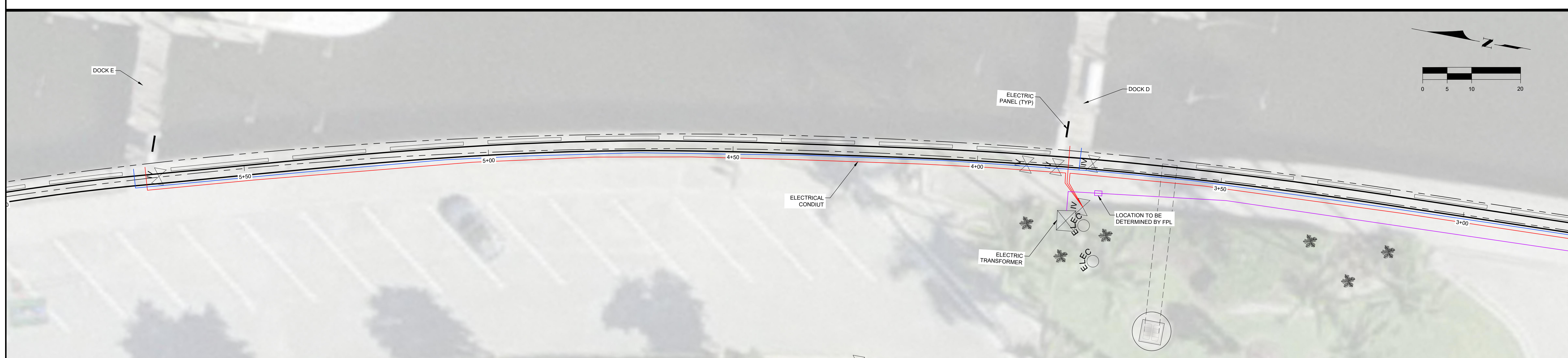
DATE: 2/15/2022 SCALE: AS NOTED
DRAWN: GVT F.B.
CHECKED: MAK P.G.
SEC. TWP. RING.
ACAD NO. 21265-C.dwg
REF. NO. 21,265

CLIENT: COASTAL AND MARINE ENGINEERING ENVIRONMENTAL SERVICES GEOLOGICAL SERVICES SURVEY AND MAPPING
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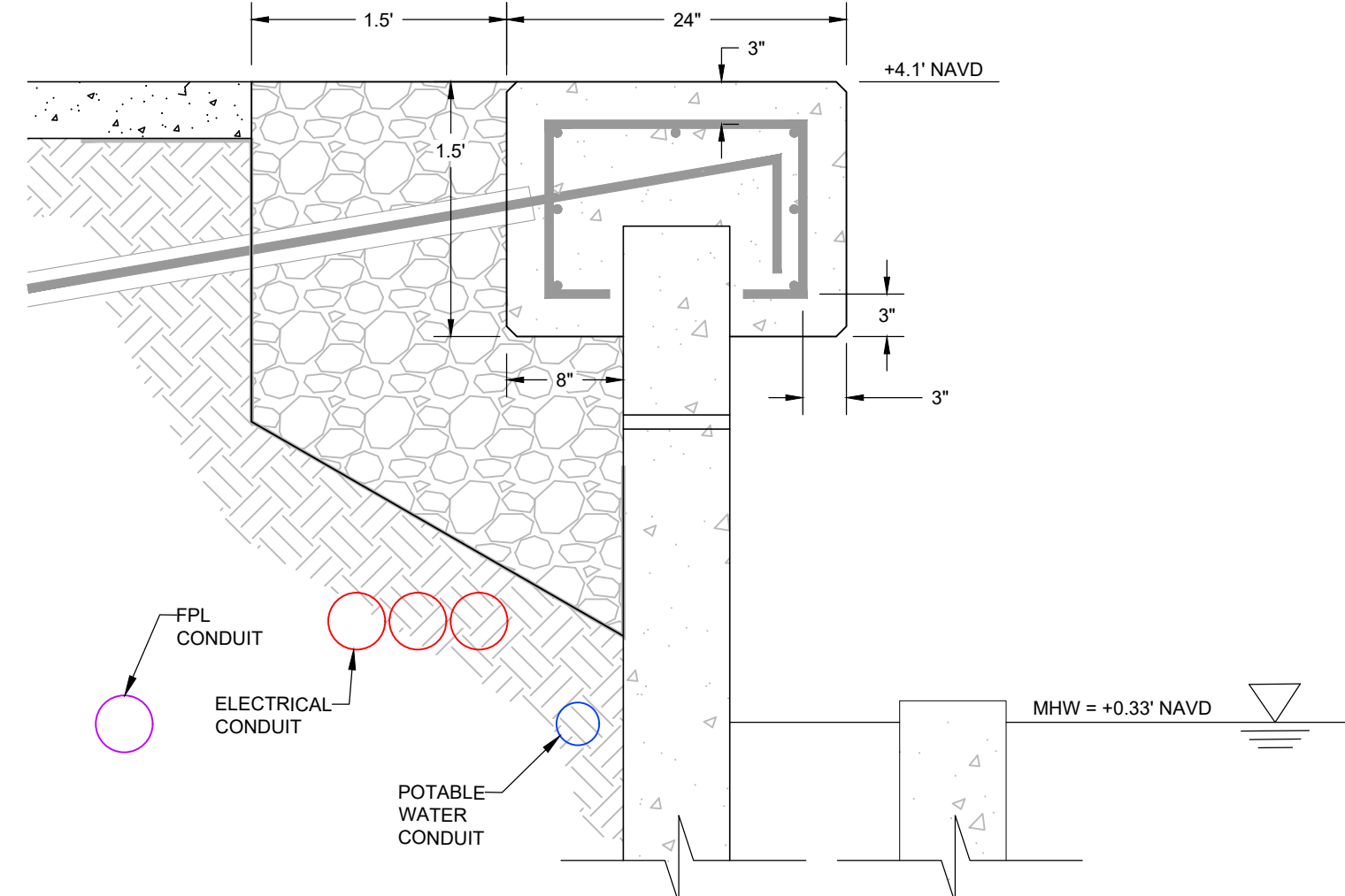
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BONITA SPRINGS, FLORIDA 34135

SHEET 4
FILE NO.: 21265-C-04

| NO. | DATE | BY | REVISION DESCRIPTION |
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| | | | |



UTILITY QUANTITY AND SIZES SHALL BE PROVIDED BY THA.



TYPICAL CONDUIT INSTALLATION DETAIL
SCALE: 1" = 2'

PLUMBING NOTES:

- POTABLE WATER SERVICE TO BE SHUT-OFF BY OTHERS.
- TEMPORARILY CAP SUPPLY LINE DURING SEAWALL CONSTRUCTION.
- PIPE MATERIAL AND SIZE TO BE PROVIDED BY THA.
- WATER LINES SHALL PENETRATE SEAWALL AT THE BASE OF EACH DOCK. TERMINATE AND CAP LINES A MINIMUM OF 3 FEET FROM FACE OF SEAWALL PANEL.
- REPLACEMENT VALVE TO PROVIDED BY THA.
- CONTRACTOR SHALL INSTALL THREE (3) BALL VALVES. LOCATION TO BE DETERMINED IN FIELD.
- CONTRACTOR SHALL CAP TERMINAL ENDS AND PRESSURE TEST IN ACCORDANCE WITH BUILDING CODE REQUIREMENTS PRIOR TO BACKFILLING.
- ALL CONDUIT SHALL BE TRENCHED PER APPLICABLE BUILDING CODES.
- CONTRACTOR SHALL SUPPLY APPROPRIATE SIZED POLYMER CONCRETE VALVE BOX IN ACCORDANCE WITH APPLICABLE BUILDING CODES. INSTALL FLUSH WITH GRAVEL FINISHED GRADE.
- ALL UTILITY PENETRATIONS THROUGH SEAWALL PANELS SHALL BE SEALED ON THE LANDWARD AND WATERWARD SIDE OF PANELS.

ELECTRICAL NOTES:

- CITY SHALL COORDINATE WITH DOCK OWNER TO TERMINATE ELECTRICAL POWER TO DOCKS.
- CONTRACTOR SHALL INSTALL CONDUIT FROM POWER METER TO CENTER LINE OF EACH DOCK.
- CONDUIT MATERIAL AND SIZE TO BE PROVIDED BY THA.
- CONDUIT SHALL PENETRATE SEAWALL AT THE BASE OF EACH DOCK. TERMINATE AND CAP CONDUIT A MINIMUM OF 2 FEET FROM FACE OF SEAWALL PANEL.
- ELECTRICAL SERVICE TO BE RESTORED BY OTHERS.
- ALL CONDUIT SHALL BE TRENCHED PER APPLICABLE BUILDING CODES.
- CONTRACTOR SHALL SUPPLY APPROPRIATE SIZED POLYMER CONCRETE JUNCTION BOX IN ACCORDANCE WITH APPLICABLE BUILDING CODES. INSTALL FLUSH WITH FINISHED GRADE.
- ALL UTILITY PENETRATIONS THROUGH SEAWALL PANELS SHALL BE SEALED ON THE LANDWARD AND WATERWARD SIDE OF PANELS.
- CODES AND STANDARDS: ALL ELECTRICAL WORK SHALL BE IN STRICT COMPLIANCE WITH OSHA REQUIREMENTS, THE 2020 NATIONAL ELECTRICAL CODE, THE LOCAL COUNTY ELECTRICAL CODE, NFPA 303 AND POWER COMPANY STANDARDS. ALL MATERIALS SHALL BE NEW AND FREE FROM DEFECTS, AND SHALL BEAR THE UNDERWRITER'S LABEL FOR ITS INTENDED USE.
- UTILITY PERMITS, FEES AND NOTICES: SECURE AND PAY FOR ALL REQUIRED BY THE WORK. PROVIDE FINAL INSPECTION CERTIFICATE(S) AS APPLICABLE.
- WORKMANSHIP SHALL MEET N.E.C.A. GUIDELINES.
- IF, THROUGH ERRORS OR OMISSIONS, THE INTENT OF THE OWNER OR ENGINEER WITH REGARD TO ANY DETAIL IS NOT CLEAR, OR IS CAPABLE OF MORE THAN ONE INTERPRETATION, SUCH MATTERS MUST BE BROUGHT TO THE ATTENTION OF THE ENGINEER IN WRITING BEFORE SUBMISSION OF BIDS, AND THE ENGINEER SHALL MAKE CORRECTION OR EXPLANATION IN WRITING. OTHERWISE, NO EXTRA CHARGE WILL BE ALLOWED FOR WORK OR MATERIAL WHICH OWNER WILL REQUIRE, PROVIDED THAT IT COMES WITHIN A REASONABLE INTERPRETATION OF DRAWINGS AND SPECIFICATIONS.
- PLANS AND SPECIFICATIONS ARE INTENDED AS A GENERAL DESCRIPTION OF WORK TO BE PERFORMED. ALL ITEMS NOT SPECIFICALLY MENTIONED OR SHOWN, BUT NECESSARY FOR COMPLETION OF THE INSTALLATION, SHALL BE FURNISHED AND INSTALLED BY THIS CONTRACTOR. CONTRACTOR SHALL THOROUGHLY ACQUAINT HIMSELF WITH PLANS BEFORE SUBMITTING HIS FINAL BID. NO ADDITIONAL COMPENSATION WILL BE ALLOWED DUE TO CONTRACTOR'S FAILURE TO FAMILIARIZE HIMSELF WITH PLANS OR SITE.
- ALL EXISTING CONDUCTORS, CONDUIT AND FIXTURES SHALL BE REMOVED AND DISPOSED OF BY CONTRACTOR UNLESS DIRECTED OTHERWISE BY CITY.
- IF APPLICABLE, CONTRACTOR SHALL INSPECT ALL EXISTING COMPONENTS AND FIXTURES ON DOCKS PRIOR TO REMOVAL OF FIRST SPAN OF DOCK. ANY DEFICIENCY FOUND SHALL BE REPORTED TO CITY IN WRITING.

| UTILITY SERVICE | | |
|-----------------|------------|---------------|
| DOCK | ELECTRICAL | PLUMBING |
| C | (3) 2" PVC | (1) 1.5" HDPE |
| D | (3) 2" PVC | (1) 1.5" HDPE |
| E | (3) 2" PVC | (1) 1.5" HDPE |

DATE: 2/15/2022 SCALE: AS NOTED
 DRAWN: GVT F.B.
 CHECKED: MAK PG.
 SEC. TWP. RNG.
 ACAD NO. 21265-C.dwg
 REF. NO. 21,265

CITY OF NAPLES
 GULF SHORE BOULEVARD NORTH
 OUTLOT "E" SEAWALL REPLACEMENT
 YACHT CLUB PIER UTILITIES

CLIENT: COASTAL AND MARINE ENGINEERING ENVIRONMENTAL SERVICES GEOLOGICAL SERVICES SURVEY AND MAPPING
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 28421 BONITA CROSSINGS BLVD.
 BONITA SPRINGS, FLORIDA 34135

SHEET 6
 FILE NO.: 21265-C-06

**CITY OF NAPLES
GULF SHORE BOULEVARD NORTH
OUTLOT “E” SEAWALL REPLACEMENT
CONSTRUCTION SPECIFICATIONS**

CS-1.0 SCOPE OF WORK

The WORK to be performed under the CONTRACT consists of furnishing all labor, equipment, supplies, materials, transportation, fuel, power and water, providing environmental protection, and performing all operations in connection with the Gulf Shore Boulevard North Outlot “E” Seawall Replacement Project.

The Project is located between 4500 and 4700 Gulf Shore Boulevard North, on the east side of Gulf Shore Boulevard North, in Naples, Florida in Venetian Bay, Class II Waters, Section 16, Township 49 South, Range 25 East, Collier County. Stringent turbidity avoidance and control requirements shall be met.

This WORK must be completed according to the CONTRACT documents within the time specified in the CONTRACT and within compliance with the conditions of the Federal, State and local permits. The CONTRACTOR is solely responsible for all construction means, methods, techniques, procedures, lay out, and the sequence of the WORK except as set forth in section “Order of Work”.

CS-2.0 BID SCHEDULE

All items listed on the Bid Schedule at the units shown, values of which shall be inclusive of all plant, labor, equipment, supplies, and shall also include all other items of overhead, profit, labor, material and any other costs incident to perform and complete all WORK specified herein.

CS-3.0 SUBMITTALS

CS-3.1 Work Plan

Prior to commencement of WORK the CONTRACTOR shall submit to the CITY and ENGINEER for approval, a WORK plan to cover all specified operations. The WORK plan shall include, but not be limited to, the means and methods to be employed to accomplish: construction access, staging, and restoration; offload sites; seawall demolition and reconstruction; utility removal and installation; parking lot resurfacing; stormwater improvements; material disposal; site restoration; turbidity controls; best management practices; storm emergency plan; health and safety plan; turbidity monitoring including personnel qualifications; endangered species protection plans and observer qualifications subject to approval by Permit agencies; environmental protection plan; pollution control plan; required shop drawings; and required manufacturers’ specifications and certifications. The Work Plan shall also include the Progress Schedule, Schedule of Values, Construction Sequence, and Order of Work. The CITY and ENGINEER shall review the WORK Plan and the CONTRACTOR shall make necessary revisions prior to acceptance of the WORK Plan.

CS-3.2 Notification of Discovery of Historical Sites

The CONTRACTOR shall immediately notify the CITY and ENGINEER if any shipwreck, artifact, treasure trove, or other objects of antiquity that have scientific or historical value, or are of interest to the public, are discovered, located, and/or recovered.

CS-3.3 Notice of Misplaced Material

The CONTRACTOR shall notify the U.S. Coast Guard and CITY of any misplaced material as outlined in section CS-14.0 MISPLACED MATERIAL.

CS-4.0 ORDER OF WORK

CS-4.1 Sequence

In general, the Order of WORK shall be as follows. Any changes in the Order of WORK must be submitted in writing and approved by the CITY and ENGINEER prior to initiation of the specific WORK activity.

- (1) Pre-construction submittals and notifications
- (2) Mobilize
- (3) Prepare construction access and staging areas
- (4) Install turbidity controls and best management practices
- (5) Stabilize existing structures
- (6) Mill pavement
- (7) Demolish and reconstruct seawall
- (8) Implement stormwater improvements
- (9) Restore utilities
- (10) Install pavement
- (11) Remove turbidity controls and related construction materials
- (12) Complete site restoration
- (13) Demobilize

CS-4.2 Time of Operations

The CONTRACTOR is allowed to conduct work activities during daylight hours Monday through Friday, excluding weekends and Holidays, at the CONTRACTOR's discretion, provided that the CONTRACTOR complies with all applicable labor laws. The CONTRACTOR may request in writing with minimum five (5) day notice to the CITY to conduct work on weekends. The CITY will review each request individually.

CS-4.3 Time of Completion

Upon award of the CONTRACT and issuance of a PO, it is the intent of the CITY to issue a preliminary Notice to Proceed (NTP) to the CONTRACTOR for submittal submissions and procurement of materials that may have a long lead time. Upon a mutually agreed to date, a construction NTP will be issued with substantial completion in **one hundred and five (105)** calendar days and final completion **twenty (20)** calendar days after substantial completion.

CS-5.0 PAYMENT

CS-5.1 Mobilization and Demobilization

Payment for the cost of mobilization and demobilization including construction access and restoration of construction access and staging area is included in this CONTRACT. Payment for all appropriate costs in connection therewith or incidental thereto, which shall also include all other items of cost required by the CONTRACT for which a separate payment is not provided for herein. This WORK shall be included in the applicable CONTRACT lump sum price for Bid Item "Mobilization and Demobilization." Fifty percent (50%) of the lump sum price for the seawall will be paid after commencement of seawall work. Fifty percent (50%) of the lump sum price for the upland site work will be paid after commencement of site work. The remaining fifty percent (50%) of each item will be included in the final payment for WORK under this CONTRACT.

In the event the CITY or ENGINEER considers that the amount in this item (50%), which represents mobilization, does not bear a reasonable relation to the cost of the WORK in this CONTRACT, the CITY may require the CONTRACTOR to produce cost data to justify this portion of the bid. Failure to justify such price to the satisfaction of the CITY will result in payment of actual mobilization costs, as determined by the CITY and ENGINEER at the completion of mobilization, and payment of the remainder of this item in the final payment under this CONTRACT. The determination of the CITY and ENGINEER is not subject to appeal.

CS-5.2 Seawall

Payment shall be made for materials and WORK specified in connection with the site preparation, stabilization of existing structures, demolition, and disposal of the construction debris at an approved off-site location; fabrication and installation of concrete panels and concrete testing; formwork, placement of reinforcing steel, installation of tie back system, installation of geotextile, casting of concrete cap beam and concrete testing; backfill, fill compaction, and grading; and, all other appropriate costs in connection therewith or incidental thereto this WORK shall be included in the applicable CONTRACT unit pricing for Bid Item "Seawall."

CS-5.3 Earthwork

Payment shall be made for materials and WORK specified in connection with the site preparation, stabilization of existing structures, demolition, and disposal of the construction debris at an approved off-site location, asphalt milling, removal of concrete sidewalk and curbing, restoration of irrigation, grading, geotechnical testing, sod, maintenance of traffic, surveying and all other appropriate costs in connection therewith or incidental thereto. This WORK shall be included in the applicable CONTRACT unit pricing for Bid Item "Earthwork."

CS-5.4 Pavement

Payment shall be made for materials and WORK specified in connection with installation of pavement, signing, striping, sidewalks, curbs and all other appropriate costs in connection therewith or incidental thereto. This WORK shall be included in the applicable CONTRACT unit pricing for Bid Item "Pavement."

CS-5.5 Drainage

Payment shall be made for materials and WORK specified in connection with the installation/modification of pipe and inlet structures, and all other appropriate costs in connection therewith or incidental thereto. This WORK shall be included in the applicable CONTRACT unit pricing for Bid Item “Drainage.”

CS-5.6 Environmental Protection Measures

Payment shall be made for materials and WORK specified in connection with installation and maintenance of turbidity controls; best management practices; turbidity monitoring; implementing state and federal endangered and threatened species protection conditions; implementing habitat and resource protection measures; environmental permit compliance; and all other appropriate costs in connection therewith or incidental thereto. This WORK shall be included in the applicable CONTRACT lump sum price for Bid Item “Environmental Protection Measures.”

CS-5.7 Optional Items

Payment shall be made for materials and WORK specified in connection with dock modifications, utility conduit restoration and all other appropriate costs in connection therewith or incidental thereto. The CITY may select all, none or any combination of these items as applicable. This WORK shall be included in the applicable CONTRACT unit pricing for Bid Item “Optional Items.”

CS-6.0 WORK AREA

CS-6.1 Limits of Construction

Areas in the vicinity of the Project area contain sensitive environmental habitats such as seagrass beds, mangroves, and oyster beds. The CONTRACTOR shall avoid these habitats and is responsible for environmental protection. All WORK must be confined to the CONTRACTOR's WORK area as shown on the CONTRACT Plans. No plant or equipment may operate or transit outside those areas. All construction areas shall be restored to pre-construction conditions, or better as part of demobilization.

CS-6.2 Security

The CONTRACTOR is permitted to exclude the public from his WORK area as necessary to perform the WORK and to operate in accordance with the General Conditions of the CONTRACT. Enforcement shall be the CONTRACTOR's responsibility at no additional cost to the CITY. The enforcement shall be coordinated with local enforcement agencies and will be subject to approval of the CITY.

CS-6.3 Construction Access

The temporary construction access and staging areas for the WORK are shown on the CONTRACT Plans. Procurement of any additional access routes for ingress and egress to the

construction area shall be obtained by and at the expense of the CONTRACTOR. The CONTRACTOR shall confine his plant, equipment, materials, and operations of personnel to areas permitted by law, ordinances, permits and the requirements of the CONTRACT Documents, and shall not unreasonably encumber the premises with plant, equipment, and materials. The CONTRACTOR must control noise and must control wind-blown sand, silt and dust while using the accesses. The CONTRACTOR is responsible for preparation and restoration of the access areas. The CONTRACTOR is required to submit a construction access and staging plan including restoration measures prior to their usage. The costs for, but not limited to, earthwork, grading, signage, fencing, walls, guardrails, curbing, paving, stairways, and vegetation removal and reinstallation, along with removal and installation of any other facilities are included in the lump sum price for Bid Item "Mobilization and Demobilization". Disposal of any cleared vegetation, debris and rubbish shall be in a manner acceptable to the CITY and ENGINEER.

CS-6.4 Protection of Existing Facilities

During all phases of the WORK including but not limited to staging, construction access, construction, and site restoration, the CONTRACTOR shall implement best management practices to protect and stabilize the existing facilities within and adjacent to the WORK Area and to prevent damage thereto by the CONTRACTOR's operations. Where existing facilities are damaged, they shall be immediately repaired in conformance with the best construction standards of practice.

CS-6.5 Noise

The CONTRACTOR shall conduct their operations so as to comply with all Federal, State, and local laws pertaining to noise. The CONTRACTOR shall use a decibel meter and keep records as necessary to verify the WORK is being conducted accordingly.

CS-6.6 Existing Utilities

It shall be the responsibility of the CONTRACTOR to acquaint themselves with the exact location of existing underground structures and utilities and to avoid conflict with all existing facilities. The CONTRACTOR shall be responsible for notifying, in writing and in advance of construction activities, the CITY and ENGINEER and all government and private agencies and entities that may have an area of responsibility, jurisdiction or involvement for any items of WORK being constructed, or who shall assume responsibility for the items after construction. This list of agencies and entities shall include, but is not limited to:

- a. Florida Power and Light
- b. Sprint / Comcast
- c. TECO
- d. City of Naples

These agencies require a minimum of 48 hour written notice of activities within their jurisdiction. The CONTRACTOR shall also call Sunshine 811 before beginning any WORK at the WORK area.

Protection of all utilities shall be the responsibility of the CONTRACTOR who shall provide adequate protection to maintain proper service. The CONTRACTOR is to include within

its line item bid prices, the costs to protect, and/or support, all underground utilities which may be in conflict with the construction of this Project. Attention is called to the Florida Underground Facility Damage Prevention and Safety Act, Chapter 556, Florida Statutes. This act provides for a one-call center charged with helping prevent damages to underground utilities.

Any expense of utility repair or other damage caused by the CONTRACTOR's operations shall be borne by the CONTRACTOR. Where existing utilities are damaged, they shall be immediately repaired by the CONTRACTOR in accordance with the requirements of the government, private agencies, and entities that may have an area of responsibility, jurisdiction or involvement for the utilities. If the owner of the utility elects to make such repairs with his own forces, the CONTRACTOR shall make sure that specific arrangements are made to protect the CITY from all damages. Where such conflicts are unavoidable, every effort shall be made to construct the WORK to cause as little interference as possible with the services rendered by the structure disturbed.

CS-7.0 CONTRACTOR'S PLANT AND EQUIPMENT

The CONTRACTOR agrees to keep on the job sufficient plant and equipment to meet the requirements of the WORK. The plant and equipment shall be in satisfactory operating condition and capable of safely and efficiently performing the WORK as set forth in the specifications and the plant shall be subject to access by the CITY and ENGINEER at all times. The Plant and Equipment to be utilized by the CONTRACTOR shall be submitted by the CONTRACTOR with their Bid. The Plant listed on the Plant and Equipment Schedule is the minimum which the CONTRACTOR agrees to place on the job unless otherwise determined by the CITY and its listing thereon is not to be construed as an agreement on the part of the CITY that it is adequate for the performance of the WORK. No reduction in the capacity of the Plant employed on the WORK shall be made except by written permission of the CITY. The measure of the "Capacity of the Plant", shall be its actual performance on the WORK to which these Specifications apply.

CS-8.0 TRANSPORTATION FACILITIES

The CONTRACTOR shall make his own investigation of available roads or other means of conveyance for transportation, load limits for bridges, barges and roads, and other road or waterside conditions affecting the transportation of all equipment to the site.

CS-9.0 WATER, SEWER, AND ELECTRIC

The responsibility shall be upon the CONTRACTOR to provide and maintain, at his own expense, an adequate supply of water for his use for construction, and to install and maintain necessary supply connections and piping for same, and necessary portable sanitary facilities but only at such locations and in such manner as may be approved by the CITY and ENGINEER. In the event water is made available by the CITY, the CONTRACTOR shall, at his own expense, install a meter to determine the amount of water used by him and such water will be paid for by, or charged to, the CONTRACTOR at prevailing rates. All electric current required by the CONTRACTOR shall be furnished at his own expense. All temporary lines will be furnished, installed, connected, and maintained by the CONTRACTOR in a workmanlike manner satisfactory to the CITY and

ENGINEER and shall be removed by the CONTRACTOR in like manner at his expense prior to completion of the construction and final acceptance.

CS-10.0 TIMBER

CS-10.1 General

The CONTRACTOR shall construct the timber components in accordance with the CONTRACT Plans and these Specifications.

CS-10.1.1 Timber Treatment

The work specified in this Section is the treating of timber piling, timber posts, and structural timber. The method of treatment for all such timber materials shall be in accordance with American Association of State Highway and Transportation Officials (AASHTO) M 133, American Section of the International Association for Testing Materials (ASTM) D 25 and D 1143, or American Wood Protection Association (AWPA) Use Category Standard (UCS) – U1, with a use category of UC5C, exceptions and additions as specified herein.

CS-10.1.2 Penetration Requirements.

- a) For Structural Timber: The penetration of the treatment shall be in accordance with the applicable AWPA standards, with the exceptions as specified herein.
- b) For Round Piles and Posts: Any round pile or post, which does not show complete sapwood penetration will be rejected or shall be retreated to meet such penetration requirement.
- c) Retreatment: The necessity for retreatment of structural timber, piling and posts shall be avoided as far as practicable and if it becomes apparent that due measures are not being taken to prevent such necessity, the acceptance of retreated materials may be withdrawn. When retreatment is necessary the maximum limits for temperature of steam or preservative, and for preservative pressure, which apply to the original treatment shall not be exceeded during the retreatment.
- d) Handling Salt Treated Piling: In handling of piles that have been treated with chromated copper arsenate or ammoniacal copper arsenate, cable slings shall be used. Mechanical grabbers or pointed tools shall not be permitted. Rough or careless handling shall be avoided at all times.

CS-10.2 Wood Marine Piling

Identification of Treating Plants for Round Piling: The treating plant shall brand, or place a distinctive permanent mark, on each round pile, approximately 6 feet from the butt end, such that the plant responsible for the treatment can be readily determined at any time during the service life of the piling.

CS-10.2.1 Submittals

The CONTRACTOR shall submit the following Manufacturer's Catalog Data: driving equipment, driving helmet, pile shoes, and cushion block; and certificates: driving hammer and timber piles.

CS-10.2.2 Quality Assurance

The CONTRACTOR shall be responsible for the quality of treated wood products. The CONTRACTOR shall provide the CITY and ENGINEER with the inspection report of an independent inspection agency, approved by the CITY and ENGINEER that offers products that comply with applicable AWPA standards. The AWPA or the Quality Mark of an equivalent inspection organization on each pile will be accepted, in lieu of inspection reports, as evidence of compliance with applicable AWPA treatment standards. The CONTRACTOR shall store piles in accordance with AWPA.

CS-10.2.3 Products

The CONTRACTOR shall provide Douglas Fir or Southern Pine clean-peeled piles conforming to ASTM D 25. Minimum butt circumference measured at 3 feet from the butt shall be 31 inches. Piles shall be in one piece. Splices will not be permitted. Each treated pile shall be branded by the producer, in accordance with AWPA. The piles shall be treated by the full-cell pressure process in accordance with AWPA – U1 UC5C for marine piling with waterborne preservatives chromated copper arsenate (CCA) and a retention of 2.5 pounds per cubic foot. Sawn timber piles (posts) shall be treated with CCA and have a retention of 0.80 pounds per cubic foot.

CS-10.2.4 Installation

The CONTRACTOR shall inspect the piles when delivered and when in the leads immediately before driving. The piles shall be cut at cutoff grade with pneumatic tools by sawing or other approved method. Where required, the CONTRACTOR shall provide bolt holes that will ensure a driving fit.

CS-10.2.4.1 Driving Piles

When driving piles, the CONTRACTOR shall operate the hammer at the manufacturer's rated speed, drive the piles without interruption indicated tip elevation to reach a driving resistance and minimum depth of penetration in accordance with the manufacturer's schedule, drive piles with same hammer, cushion, or cap block, and using the same operating conditions as test piles. If, in driving, it is found that a pile is not of sufficient length to give the capacity specified, the CONTRACTOR shall notify the CITY and ENGINEER, who will determine the corrective procedure to be followed.

CS-10.2.4.2 Driving Equipment

The CONTRACTOR shall select and use a pile hammer of sufficient weight and energy to install the specified pile without damage into the soils as indicated, and place driving helmet, or cap and cushion block combination capable of protecting the head of the pile between tip of pile and the ram to prevent impact damage to pile. If the block is damaged, split, highly compressed, charred or burned, or has become spongy or deteriorated; the CONTRACTOR shall replace it with a new block. The helmet or block shall uniformly transmit energy to pile with a minimum loss of energy.

CS-10.2.4.3 Tolerances in Driving Bearing Piles

At the cutoff elevation, the butts shall be within 6 inches of the location indicated. Manipulation to move the pile into position shall be permitted only within the aforementioned tolerance to return the pile to the design location. However, the piles shall not be manipulated more than 1.5 percent of the exposed length above the ground mudline surface. A variation of not more than ¼ inch per foot of pile length from the vertical for plumb piles shall be permitted. The CONTRACTOR shall remove and replace with new piles those damaged, misplaced, driven below the design cutoff, or driven out of alignment, or provide additional piles, driven as directed.

CS-10.2.4.4 Records

The CONTRACTOR shall keep a complete and accurate record of each pile driven indicating the pile location, deviations from design locations, diameter, original length, mudline elevation, tip elevation, cutoff elevation, penetration in blows per foot for entire length of penetration for test piles, penetration in blows per foot for the last five feet for job piles, hammer data including rate of operation, make, and size, and unusual pile behavior or circumstances experienced during driving such as re-driving, heaving, weaving, obstructions, predrilling, and unanticipated interruptions. The CONTRACTOR shall provide the pile driving records to the CITY and ENGINEER a maximum of 24 hours after each day of pile driving.

CS-10.2.5 Jetting of Piles

The CONTRACTOR may use water jets in driving provided that jetting is discontinued when the pile tip is approximately five feet above the indicated pile tip elevation and the pile is driven the final five feet of penetration.

CS-10.2.6 Protection of Piles

The CONTRACTOR shall square the heads and tips of piles to the driving axis, laterally support the piles during driving, and not unduly restrain piles from rotation in the leads. Swinging leads shall not be permitted. Where pile orientation is essential, the CONTRACTOR shall take precautionary measures to maintain the orientation during driving. The CONTRACTOR shall handle, protect, and field treat piles in accordance with AWPA.

CS-10.2.7 Pile Inspection

When the CITY and ENGINEER'S inspections result in product rejection, the CONTRACTOR shall promptly segregate and remove the rejected material from the premises.

CS-10.3 Timberwork

CS-10.3.1 Submittals

The CONTRACTOR shall submit the inspection report of an independent inspection agency, for approval by the CITY and ENGINEER that offered products complying with applicable AWPA Standards.

The AWPA Quality mark or equivalent quality mark, on each piece will be accepted, in lieu of inspection reports, as evidence of compliance with applicable AWPA treatment standards.

The CONTRACTOR shall field inspect and submit a verification list to the CITY and ENGINEER of each treated timber member and each strapped bundle of treated lumber indicating the wording and lettering of the quality control markings, the species and the condition of the wood. The CONTRACTOR shall not incorporate materials damaged in transport from the manufacturer/supplier to the WORK area.

CS-10.3.2 Delivery and Storage

The CONTRACTOR shall open-stack untreated timber and lumber material on skids at least 12 inches aboveground, in a manner that will prevent warping and allow shedding of water; close-stack treated timber and lumber material in a manner that will prevent long timbers or pre-framed material from sagging or becoming crooked; keep ground under and within five feet of such piles free of weeds, rubbish, and combustible materials; protect materials from weather; handle treated timber with ropes or chain slings without dropping, breaking outer fibers, bruising, or penetrating surface with tools; protect timber and hardware from damage; and shall not use cant dogs, peaveys, hooks, or pike poles.

CS-10.3.3 Materials

CS-10.3.3.1 Lumber and Timbers

The CONTRACTOR shall provide solid sawn lumber and timbers of stress-rated Southern Pine or Fir-Larch with a visual grade No. 1 or higher for all structural and nonstructural members to include knees, cross bracing, caps, clamps, stringers, stanchions, decking, and handrails.

Lumber and timber grade marks should be from a recognized association or independent inspection agency using the specific grading requirements of an association recognized as covering the species used. The association or independent inspection agency shall be certified by the Board of Review, American Lumber Standards Committee, to grade the species used.

Preservative treatment shall be with waterborne preservative in accordance with AWWA as follows:

| Timbers | AWPA Use Category | Preservative | Retention (pcf) |
|-----------------------------------|--------------------------|---|------------------------|
| Cross brace, knee, cap, and clamp | UC5C | Chromated Copper Arsenic (CCA) | 2.5 |
| Stringer and stanchion | UC4C | Chromated Copper Arsenic (CCA) | 0.6 |
| Decking and handrails | UC4C | Alkaline Copper Quaternary (ACQ) or Copper Azole (CA) | 0.6 0.3 |

Each piece of treated timber or lumber shall be branded, by the manufacturer, in accordance with AWWA. The CONTRACTOR shall be responsible for the quality of treated wood products.

CS-10.3.3.2 Hardware

The CONTRACTOR shall provide bolts with necessary nuts and washers, timber connectors, drift pins, dowels, nails, screws, spikes, and other fastenings. The bolts and nuts shall conform to ASTM F593 and F594. The CONTRACTOR shall provide plate or cut washers where indicated; provide bolts with washers under nut and head; provide timber connectors and other metal fastenings of type and size shown; and provide 304 alloy stainless steel hardware unless specified otherwise on CONTRACT Plans. Railing and decking shall be fastened with 304 alloy stainless steel #10 star or square pan-head composite deck screws.

CS-10.3.4 Construction

The CONTRACTOR shall cut, bevel, and face timbers prior to plant preservative treatment and provide protective equipment for personnel fabricating, field treating, or handling materials treated with creosote or water-borne salts.

CS-10.3.4.1 Framing

The CONTRACTOR shall cut and frame lumber and timber so that joints will fit over contact surface, and secure timbers and piles in alignment. Open joints are unacceptable. Shimming is not allowed. The CONTRACTOR shall bore holes for drift pins and dowels with a bit 1/16 inch less in diameter than the pin or dowel, bore holes for truss rods or bolts with a bit 1/16 inch larger in diameter than rod or bolt, bore holes for lag screws in two parts, make lead hole for shank the same diameter as shank, make lead hole for the threaded portion approximately two-thirds of the shank diameter, bore holes in small timbers for bolt or wire spikes with a bit of the same diameter or smallest dimension of the spike to prevent splitting, and counterbore for countersinking wherever smooth faces are specified.

CS-10.3.4.2 Railing

The CONTRACTOR shall make the railing of a single thickness of the plank supported by posts. Unless otherwise indicated, the CONTRACTOR shall hang the rails with tight joints. The CONTRACTOR shall fasten each plank with at least two screws, provide screws at least 1½ inches greater than the thickness of the plank, place screws at least 1½ inches from edges of the plank, cut ends of planks parallel to center line of the post.

CS-10.3.4.3 Fastening

Vertical bolts shall have nuts on the lower end. Where bolts are used to fasten timber to timber, timber to concrete, or timber to steel, the CONTRACTOR shall bolt members together when they are installed and retighten immediately prior to final acceptance. The CONTRACTOR shall provide bolts having sufficient additional threading to provide at least 3/8 inch per foot thickness of timber for future retightening, provide timber connectors of types indicated, install split-ring and shear-plate connectors in pre-cut grooves of the dimensions as recommended by the manufacturer, force toothed-ring and spike-grid connectors and clamping plates into the contact surfaces of timbers joined by means of proper pressure tools, and at the joints, embed connectors of these types simultaneously and uniformly.

CS-10.3.4.4 Field Treatment

In accordance with AWPAs, immediately after pile tops are cut off and prior to placement of the pile cap, the CONTRACTOR shall protect the pile top with several heavy applications of

the same preservative used to treat the pile, or else water based copper naphthenate solutions containing a minimum of 5 percent copper metal may be used. The CONTRACTOR shall seal ends with a heavy application of coal-tar pitch or other appropriate sealer.

The CONTRACTOR shall field treat cuts, holes, bevels, notches, refacing and abrasions made in the field in treated piles or timbers with based copper naphthenate solution containing a minimum of 5 percent copper metal in accordance with AWWA; trim cuts and abrasions before field treatment; paint depressions or openings around bolt holes, joints, or gaps including recesses formed by counter boring with preservative treatment used for piles or timber.

CS-11.0 CONCRETE

CS-11.1 Description

Construct concrete structures and other concrete members, with the exception of incidental concrete construction (which are specified in other Sections). Refer to FDOT Section 450 for prestressed construction requirements additional to the requirements of this Section.

CS-11.2 Materials

Meet the following FDOT requirements:

| | |
|-------------------------------|----------------------|
| Concrete | Sections 346 and 347 |
| Reinforcing Steel | Section 415 |
| Curing Materials | *Section 925 |
| Epoxy Bonding Compounds | Section 926 |
| Joint Materials | Section 932 |

* The ENGINEER will allow clean sand and sawdust for certain curing, when and as specified.

CS-11.3 Submittals

Furnish the following:

1. Complete data on the concrete mix in accordance with ASTM C94, Alternate 3.
2. Ready mix delivery tickets for each truck with the following information:
 - a. Name of concrete firm.
 - b. Serial number of ticket.
 - c. Date.
 - d. Truck number.
 - e. Specific class of concrete.
 - f. Amount of concrete.
 - g. Time loaded.
 - h. Water added.
 - i. Time unloaded.

CS-11.4 Concrete

CS-11.4.1 Structural Concrete

- A. Ready-mixed meeting ASTM C-94 and these Specifications.

- B. Portland Cement: Type II with microsilica (min. 50 lbs) and fly ash. Minimum cement content shall be 700 pounds per cubic yard with a maximum water-cement ratio of 0.44.
- C. Mix Design:
 - 1. Minimum Allowable 28-Day Compressive Field Strength: 5,000 psi when cured and tested in accordance with ASTM C-31 and C-39.
 - 2. Coarse Aggregate Size: $\frac{3}{4}$ inch. Other aggregate gradations must be submitted for review and approved in writing before use on the project.
 - 3. Slump Range: 5 inches \pm 1 inch.
 - 4. Air Entrainment: 4 percent by volume.
- D. Mixing: Minimum 70 and maximum 270 revolutions of mixing drum. Nonagitating equipment is not allowed. Concrete shall be placed within 1½ hours after the cement has been added to the mix.
- E. CONTRACTOR shall coordinate and schedule concrete sampling and testing with an independent testing laboratory in accordance standard FDOT test methods for each batch of concrete.

CS-11.5 Falsework

CS-11.5.1 Plans

The CONTRACTOR shall furnish detailed plans for falsework for review and approval by the CITY and ENGINEER. The CONTRACTOR is responsible for results he obtains by using these plans.

CS-11.5.2 Design and Erection

Design and construct all falsework to provide the necessary rigidity and to support the loads without appreciable settlement or deformation. Use screw jacks or hardwood wedges to take up any settlement in the framework, either before or during the placing of concrete. If any weakness develops and the centering shows undue settlement or distortion, stop the work, remove any masonry affected, and strengthen the falsework before resuming work. Support falsework which cannot be founded on a satisfactory footing on piling. Space, drive, and remove the piling in an approved manner.

CS-11.5.3 Camber

Provide camber to correct for settlement and deflection of falsework.

CS-11.6 Forms

CS-11.6.1 General

Provide forms, either of wood or metal, as follows: (a) externally secured and braced where feasible; (b) substantial and unyielding; (c) of adequate strength to contain the concrete without bulging between supports and without apparent deviation from the neat lines, contours, and shapes shown in the plans. Design forms to withstand the additional forces of vibration without apparent deviation from the desired shape or position. Assemble forms to be mortar tight. If using lumber forms, construct them of dressed wood of uniform thickness. Use form liners on wooden forms where FDOT Class 3 surface finish is specified. Construct assembled

forms to render a concrete surface of smooth, uniform finish. Make provisions to remove forms without injury to concrete surfaces. Remove blocks and bracing with the forms, and do not leave any portion of the forms in the concrete.

CS-11.6.2 Inspection and Approval

Do not place concrete in a form until the form has been inspected and approved by ENGINEER. Although the ENGINEER inspects and approves the forms, the CONTRACTOR is responsible for obtaining satisfactory concrete surfaces, free from warping, bulging, or other objectionable defects. Pay special attention to the ties and bracing. Where the forms appear to be insufficiently braced or unsatisfactorily built, stop and correct defects to the satisfaction of the ENGINEER.

CS-11.6.3 Non-metallic Form Materials

Lumber: For all surfaces, use lumber that is not less than $\frac{3}{4}$ inches in thickness, dressed, and free of knot holes, loose knots, cracks, splits, warps, and other defects. Proportion the spacing of studs, joists, and wales to exclude warps and bulges and to produce true and accurate concrete surfaces. Only use structurally sound lumber.

Form Liners: Use form liners of durable, abrasion resistant materials that are unaffected by water. Use liners with a hard surface texture capable of rendering concrete surfaces of a smooth, uniform texture, without grain marks, patterns, or blemishes. Use form liner material of sufficient thickness to eliminate the reflection of irregularities, undesirable patterns, and marks from the forms to the surfaces. Replace liners as necessary to produce a consistent concrete surface texture. Use form liners in large sheets and with true, tight-fitted joints. Obtain the ENGINEER's approval of the layout of sheets. Do not use patch work and do not illogically locate the joints. Use liner material of the same stock throughout.

Plywood: The CONTRACTOR may use plywood of not less than $\frac{5}{8}$ inches in thickness manufactured with waterproof glue or protected with an approved impervious coating. Do not use pieces with bulged plies or raveled, untrue edges.

CS-11.6.4 Special Requirements

Re-entrant Angles: Use chamfered forms for re-entrant angles and use filleted forms for corners. Use chamfers and fillets that are $\frac{3}{4}$ inch by $\frac{3}{4}$ inch and are mill-dressed on all sides to uniform dimensions.

CS-11.6.5 Form Alignment, Bracing, and Ties

Construct forms in such manner that they may be adequately secured for alignment, shape, and grade. Use bracing systems, ties, and anchorages that are substantial and sufficient to ensure against apparent deviation from shape, alignment, and grade. Do not drive nails into existing concrete. Do not use bracing systems, ties, and anchorages which unnecessarily deface or mark, or have an injurious or undesirable effect on surfaces that will be a part of the finished surface.

If metal ties and anchorages are to remain in the concrete, construct them so as to permit the removal of metal to at least 2 inches beneath the finished surface of concrete. Use accessories

for metal ties and anchorages that allow the removal of metal to the prescribed depth while leaving the smallest possible repairable cavity.

When using wire ties, cut them back from the finished surface of the concrete a minimum of 1 1/2 inches deep. Do not use internal ties of wire when forming surfaces exposed to view.

CS-13.6.6 Preparation and Cleaning

Meet the following requirements for the condition of forms at the time of beginning concrete casting:

- (a) Treat all forms with an approved form-release agent before placing concrete. Do not use material which adheres to or discolors the concrete.
- (b) Clean forms of all dirt, sawdust, shavings, and other debris.
- (c) Close and secure all inspection and clean-out holes.

CS-11.7 Weep Holes

Provide weep holes that are at least 1 1/2 inch in diameter and not more than 4 feet apart. Place the outlet ends of the weep holes just above the high water elevation as shown on the CONTRACT Plans. Cover the inside ends of all weep holes with filter cloth.

CS-11.8 Placing Concrete

CS-11.8.1 Temperature Restrictions

CS-11.8.1.1 *Concreting in Cold Weather:* Do not place concrete when the temperature of the concrete at placement is below 7° C.

Meet the air temperature requirements for mixing and placing concrete in cold weather as specified in FDOT Sections 346 and 347.

The CONTRACTOR is responsible for all risks connected with the placing and curing of concrete. Although the ENGINEER may give him permission to place concrete, the CONTRACTOR is responsible for satisfactory results.

CS-11.8.1.2 *Concreting in Hot Weather:* Meet the temperature requirements and special measures for mixing and placing concrete in hot weather as specified in FDOT Section 346.

When the temperature of the concrete as placed exceeds 24° C, incorporate in the concrete mix a water-reducing retarder or water reducer if allowed by FDOT Section 346.

Spray deck slab forms and reinforcing steel with cool fresh water just prior to placing the concrete.

The CONTRACTOR is responsible for all risks connected with the placing and curing of concrete. Although the ENGINEER may give him permission to place concrete, the CONTRACTOR is responsible for satisfactory results. Should concrete the CONTRACTOR places prove unsatisfactory, the CONTRACTOR shall remove, dispose of, and replace the concrete at no expense to the CITY.

CS-11.8.2 Inspections before Placing Concrete

Do not place concrete until the depth and character of the foundation and the adequacy of the forms and falsework have been approved by the ENGINEER. Do not deposit any concrete until all reinforcement is in place and has been inspected and approved by the ENGINEER.

CS-11.8.3 General Requirements for Placing Concrete

Deposit concrete as nearly as possible in its final position. Do not deposit large quantities at one point and then run or work it along the forms. Take special care to fill each part of the forms, to work coarse aggregate back from the face, and to force concrete under and around reinforcing bars without displacing them.

Use a method and manner of placing concrete that avoids the possibility of segregation or separation of aggregates. If the ENGINEER determines that the quality of concrete as it reaches its final position is unsatisfactory, remove it and discontinue or adjust the method of placing until the ENGINEER determines that the quality of the concrete as placed is satisfactory.

Use metal or metal-lined open troughs or chutes. Where steep slopes are required, use chutes that are equipped with baffles or are in short lengths that reverse the direction of movement. Where placing operations would involve dripping the concrete freely more than 3 feet, deposit it through pipes, troughs, or chutes of sheet metal or other approved material. Keep all troughs, chutes, and pipes clean and free from coatings of hardened concrete by thoroughly flushing them with water after each run or more often if necessary.

CS-11.8.4 Placing Concrete by Pumping

In general, use concrete pumping equipment that is suitable in kind and adequate in capacity for the work proposed. Use a pump discharge line that has a minimum diameter of 2.5 inches. Use a pump and discharge lines that are constructed so that no aluminum surfaces are in contact with the concrete being pumped. Operate the pump to produce a continuous stream of concrete, without air pockets. When using cement slurry or similar material to lubricate the discharge line when pumping begins, collect such material at the point of discharge. The CONTRACTOR shall dispose of the collected slurry in areas provided by the CONTRACTOR. Control the pump discharge locations so that the placement locations of the various lots of concrete represented by strength test cylinders can be identified in the event the test cylinders indicate deficient strength. When concrete is placed by pumping, take all test samples of concrete at the end of the discharge line, except in accordance with the provisions of the FDOT Standard Operating Procedures for Quality Control Concrete.

CS-11.8.5 Consolidation

Consolidate the concrete by continuous working with a suitable tool in an acceptable manner, or by vibrating as set forth in CS-11.8.8. When not using vibrators, thoroughly work and compact all thin-section work with a steel slicing rod. Spade all faces and flush the mortar to the surface by continuous working with a concrete spading implement.

CS-11.8.6 Obstructions

In cases where, because of obstructions, difficulty is encountered in puddling the concrete adjacent to the forms, bring the mortar content of the mix into contact with the interior surfaces by vibrating the forms. Produce the vibrations by striking the outside surfaces of the forms with wooden mallets or by other satisfactory means. In placing concrete around steel shapes place it only on one side of the shape until it flushes up over the bottom flange of the shape on the opposite side, after which place it on both sides to completion. After the concrete has taken its initial set, exercise care to avoid jarring the forms or placing any strain on the ends of projecting reinforcing bars.

CS-11.8.7 Requirements for Successive Layers

Generally, place concrete in continuous horizontal layers, approximately 12 inches thick. In any given layer, follow each separate batch with the next so closely, place and consolidate each one before the preceding one has taken initial set, in order that there will be no plane of separation between the batches. Do not allow the time before placing the next successive layer to exceed 20 minutes, unless the ENGINEER determines that initial set has not yet occurred. Generally, leave each layer of concrete unfinished to secure efficient bonding with the overlying layer. Consolidate a succeeding layer placed before the underlying layer has become set in a manner that will avoid completely the tendency to produce a construction joint between the layers. To avoid visible joints as far as possible on exposed faces, finish the top surface of the concrete immediately adjacent to the forms of the exposed face, smoothing with a plaster mason's trowel. Form, by inset form work, horizontal layers so located as to produce a construction joint wherein a "featheredge" might be produced in the succeeding layer such that the succeeding layer will end in a body of concrete not less than 6 inches thick. Conduct the operation of depositing and consolidating the concrete so as to form a dense, impervious mass of uniform texture with smooth faces on exposed surfaces. Remove, dispose of, and replace defective concrete as directed by the ENGINEER and at no expense to the CITY.

CS-11.8.8 Vibration of Concrete

CS-11.8.8.1 *Where Required:* Consolidate all concrete except seal, culvert floors, steel pile jackets, and concrete for incidental construction by the use of mechanical vibrators.

CS-11.8.8.2 *Vibrators:* Provide adequate vibrators on the project that are approved by the ENGINEER before beginning concrete work. Generally, provide vibrators of the internal type. For thin sections, where the forms are especially designed to resist vibration, the CONTRACTOR may use external vibrators. Use a vibrating frequency that is not less than 4500 impulses per minute and is of sufficient intensity and duration to cause complete consolidation of the concrete. Do not continue vibration until it causes segregation of the materials. For vibrating thin, heavy reinforced sections, use heads of such size to secure proper vibration of the concrete without disturbance of either the reinforcing steel or the forms.

CS-11.8.8.3 *Number of Vibrators Required:* Use a sufficient number of vibrators to secure the compaction of each batch before the next batch is delivered, without delaying the delivery. In order to avoid delays due to breakdowns, provide at least one stand-by vibrator, with an appropriate power source.

CS-11.8.8.4 *Method of Vibration:* Use vibrators to consolidate properly placed concrete. Do not use them to move concrete about in the forms. Insert the vibrators in the surface of concrete at points spaced to ensure uniform vibration of the entire mass of the concrete. Insert the vibrator at

points that are no further apart than the radius over which the vibrator is visibly effective. Allow the vibrator to sink into the concrete by its own weight, and allow it to penetrate into the underlying layer sufficiently so that the two layers are thoroughly consolidated together. After thoroughly consolidating the concrete, withdraw the vibrator slowly to avoid formation of holes.

CS-11.8.8.5 *Hand Spading*: When necessary in order to secure well-filled forms, free from aggregate pockets, honeycomb, bubbles, etc., spade the concrete by hand, along the surfaces of the forms and in all corners, following the vibration.

CS-11.9 Seals

CS-11.9.1 General

Wherever practicable, dewater all foundation excavations, and deposit the concrete in the dry as defined in FDOT Section 455-15.2. Where conditions are encountered which render it impracticable to dewater the foundation before placing concrete, the ENGINEER may authorize the construction of a concrete foundation seal of the required size. Then, dewater the foundation, and place the balance of the concrete in the dry.

When required to place a seal concrete, the CONTRACTOR is responsible for the satisfactory performance of the seal in providing a watertight excavation for placing structural concrete. The CONTRACTOR will provide and pay for the seal concrete as an aid to the construction of the structure. Repair seal concrete as necessary to perform its required function at no expense to the CITY.

CS-11.9.2 Method of Placing

Carefully place concrete deposited under water in the space in which it is to remain by means of a tremie or other approved method. Do not disturb the concrete after depositing it. Deposit all seal concrete in one continuous placement. Do not place any concrete in running water and ensure that all formwork designed to retain concrete under water is watertight.

CS-11.9.3 Use of Tremie

Use a tremie consisting of a tube having a minimum inside diameter of 6 inches, constructed in sections having watertight joints. Do not allow any aluminum parts to have contact with the concrete. Ensure that the discharge end is entirely seated at all times, and keep the tremie tube full to the bottom of the hopper. When dumping a batch into the hopper, keep the tremie slightly raised (but not out of the concrete at the bottom) until the batch discharges to the bottom of the hopper. Stop the flow by lowering the tremie. Support the tremie such as to permit the free movement of the discharge end over the entire top surface of the work and to permit its being lowered rapidly when necessary to choke off or retard the flow. Provide a continuous, uninterrupted flow until completing the work. Exercise special care to maintain still water at the point of deposit.

CS-11.9.4 Use of Bottom-dump Bucket

When placing the concrete by means of a bottom-dump bucket, lower the bucket gradually and carefully until it rests upon the concrete already placed. Raise the bucket very

slowly during the discharge travel, the intent being to maintain, as nearly as possible, still water at the point of discharge and to avoid agitating the mixture. Do not use aluminum buckets.

CS-11.9.5 Time of Beginning Pumping

Do not commence pumping to dewater a sealed cofferdam until the seal has set sufficiently to withstand the hydrostatic pressure, and in no case earlier than 24 hours after placement of the concrete.

CS-11.10 Construction Joints

CS-11.10.1 Location

Make construction joints only at locations shown in the CONTRACT Plans or in the placement schedule, unless otherwise approved in writing.

CS-11.10.2 Preparations of Surfaces

Before depositing new concrete on or against concrete which has hardened, re-tighten the forms. Roughen the surface of the hardened concrete in a manner that will not leave loosened particles, aggregate, or damaged concrete at the surface. Thoroughly clean the surface of foreign matter and laitance and saturate it with water.

CS-11.10.3 Placing Concrete

Continuously place concrete from joint to joint. Carefully finish the face edges of all joints which are exposed to view true to line and elevation.

CS-11.10.4 Joints in Sea Water or Brackish Water

For concrete placed in seawater or brackish water, do not place any construction joints between points 2 feet below extreme low tide and 2.5 feet above extreme high tide.

CS-11.11 Expansion Joints

CS-11.11.1 General

Construct expansion joints so as to permit absolute freedom of movement. Carefully remove all loose or thin shells of mortar likely to cause a spall with movement at a joint from all expansion joints as soon as possible.

CS-11.11.2 Filling Joints

Fill expansion joints with a preformed joint filler. Cut the filler to conform to the cross-section of the structure, and furnish it in as few pieces as practicable, using only a single piece in each curb section. Do not use small pieces that would tend to come loose.

CS-11.11.3 Sealing Joints

Prepare joints to be sealed and apply the sealer in accordance with approved manufacturer's directions.

CS-11.11.4 Anchor Bolts and Dowels

Set anchor bolts and dowels as provided in FDOT 460-30. Galvanize all anchor bolts as specified in FDOT 460-30.

CS-11.11.5 Epoxy Bonding Compounds

Where epoxy bonding compounds for bonding concrete are specified or required, apply the epoxy bonding materials only to clean, dry, structurally sound concrete surfaces. Provide surface preparation, application, and curing of epoxy bonding compound in strict accordance with the manufacturer's recommendations for each application.

CS-11.12 Finishing Concrete

CS-11.12.1 General Surface Finish (Required for All Surfaces)

After placing and consolidating the concrete, strike-off all exposed surfaces to the lines and grades indicated in the plans in a manner that will leave a surface of uniform texture free of undesirable surface. After removing excess mortar and concrete and while the concrete is still in a workable state, carefully tool all construction and expansion joints. Leave joint filler exposed for its full length with clean edges. Ensure that finished work in addition to that specified above is compatible and complementary to the class of surface finish required.

Immediately after removing forms from any exposed concrete surface, remove all fins and irregular projections flush with the surface. Clean, saturate with water, and carefully point with mortar all holes, material tie cavities, honeycomb, chips, and spalls.

In the event the CONTRACTOR obtains unsatisfactory surfaces, the CONTRACTOR shall repair them by methods approved by the CITY or the ENGINEER will reject the affected concrete. The CONTRACTOR shall repair any surface or remove rejected concrete at no expense to the CITY.

For pointing, use mortar that is a blended mixture of cement and fine aggregates, finished and composed of materials from the same source as used in the class of concrete being placed. To prevent shrinkage, allow the mortar to take its initial set, then rework and apply it without adding water. Carefully roughen and clean cavities to be filled with mortar to provide a mechanical bond. Exercise care during the roughening process to prevent additional defacement and damage to the formed surface.

CS-11.12.2 Surface Finishes

In addition to the general surface work specified for all exposed concrete surfaces, the ENGINEER may require a specific surface finish as indicated on the CONTRACT Plans. For all such exposed surfaces, begin finish work for the applicable class specified, along with the general finish work, immediately after removal of the forms. In order to further ensure the required quality of the finish, remove forms no later than the minimum time specified for the

forms to remain in place. Satisfactorily repair finished concrete surfaces which are subsequently disfigured or discolored at no expense to the CITY.

CS-11.13 Curing Concrete

CS-11.13.1 General

CS-11.13.1.1 Methods and Curing Time

Remove forms after concrete has obtained 70 percent of the specified 28-day strength or approval is obtained in writing from ENGINEER.

Remove forms with care to prevent scarring and damaging the concrete surfaces. The CONTRACTOR shall have on site slump tests performed and test cylinders taken and tested by a testing laboratory approved by the CITY and ENGINEER as follows. The number of tests shall be determined mutually by the CITY and CONTRACTOR and depend upon the performance and demonstration that the CONTRACTOR is meeting the Specifications for compressive strength of the concrete.

When using the percent of required strength, cast test cylinders from representative concrete for compressive strength determination. A minimum of three cylinder breaks, established at different curing times and concrete strength, will be used to develop a curve relating curing time to concrete strength. Cure such test cylinders as nearly as practical in the same manner as the concrete in the corresponding structural component and test them in accordance with AASHTO T 22 and AASHTO T 23. Perform casting, curing, and testing at no expense to the CITY as a basis for form removal. When concrete strength tests indicate a compressive strength equal to or greater than the indicated percentage of specified strength, the CONTRACTOR may remove the forms. The CONTRACTOR may continue to use curing periods so established so long as the ambient temperature is equal to or greater than the temperature existing during the curing of the test cylinders. When the temperature falls 8° C or more below the ambient temperature existing during the test cylinder curing period, repeat the test procedure outlined above, and establish a different curing period for the different ambient temperature.

Do not remove forms at any time without the consent of the CITY and ENGINEER. Although the CITY and ENGINEER will provide their consent to remove the forms, the CONTRACTOR is responsible for the WORK.

CS-11.13.1.2 Curing Methods

The CONTRACTOR may use continuous-moisture curing, steam curing, membrane curing compound, or an impervious covering for any concrete parts. Mix membrane curing compound with a mechanically operated mixer immediately prior to each use to provide uniform consistency. Apply curing compound in accordance with the manufacturer's recommendations, subject to the rate of application specified herein. If curing compound is to be applied by spraying, use a compressor driven sprayer of sufficient size to provide uniform spray at the nozzle. Keep all nozzles clean and ensure that they provide uniform mist. The ENGINEER will require standby equipment in case of mechanical failure. The ENGINEER will allow handheld pump-up sprayers for standby equipment. However, do not use the handheld pump-up sprayers except in case of mechanical failure or for applying compound on Class I Concrete (non-

pavement). If the CONTRACTOR fails to comply with these requirements, the ENGINEER will suspend further concrete placements until the CONTRACTOR re-establishes proper control. Apply membrane curing compound at a rate of at least one liter to every 15 square feet of exposed surface to be cured. Provide a membrane curing compound and impervious covering that is continuous, flexible, and without defects and that retains the required moisture in the concrete.

Keep cover materials used in continuous moisture curing methods continuously wet for a period of 72 hours.

CS-11.14 Concrete Panels

Concrete panels shall be installed plumb with a vertical tolerance of 1 inch using a 5-foot long straight edge.

CS-12.0 GEOTEXTILE

CS-12.1 General

The geotextile shall be a woven monofilament pervious sheet of polymeric yarn, Winfab 2199, or approved equivalent. Fibers used in the manufacture of the geotextile fabric shall consist of long-chain synthetic polymers composed of at least 85 percent by weight polyolefins, polyesters, or polyamides. Stabilizers and/or inhibitors shall be added to the base polymer if necessary to make the filaments resistant to deterioration by ultraviolet light, oxidation, and heat exposure. Reclaimed or recycled fibers (post-consumer) or polymer shall not be added to the formulation. Geotextiles shall be formed into a network such that the filaments or yarns retain dimensional stability relative to each other (including the filaments or yarns at the edges of the fabric).

The geotextile shall be finished so that the filaments will retain their relative position with respect to each other. The edges of woven fabric shall be finished to prevent the outer material from pulling away from the fabric. The CONTRACTOR shall provide the manufacturer's certificate of compliance attesting that the geotextile meets the requirements of these specifications and the mill certificates stating the length and width of fabric contained on each roll to the CITY and ENGINEER prior to construction.

CS-12.2 Placing Geotextile

The CONTRACTOR shall prevent exposure of the geotextile to light until needed for construction. The geotextile laying and subsequent covering with succeeding courses shall proceed in such a manner as to limit exposure to light to a maximum period of 24 hours.

The surface to receive the geotextile shall be smooth, free from obstructions, depressions, and sharp objects. The CONTRACTOR shall notify the CITY and ENGINEER 72 hours prior to placing the geotextile so that the ENGINEER may observe the surface to receive the geotextile. The CONTRACTOR shall lay the geotextile to minimize the number of joints and seams, lay the geotextile loosely, but without creases, and provide at least three (3) feet overlap at joints.

The CONTRACTOR shall not operate machinery directly on the geotextile. When placing material over joints, the CONTRACTOR shall place the material in the direction from

the overlying geotextile to the underlying geotextile. The CONTRACTOR shall prevent puncture, tear, or displacement of the geotextile and protect it from damage; and replace torn areas and holes by placing an overlay of geotextile having dimensions at least three feet greater than the tear or hole.

CS-13.0 FILL

Clean backfill material shall be required to achieve the design elevations. The CONTRACTOR shall import clean fill material consisting of medium grained quartz sand to achieve the final grades and tolerances as specified on the CONTRACT Plans. The CONTRACTOR shall place and compact the fill as shown on the CONTRACT Plans.

CS-14.0 MISPLACED MATERIAL

Should the CONTRACTOR, during the progress of the WORK, loose, dump, throw overboard, sink, or misplace any material, plant, or equipment, which in the opinion of the CITY and ENGINEER may be dangerous to, or obstruct navigation, the CONTRACTOR shall recover and remove the same with the utmost dispatch. The CONTRACTOR shall give immediate notice, with description and location of such obstructions, to the U.S. Coast Guard, CITY and ENGINEER and when required, shall mark or buoy such obstructions until the same are removed. In the event of refusal, neglect, or delay in compliance with the above requirements, such obstructions may be removed by the CITY, and the cost of such removal may be deducted from any money due or to become due to the CONTRACTOR or may be recovered under CONTRACTOR's bond.

CS-15.0 POLLUTION CONTROL

The CONTRACTOR shall control and conduct such operations and institute maintenance procedures to eliminate pollution of adjacent surface waters caused by either material runoff or discharges of any kind from the construction area (roof drains discharge excepted). No off-site discharge is allowed. The CONTRACTOR shall comply with the provisions of Chapters 253 and 403, Florida Statutes, regarding control of air and water pollution and with all rules and regulations of the Department of Environmental Protection. If non-compliance with the aforementioned Federal, State or Local laws or regulations occurs, the CONTRACTOR shall immediately inform the CITY and ENGINEER of proposed corrective action and take such action as may be approved. If the CONTRACTOR fails or refuses to comply promptly, the CITY, through the ENGINEER, may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for excess costs or damages by the CONTRACTOR.

CS-16.0 ENVIRONMENTAL PROTECTION

CS-16.1 General

For the purpose of this specification, environmental protection is defined as the retention of the environment in its natural state to the greatest possible extent during project construction and to enhance the natural appearance in its final condition. Environmental protection requires consideration of air, water, and land, and involves noise, solid waste-management as well as

other pollutants. To prevent any environmental pollution arising from the construction activities in the performance of this CONTRACT, the CONTRACTOR and his SUBCONTRACTORS shall comply with all applicable Federal, State, and local laws and regulations concerning environmental pollution control and abatement.

CS-16.1.1 Subcontractors

Compliance with the provisions of this section by SUBCONTRACTORS will be the responsibility of the CONTRACTOR.

CS-16.1.2 Landscape Protection

The environmental resources within the project boundaries and those affected outside the limits of permanent WORK under this CONTRACT shall be protected during the entire period of this CONTRACT. The CONTRACTOR shall confine his activities to areas defined by the CONTRACT plans and specifications.

Prior to the beginning of any construction, the CONTRACTOR shall identify all land resources to be preserved within the CONTRACTOR's WORK area. The CONTRACTOR shall not remove, cut, deface, injure, or destroy land resources, including trees, shrubs, vines, grasses, topsoil, and land forms without special permission from the CITY and ENGINEER. Trees damaged beyond restoration shall be removed and disposed of by the CONTRACTOR in a manner approved by the CITY and ENGINEER. Trees that are to be removed because of damage shall be replaced at the CONTRACTOR's expense by nursery-grown trees of the same species or a species approved by the CITY and ENGINEER. The size and quality of nursery-grown trees shall also be approved by the CITY and ENGINEER. No ropes, cables, or guys shall be fastened to or attached to any trees for anchorage unless specifically authorized. Where such special emergency use is permitted, the CONTRACTOR shall provide effective protection for land and vegetation resources at all times.

Prior to any construction the CONTRACTOR shall mark the areas that are not required to accomplish all WORK to be performed under this CONTRACT. Isolated areas within the general WORK area which are to be saved and protected shall also be marked or fenced. The CONTRACTOR shall protect from damage all existing trees designated to remain and protect tree roots from noxious materials in solution caused by run-off or spillage. No materials, trailers, or equipment shall be stored within the drip line of any protected tree. Monuments and markers shall be protected before construction operations commence. Where construction operations are to be conducted during darkness, the markers shall be visible. The CONTRACTOR shall convey to his personnel the purpose of marking and/or protection of all necessary objects.

Trees and their roots, shrubs, vines, grasses, landforms, and other landscape features indicated and defined on the CONTRACT plans to be preserved shall be clearly identified and protected by fencing or any other approved techniques. The CONTRACTOR shall place tree protection fencing before excavation or grading is begun and maintain in place until construction is complete; remove branches of protected trees, if required, to clear for construction and extend pruning operation to restore the natural shape of the entire tree; cut branches or roots, if required, with sharp pruning instruments, (do not break or chop); and repair any damage to tree crowns or roots promptly after damage occurs.

CS-16.1.3 Location of Storage Facilities

The CONTRACTOR's storage areas required in the performance of the WORK shall be located upon existing cleared portions of the job site or areas to be cleared and shall require written approval of the CITY and ENGINEER. The CONTRACTOR shall not store oil or fuel on-site, or equipment that is not required for the daily construction activities. A metal pan with sides a minimum of four (4) inches high shall be placed under the equipment or adjacent area during refueling. The pan shall have a capacity equal to the capacity of the gas cans used and catch any spills or leaks during the refueling activity. Fuel caught in the pan shall be contained and either transported off-site or used in the equipment. Under no condition shall the material be discharged on-site or into adjacent waters.

CS-16.1.4 Post-Construction Cleanup or Obliteration

The CONTRACTOR shall obliterate all signs of construction WORK areas, waste materials, or any other vestiges of construction as directed by CITY and ENGINEER. The area will be restored to near natural conditions.

CS-16.1.5 Spillage

Special measures shall be taken to prevent bilge pumpage or effluent, chemicals, fuels, oils, greases, bituminous materials, waste washing, herbicides and insecticides, and concrete drainage from entering public waters.

CS-16.1.6 Disposal

Disposal of any materials, wastes, effluent, trash, garbage, oil, grease, chemicals, etc., in areas adjacent to streams or other waters of the State shall not be permitted. If any waste material is dumped in unauthorized areas, the CONTRACTOR shall remove the material and restore the area to the original condition before being disturbed. If necessary, contaminated ground shall be excavated, disposed of as directed by the CITY, and replaced with suitable fill material, compacted, and finished with topsoil and planted as required to re-establish vegetation.

CS-16.2 Manatees

To ensure that Manatees are not adversely affected by the construction activities, the CONTRACTOR shall abide by the STANDARD MANATEE CONSTRUCTION CONDITIONS contained within the Permits.

CS-16.3 In-Water Sea Turtle and Smalltooth Sawfish

To ensure that In-Water Sea Turtles and Smalltooth Sawfish are not adversely affected by the construction activities, the CONTRACTOR shall abide by the SEA TURTLE AND SMALLTOOTH SAWFISH CONSTRUCTION CONDITIONS contained within the Permits.

CS-16.4 Turbidity Controls and Monitoring

CS-16.4.1 Turbidity Controls

The WORK shall be conducted in a manner that does not cause violations of state water quality standards. The CONTRACTOR shall implement best management practices for erosion

and pollution control to prevent violations of state water quality standards, including but not limited to, the use of floating turbidity barriers, staked silt screens and staked hay bales. Turbidity barriers shall remain in place at all locations until any generated turbidity subsides. All practices shall be in accordance with these specifications and Permits. The CONTRACTOR shall correct any erosion or shoaling that causes adverse impacts to the water resources.

The CONTRACTOR shall take measures to ensure that turbidity levels within waters of the State surrounding the project site do not exceed allowable levels. Such measures include, but are not limited to, working during a slack tide, working at a time when the tidal ranges are minimal/less frequent, and working when currents within the Project area are at minimal intensity.

As required by the Permits, prior to the commencement of any in-water WORK, floating turbidity screens with weighted skirts that extend to within 1 foot of the bottom shall be placed around the active construction area. The screens shall be maintained and shall remain in place for the duration of the WORK to ensure that turbidity levels outside the WORK area do not exceed the State's water quality standards for turbidity.

The CONTRACTOR shall conduct his WORK in a manner to prevent damage to the submerged bottom (rutting, prop-scouring, and equipment sitting on the bottom) outside of the construction areas. WORK in the shallow water areas shall occur during high tides to prevent damage to the submerged bottom.

**CITY OF NAPLES
GULF SHORE BOULEVARD NORTH
OUTLOT "E" SEAWALL REPLACEMENT
SPECIAL PROVISIONS**

SP-1.0 TIME OF COMPLETION

Upon award of the CONTRACT and issuance of a PO, it is the intent of the CITY to issue a preliminary Notice to Proceed (NTP) to the CONTRACTOR for submittal submissions and procurement of materials that may have a long lead time. Upon a mutually agreed to date, a construction NTP will be issued with substantial completion in **one hundred and five (105)** calendar days and final completion **twenty (20)** calendar days after substantial completion.

SP-2.0 SURVEYS

The ENGINEER has established three (3) temporary benchmarks as depicted on the CONTRACT Plans. The CONTRACTOR shall be responsible for all measurements that may be required for the execution of the WORK to the location and limit marks prescribed in the specifications or on the CONTRACT Plans, subject to such modifications as the CITY or ENGINEER may require to meet changed conditions or as a result of necessary modifications to the CONTRACT WORK.

The CONTRACTOR shall furnish, at his own expense, such stakes, templates, platforms, equipment, tools and material, and all labor as may be required to maintain the ENGINEER's layout of the WORK from the control data. It shall be the responsibility of the CONTRACTOR to maintain and preserve all stakes and other marks established by the ENGINEER until authorized to remove them, and if such marks are destroyed by the CONTRACTOR or through his negligence, prior to their authorized removal, they may be replaced by the CITY and ENGINEER, at their discretion, and the expense of replacement and re-staking will be deducted from any amounts due or to become due the CONTRACTOR. The CITY or ENGINEER may require that WORK be suspended at any time when the location and limit marks established by the CONTRACTOR are not reasonably adequate to permit checking of the WORK.

SP-3.0 RECORD DRAWINGS

During the course of the WORK, the CONTRACTOR shall record all information required to complete a set of as-built Record Drawings. Actual dimensions and elevations shall be recorded by red-line process on one set of the CONTRACT Plans during the course of the WORK. If field changes are made to modify the WORK in any way, such field changes shall be documented on the Record Drawings by dimension, detail and date. This set shall be kept at the WORK area at all time and be available for review by CITY and ENGINEER. Prior to Substantial Completion, the CONTRACTOR shall prepare and submit three (3) copies of final Record Drawings to the CITY, along with a certification as to the accuracy and completeness of the Record Drawings. Prior to final payment, the Record Drawings shall be revised by the CONTRACTOR to reflect any changes which have occurred since the submittal for Substantial Completion.

SP-4.0 VARIATIONS IN ESTIMATED QUANTITIES

Where the quantity of a pay item in this CONTRACT is an estimated quantity, and where the actual quantity of material placed by CONTRACTOR varies by more than twenty-five percent (25%) for each separate Bid Item, whether due to site conditions in the WORK area as determined by a pre-construction survey, or at the discretion of CITY, as set forth in the CONTRACT Documents, an equitable adjustment in the CONTRACT unit price may be made upon demand of either party.

The equitable adjustment will be applied based upon increase or decrease in costs due solely to the variations above one hundred twenty-five percent (125%) or below seventy-five percent (75%) of the estimated quantity individually for each segment of WORK.

SP-5.0 CONTRACTOR'S RESPONSIBILITY AND DAILY REPORTS

The CONTRACTOR's resident superintendent, in addition to his responsibilities as set forth in the General Provisions, shall provide to the CITY, on a daily basis, "Daily Construction" and "Turbidity" Quality Control Reports. These reports shall be completed and submitted to the CITY by 1:00 p.m. on the day after the WORK covered by the report.

In the event that the environmental monitoring reveals a violation of standards set forth in the Permit conditions and CONTRACT Documents, the CONTRACTOR shall describe the violation in the daily report in the usual manner and notify the CITY immediately upon detection of the violation.

The CONTRACTOR has the sole responsibility for quality control and shall provide and maintain such an effective program. The CONTRACTOR shall be solely responsible for providing survey equipment for layout of the WORK. The CONTRACTOR shall establish and implement a quality control program to inspect and test the CONTRACTOR's and any Subcontractor's equipment used in completing the WORK.

The CONTRACTOR shall attend routine construction meetings with the CITY and ENGINEER to be held at the WORK area.

The CONTRACTOR shall furnish to the CITY within five (5) calendar days after receiving the "Notice to Proceed" a quality control plan outlining the procedures, instructions and reports that will be used. This document shall include, at a minimum, the following:

- (a) Structure of the quality control organization.
- (b) Number and qualifications of the responsible personnel.
- (c) Methods and documentation to assure quality control.
- (d) Health and Safety Plan and daily inspection procedures.
- (e) Copy of daily quality control report forms and inspection documents that will be submitted to the CITY daily.
- (f) Storm Emergency Plan

No WORK shall commence until the CONTRACTOR's quality control program is approved by the CITY. If, during the WORK process the quality control system is deemed by the CITY to be inadequate, the CITY may require corrective actions to rectify said deficiencies. The CONTRACTOR's quality control program shall be part of control supervision as field overhead costs and shall not be allowed to be submitted for separate payment.

The CITY may have a representative on site at different times to observe operations of CONTRACTOR. The presence of the CITY or his designated representative shall not relieve the CONTRACTOR of responsibility for the proper execution of the WORK in accordance with the specifications or permits applicable to the WORK.

SP-6.0 HEALTH AND SAFETY PLAN

The CONTRACTOR shall develop and maintain a written Health and Safety Plan which allows the WORK to be performed in compliance with all applicable laws, ordinances, rules, and regulations of any government agency having jurisdiction over the safety of personnel or property. This includes maintaining compliance with the Code of Federal Regulations, Title 29, Occupational Safety and Health Administration, all applicable Health and Safety Provisions of the State of Florida, and all applicable Health and Safety Provisions of EM 385-1-1 (2003) U.S. Army Corps of Engineers Safety and Health Requirements Manual.

The CONTRACTOR shall conduct a daily inspection program to assure that the requirements of the Health and Safety Plan are being fulfilled. Inspections shall include the nature of deficiencies observed, corrective action taken or to be taken, location of inspection, date, and signature of the person responsible for its contents. The results of the inspections shall be recorded on Daily Reports and kept at the WORK Area at all times. The CITY and ENGINEER are not responsible for the adequacy of the CONTRACTOR's Health and Safety Plan.

SP-7.0 PERMITS

The State of Florida Department of Environmental Protection permit for the WORK to be performed is attached hereto and includes federal authorization through the Sate Programmatic General Permit VI-R1. The CONTRACTOR is responsible for applying for and receiving other local permits that may be required or necessary for all WORK on the project. By execution of the Agreement, the CONTRACTOR acknowledges receipt of the Permits, accepting full responsibility for compliance with these Permits and all stipulations attached, for all WORK. The CONTRACTOR shall keep at the WORK Area all Permits or copies thereof, complete with all conditions, attachments, CONTRACT Plans and Specifications, modifications, and time extensions.

The CONTRACTOR shall immediately notify the CITY in writing of any observed non-compliance with the aforementioned Federal, State or local laws or regulations. The CONTRACTOR shall, after such notice, immediately inform the CITY of proposed corrective action and take such action as may be approved. If the CONTRACTOR fails or refuses to comply promptly, the CITY may notify appropriate Permit agencies and issue an order stopping all or part of the WORK until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for excess costs or damages by the

CONTRACTOR. Any costs incurred by the CITY as a result of such actions may be deducted from the CONTRACT amount due the CONTRACTOR.

The CONTRACTOR, by accepting this Permit, specifically agrees to allow authorized agency personnel with proper identification and at reasonable times, access to the WORK Area for the purpose of ascertaining compliance with the terms of the Permits and to have access to copies of any records that must be kept under conditions of the Permits; to inspect the facility, Equipment, practices, or operations regulated or required under the Permits; and to sample or monitor any substances or parameters at any location reasonably necessary to assure compliance with the Permits. Reasonable time may depend on the nature of the concern being investigated.

SP-8.0 SITE CONDITIONS

No reports of explorations or tests of subsurface conditions at or adjacent to the site, or drawings of physical conditions relating to existing surface or subsurface structures at the site, are known to CITY.

SP-9.0 PHYSICAL DATA

SP-9.1 Location

The project site is located on the west coast of Florida, Venetian Bay, Collier County. The climate of the area is subtropical. Temperatures below freezing are rare. The wet season in the project area is from May through October. The hurricane season is from June through November. Water levels in the project area are mainly affected by tidal fluctuations in the Gulf of Mexico. The project area is also subject to storm surges from hurricanes, tropical storms, and extra tropical storms.

SP-9.2 Local Climatological Data

The following publications, which include information on waves, winds, and tides, are available from the named agencies.

- (a) Gulf of Mexico Hindcast Wave Information, Wave Information Studies of U.S. Coastlines, WIS Report, Waterways Experiment Station, C.E.R.C. May 1989. This report presents 20-year wave hindcast summaries at various stations located along the U.S. Gulf of Mexico shoreline. The report includes wave height, period, and direction tables for the 20-year period 1956-1975, summary wave and wind roses, summary tables of mean wave heights by month and year, largest wave heights by month and year, a statistical summary of wave data, and a table of extreme wave events.
- (b) East Coast of North and South America Tide Tables, U.S. Department of Commerce, National Oceanic and Atmospheric Administration, National Ocean Service. This publication provides daily tidal predictions at locations along the Atlantic and gulf coastlines of North and South America, including several locations on the Collier County shoreline. It also provides mean and spring tide ranges and mean tide level.

Some astronomical data such as time of sunrise, sunset, moonrise, and moonset is also included.

- (c) Hubertz, J.M., 1992: User's Guide to the Wave Information Studies (WIS) Wave Model, Version 2.0. WIS Report 27(AD A254 313), U.S. Army Engineer Waterways Experiment Station, Vicksburg, MS.
- (d) Tracy, B. A. 2002: Directional characteristics of the 1990-1999 Wave Information Studies Gulf of Mexico Hindcast, Proceedings 7th International Workshop on Wave Hindcasting and Forecasting, October 21-25, Banff, Canada.

SP-10.0 OWNER AND ENGINEER'S APPROVAL OF WORK

By approving any payment, the CITY and ENGINEER shall not thereby be deemed to have represented that they made exhaustive or continuous on-site inspection to check the quality or the quantity of the WORK, or that they have reviewed the means, methods and techniques, sequences, and procedures of construction, or that they have made any examination to ascertain how or for what purpose the CONTRACTOR has used the money paid or to be paid to them on account of the Agreement price. The CITY and ENGINEER may have a representative on site at different times to observe operations of CONTRACTOR. The presence of the CITY and ENGINEER or its designated representative(s) shall not relieve the CONTRACTOR of responsibility for the proper execution of the WORK in accordance with the specifications or permits applicable to the WORK. In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of CITY shall be final and binding on all parties.

SP-11.0 HISTORIC AND ARCHEOLOGICAL RESOURCES

If, during the WORK, there are archeological/cultural materials unearthed (which shall include but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tool or metal implements, dugout canoes, arrow heads, or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the CONTRACTOR shall immediately stop all WORK in the vicinity and notify the State Archaeologist, USACE Regulatory Project Manager in Fort Myers, FDEP ERP Compliance Officer in Fort Myers, and CITY to assess the significance of the discovery and devise appropriate actions, including salvage operations. If human remains are identified, they will be treated in accordance with Section 872, F.S. All WORK in the vicinity shall immediately cease, the CONTRACTOR shall notify the State Archaeologist, USACE Regulatory Project Manager in Fort Myers, FDEP ERP Compliance Officer in Fort Myers, and CITY immediately and stop WORK until directed to restart. The WORK shall not resume without verbal and/or written authorization from the State Archaeologist or the USACE.

SP-12.0 SALVAGED EQUIPMENT AND MATERIALS

Salvaged materials, equipment or supplies are the property of the CITY, and shall be cleaned and stored as directed by the CITY. Should the CITY choose not to accept these materials, they shall be removed from the WORK Area as soon as practical by the CONTRACTOR. The CONTRACTOR

shall dispose of surplus materials, which are not accepted by the CITY, in accordance with State and local laws in a legal manner at no additional cost to the CITY.

SP-13.0 PRIVATE PROPERTY

The CONTRACTOR shall not occupy private land outside of any easements or rights of way unless the CONTRACTOR obtains expressed consent by the property owner. In the event that the CONTRACTOR uses private property for any purpose without first having obtained the necessary approvals from the property owner or provided the necessary agreement(s) to the CITY, the CITY will direct the CONTRACTOR in writing to immediately cease using such property. The CITY reserves the right to require that any agreement between the CONTRACTOR and the property owner for the use of private lands be furnished in writing.

At a minimum, the written agreement should contain the lot legal description and street address and the names, addresses, and telephone numbers for both the legal lot owner and the CONTRACTOR. The written agreement must also provide times for completion, erosion control measures, and how the CONTRACTOR will completely restore to the owner's satisfaction and how the owner will approve of the WORK. This written agreement shall be submitted to and approved by the CITY prior to construction.

The CONTRACTOR shall restore all damages to surface and underground facilities resulting from its construction operations to a condition equal to, or better than, the original condition. Prior to application for final payment, the CONTRACTOR shall provide documentation from the property owner of each piece of private property that was utilized by the CONTRACTOR, stating that each property owner is satisfied with the manner in which the CONTRACTOR has restored the property. Final payment or reduction in retainage shall not be paid until such documentation is received by the CITY.

SP-14.0 DIFFERING SITE CONDITIONS

The CONTRACTOR shall promptly, and before the conditions are disturbed, give written notice to the CITY and ENGINEER of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this CONTRACT, or (2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the CONTRACT.

The CITY and ENGINEER shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the CONTRACTOR's cost of, or the time required for, performing any part of the WORK under this CONTRACT, whether or not changed as a result of the conditions, an equitable adjustment of CONTRACT price or CONTRACT time or both may be made under this clause and the CONTRACT modified in writing accordingly. Under no circumstances, however, shall an adjustment in CONTRACT price be made for delay caused by materially differing or unknown site conditions.

No request by the CONTRACTOR for an equitable adjustment to the CONTRACT under this clause shall be allowed, unless the CONTRACTOR has given the written notice required. No request by the CONTRACTOR for an equitable adjustment to the CONTRACT for differing site

conditions shall be allowed if made after final payment under this CONTRACT.

Should differing subsurface or physical condition be encountered, the CONTRACTOR will move to an alternate WORK area within the limits of the Project to continue the WORK. This discovery does not allow the CONTRACTOR to suspend WORK or may not justify an extension of CONTRACT Time. The CONTRACTOR is required to pursue the WORK in a continuous manner and is advised of the CONTRACT Time within the CONTRACT documents.

SP-15.0 ACCESS TO THE WORK

The CONTRACTOR shall provide access for the CITY and their representatives access to the WORK including but not limited to floating equipment for the purpose of observing construction activities and environmental monitoring tests. The CONTRACTOR shall furnish the use of their Plant and Equipment including but not limited to such boats, boatmen, laborers, and material forming a part of the ordinary equipment and crew as may be reasonably necessary in observing the WORK. Should the CONTRACTOR refuse, neglect, or delay compliance with these requirements, the specific facilities may be furnished and maintained by the CITY, and the cost thereof will be deducted from any amounts due or to become due the CONTRACTOR.

SP-16.0 OBSTRUCTION OF WATERWAYS

Marine traffic in the project area consists of commercial, pleasure, and small recreational vessels of all types and sizes, which can be accommodated by existing depths. The CITY shall not undertake to keep the navigation channels and waterways within and adjacent to the WORK area free from vessels or other obstructions. The CONTRACTOR shall be required to conduct the WORK in such manner as to maintain navigation in these channels. Upon completion of the WORK, the CONTRACTOR shall promptly remove their Plant and Equipment, including ranges, buoys, piles, and other marks placed by them under the CONTRACT in navigable waters or on shore.

SP-17.0 MARINE VESSELS AND MARINE ACTIVITIES

All marine vessels shall follow the Inland Navigation Rules which are contained in the following Federal Laws or Regulation: International Navigational Rules Act of 1977 (Public Law 95-75, 91 Stat. 308, or 33 U.S.C. 1601-1608), and, the Inland Navigation Rules Act of 1980 (Public Law 96-591, 94 Stat. 3415, 33 U.S.C. 2001-2038). These rules can be found on the Internet at www.navcen.uscg.gov/mwv/navrules/rotronline.htm. All marine vessels shall display the lights and day shapes required by Part C- Lights and Shapes of the Inland Navigation Rules. The location, type, color, and size of the lights and day shape shall be in accordance with Annex I - Positioning and Technical Details of Lights and Shapes. Any vessel engaged in dredging is considered a “Vessel Restricted in Her Ability to Maneuver” and shall display all the lights and shapes required in Rule 27: Vessel Not Under Control.

In order that radio communication may be made with passing vessels, the CONTRACTOR’s marine vessels engaged in WORK under this CONTRACT shall monitor very high frequency (VHF) Channel #16 (156.8 MHz) at all times.



FLORIDA DEPARTMENT OF Environmental Protection

South District
PO Box 2549
Fort Myers FL 33902-2549
SouthDistrict@FloridaDEP.gov

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

December 17, 2021

City of Naples - Gregg Strakaluse
c/o Grady Timmins
Coastal Engineering Consultants, Inc
28421 Bonita Crossings Blvd
Bonita Springs, Florida 34135
Gtimmins@cecifl.com

File No.: 0412835-001 EE, Collier County

Dear Applicant:

On November 18, 2021, we received your request for verification of exemption to perform the following activities:

To remove an existing seawall and install new concrete seawall no more than 18 inches waterward of its previous location. Seawall runs from Outlots A through F totaling approximately 3,276 linear feet at Gulf Shore Blvd N, Naples, Florida 34103, in Venetian Bay/Inner Doctors Bay, Class II Waters, Section 16, Township 21-49 South, Range 25 East, Collier County.

Your request has been reviewed to determine whether it qualifies for (1) a regulatory exemption, (2) proprietary authorization (related to state-owned submerged lands), and (3) federal approval that may be necessary for work in wetlands or waters of the United States.

Your project either qualifies or was not applicable for all three authorizations types.

However, this letter does not relieve you from the responsibility of obtaining other federal, state, or local authorizations that may be required for the activity.

If you change the project from what you submitted, the authorization(s) granted may no longer be valid at the time of commencement of the project. Please contact us prior to beginning your project if you wish to make any changes.

If you have any questions regarding this matter, please contact Cindy Rivera by telephone at (239) 344-5648 or by e-mail at Cindy.Rivera@floridadep.gov.

1. Regulatory Review – VERIFIED

www.floridadep.gov

Based on the information submitted, the Department has verified that the activity as proposed is exempt under Chapter 62-330.051(12)(b), Florida Administrative Code, and Section 403.813(1)(e) of the Florida Statutes from the need to obtain a regulatory permit under Part IV of Chapter 373 of the Florida Statutes.

This exemption verification is based on the information you provided the Department and the statutes and rules in effect when the information was submitted. This verification may not be valid if site conditions materially change, the project design is modified, or the statutes or rules governing the exempt activity are amended. In the event you need to re-verify the exempt status for the activity, a new request and verification fee will be required. Any substantial modifications to the project design should be submitted to the Department for review, as changes may result in a permit being required.

2. Proprietary Review - NOT REQUIRED

The activity does not appear to be located on sovereign submerged lands, and does not require further authorization under Chapter 253 of the Florida Statutes, or Chapters 18-20 or 18-21 of the Florida Administrative Code.

3. Federal Review - SPGP APPROVED

Your proposed activity as outlined in your application and attached drawings qualifies for Federal authorization pursuant to the State Programmatic General Permit VI-R1, and a SEPARATE permit or authorization will not be required from the Corps. Please note that the Federal authorization expires on July 27, 2026. However, your authorization may remain in effect for up to 1 additional year, if provisions of Special Condition 15 of the SPGP VI-R1 permit instrument are met. You, as permittee, are required to adhere to all General Conditions and Special Conditions that may apply to your project (attached). A copy of the SPGP VI-R1 with all terms and conditions and the General Conditions may be found at <https://www.saj.usace.army.mil/Missions/Regulatory/Source-Book/>.

Authority for review an agreement with the USACOE entitled “Coordination Agreement Between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection, or Duly Authorized Designee, State Programmatic General Permit”, Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act.

Additional Information

Please retain this letter. The activities may be inspected by authorized state personnel in the future to ensure compliance with appropriate statutes and administrative codes. If the activities are not in compliance, you may be subject to penalties under Chapter 373, F.S., and Chapter 18-14, F.A.C.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
 - (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;
 - (c) A statement of when and how the petitioner received notice of the agency decision;
 - (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
 - (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
 - (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
 - (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.
- The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice,

whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the decision. While you are not required to publish notice of this action, you may elect to do so pursuant Rule 62-110.106(10)(a).

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver will not apply to persons who have not received written notice of this action.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

Executed in Orlando, Florida

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Daniel Sensi
Environmental Administrator
South District

Enclosures:

03 Project drawings
62-330.051(12)(b), F.A.C./403.813(1)(e), F.S.
Special and General Conditions for Federal Authorization for SPGP VI-R1


CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this document and all attachments, including all copies, were sent to the addressee and to the following listed persons:

None

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to Section 120.52(7), F.S., with the designated Department clerk, receipt of which is hereby acknowledged.


Clerk

December 17, 2021
Date

GULF SHORE BOULEVARD NORTH SEAWALL REPLACEMENT PERMIT DRAWINGS

Received
Electronically
Nov 18, 2021
South District



EXEMPT

File Number:
0412835-001

PREPARED FOR:

CITY OF NAPLES

NOTES

1. PLANE COORDINATES ARE BASED ON THE TRANSVERSE MERCATOR PROJECTION FOR THE EAST ZONE OF FLORIDA AND REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 (NAD 83).
2. ELEVATIONS SHOWN HEREON ARE IN FEET AND TENTHS AND REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
3. INFORMATION SHOWN HEREON REFLECTS CONDITIONS AS THEY EXISTED ON THE SURVEY DATE SHOWN AND CAN ONLY BE CONSIDERED INDICATIVE OF CONDITIONS AT THAT TIME.
4. AERIAL PHOTOGRAPHY OBTAINED FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION, DATED 2020.

INDEX

1. COVER SHEET
2. PLAN VIEW
3. EXISTING AND PROPOSED SEAWALL DETAILS



LOCATION MAP

N.T.S.

PUBLISHED TIDAL INFORMATION

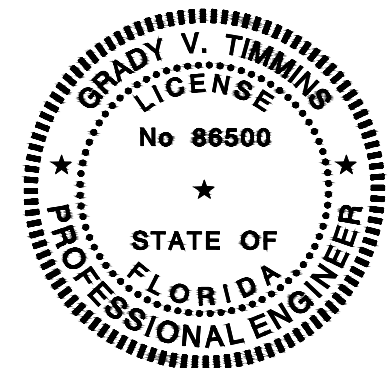
TIDAL DATUMS IN NAPLES, GULF OF MEXICO ARE BASED ON FLORIDA 872 5110

| | |
|----------------------|-------------------------------------|
| TIME PERIOD | = 1/1983-12/1986; 1/1989-12/2001 |
| TIDAL EPOCH | = 1983-2001 |
| CONTROL TIDE STATION | = NAPLES, GULF OF MEXICO (872 5110) |

ELEVATIONS OF TIDAL DATUMS ARE REFERENCED IN NAVD 1988.

| | |
|-------------------------------|-------------------|
| MEAN HIGHER HIGH WATER (MHHW) | = +0.58 FT NAVD88 |
| MEAN HIGH WATER (MHW) | = +0.33 FT NAVD88 |
| MEAN LOW WATER (MLW) | = -1.68 FT NAVD88 |
| MEAN LOWER LOW WATER (MLLW) | = -2.29 FT NAVD88 |

FOR PERMITTING PURPOSES ONLY.
NOT TO BE USED FOR CONSTRUCTION.



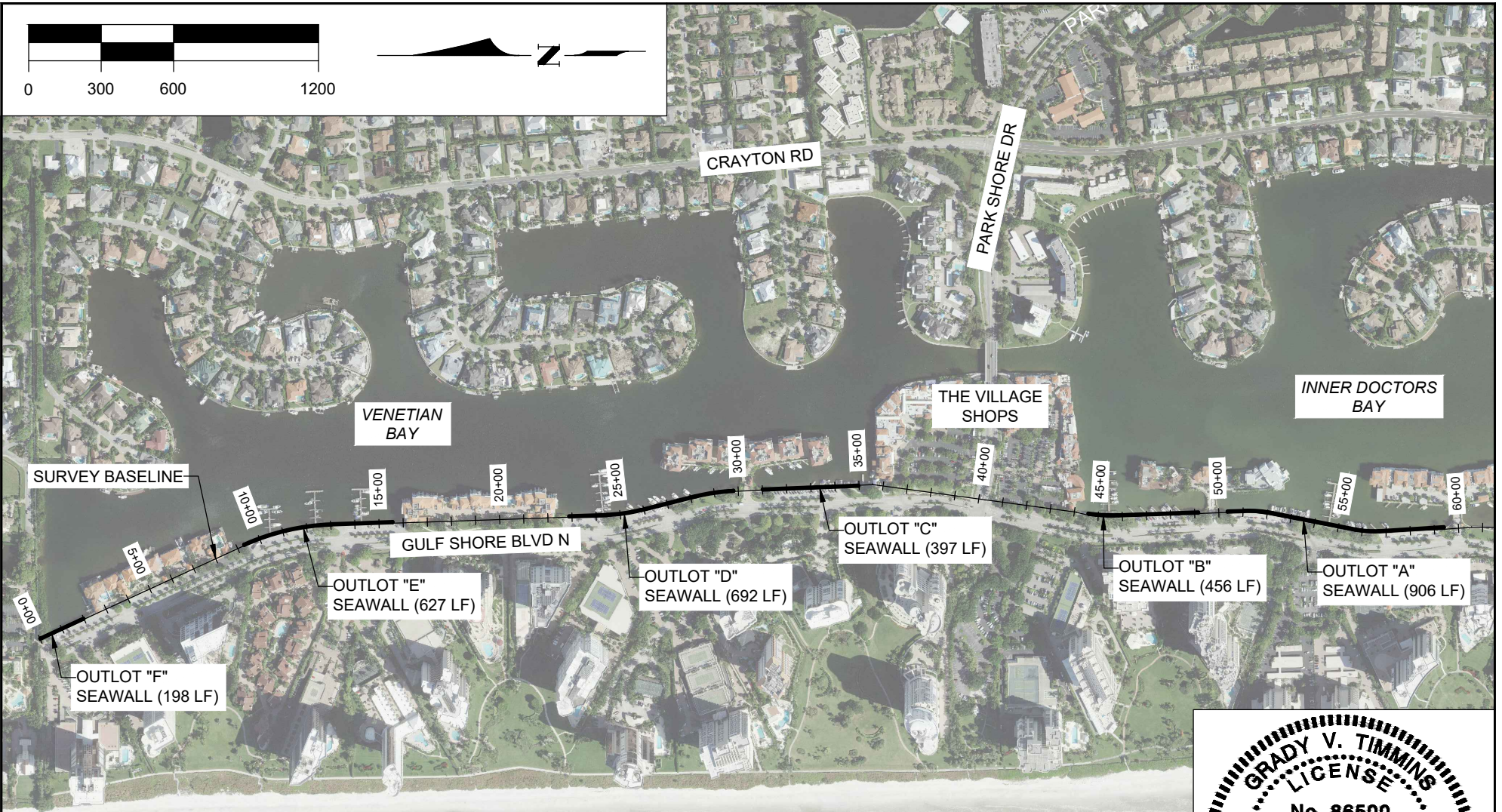
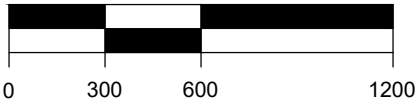
SHEET 1
FILE NO.: 21265-P-1

COASTAL ENGINEERING CONSULTANTS INC.
Serving Coastal Communities Since 1977
28421 BONITA CROSSINGS BLVD
BONITA SPRINGS, FLORIDA 34135

COASTAL & MARINE ENGINEERING
ENVIRONMENTAL & GEOLOGICAL SERVICES
SURVEY AND MAPPING
ENGINEERING: CA 2464
SURVEYING: LB 2464
PHONE: (239)643-2324
FAX: (239)643-1143
www.coastalengineering.com
E-Mail: info@cecifl.com

| | |
|---------|----------------|
| CLIENT: | CITY OF NAPLES |
| TITLE: | COVER SHEET |

| | | | | | | | |
|----------|-------------|--------|----------|----|----------------------|--|--|
| DATE: | 11/17/2021 | SCALE: | AS NOTED | | | | |
| DRAWN: | GVT | F.B. | | | | | |
| CHECKED: | MAK | PG. | | | | | |
| SEC. | TWP. | RNG. | | | | | |
| ACAD NO. | 21265-P.dwg | | | | | | |
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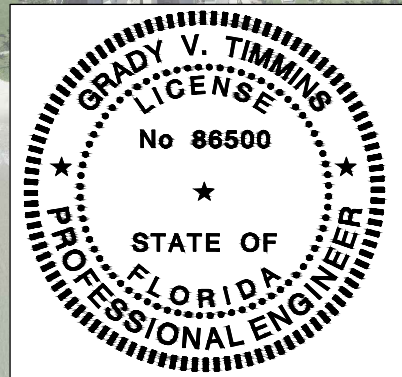


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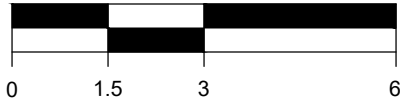
- SEAWALLS WITHIN OUTLOTS TO BE REPLACED LANDWARD OF EXISTING SEAWALL OR WITHIN SAME FOOTPRINT.
- MUDLINE ELEVATIONS ALONG EXISTING SEAWALL RANGES FROM -2' TO -6' NAVD.



GULF OF MEXICO



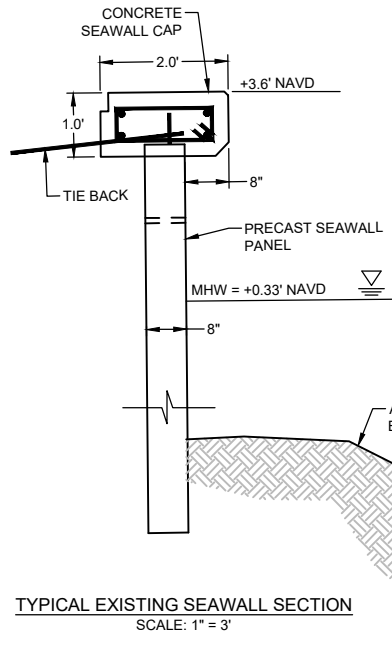
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|--|---|---|---|----------------------------------|--|
| SHEET 2 FILE NO.: 21265-P-2 COASTAL ENGINEERING CONSULTANTS INC. Serving Coastal Communities Since 1977 28421 BONITA CROSSINGS BLVD BONITA SPRINGS, FLORIDA 34135 PHONE: (239)643-2324 FAX: (239)643-1143 www.coastalengineering.com E-Mail: info@cecifi.com | CLIENT: CITY OF NAPLES | DATE: 11/17/2021 DRAWN: GVT CHECKED: MAK SEC. TWP. RNG. ACAD NO. 21265-P.dwg REF. NO. 21.265 | SCALE: AS NOTED F.B. PG. 21265-P.dwg 21.265 | NO. DATE BY REVISION DESCRIPTION | |
| | COASTAL & MARINE ENGINEERING ENVIRONMENTAL & GEOLOGICAL SERVICES SURVEY AND MAPPING ENGINEERING: CA 2464 SURVEYING: LB 2464 | TITLE: PLAN VIEW | | | |
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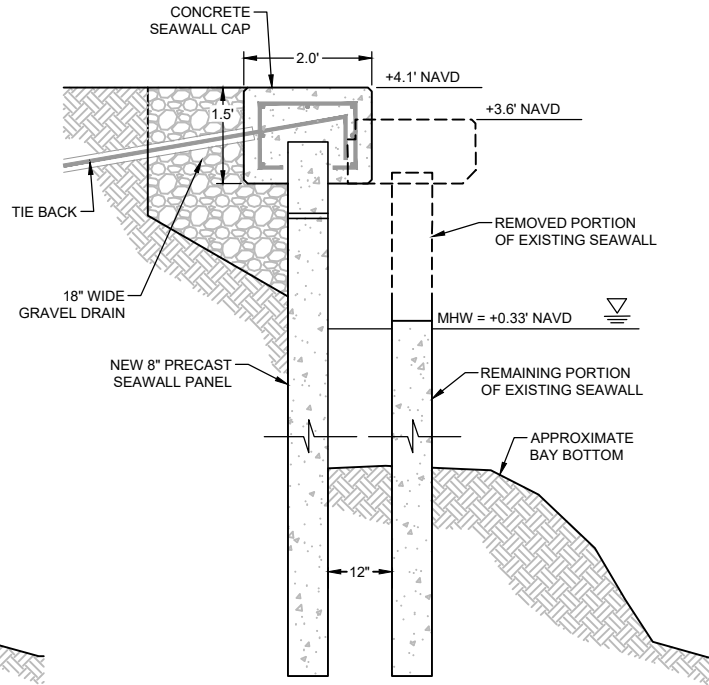
EXEMPT

File Number:
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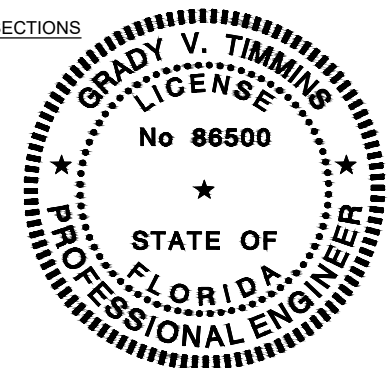
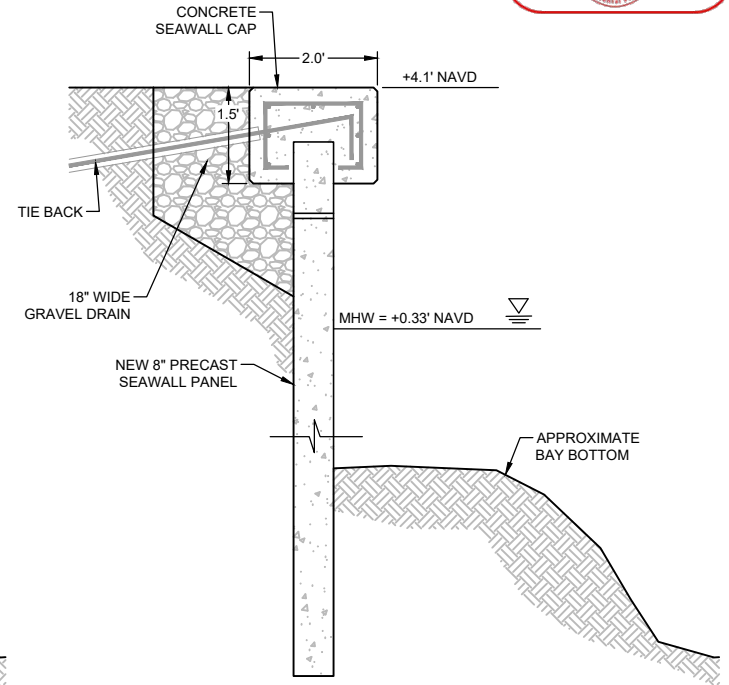
Received
Electronically
Nov 18, 2021
South District



TYPICAL EXISTING SEAWALL SECTION
SCALE: 1" = 3'



TYPICAL PROPOSED SEAWALL REPLACEMENT SECTIONS
SCALE: 1" = 3'



SHEET 3
FILE NO.: 21265-P-3

COASTAL ENGINEERING CONSULTANTS INC.
Serving Coastal Communities Since 1977
28421 BONITA CROSSINGS BLVD
BONITA SPRINGS, FLORIDA 34135

COASTAL & MARINE ENGINEERING
ENVIRONMENTAL & GEOLOGICAL SERVICES
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SURVEYING: LB 2464

PHONE: (239)643-2324
FAX: (239)643-1143
www.coastalengineering.com
E-Mail: info@cecif.com

| | | |
|---------|---------------------------------------|--|
| CLIENT: | CITY OF NAPLES | |
| TITLE: | EXISTING AND PROPOSED SEAWALL DETAILS | |

| | | | |
|----------|-------------|--------|------------------------------|
| DATE: | 11/17/2021 | SCALE: | AS NOTED |
| DRAWN: | GVT | F.B. | |
| CHECKED: | MAK | PG. | |
| SEC. | TWP. | RNG. | |
| ACAD NO. | 21265-P.dwg | | |
| REF. NO. | 21.265 | NO. | DATE BY REVISION DESCRIPTION |

Attachment A

62-330.051 Exempt Activities.

The activities meeting the limitations and restrictions below are exempt from permitting. However, if located in, on, or over state-owned submerged lands, they are subject to a separate authorization under Chapters 253 and 258, F.S., and Chapters 18-18, 18-20, and 18-21, F.A.C., as applicable.

(12) Construction, Replacement, Restoration, Enhancement, and Repair of Seawall, Riprap, and Other Shoreline Stabilization –

(b) The restoration of a seawall or riprap under Section 403.813(1)(e), F.S., where:

1. The seawall or riprap has been damaged or destroyed within the last year by a discrete event, such as a storm, flood, accident, or fire or where the seawall or rip rap restoration or repair involves only minimal backfilling to level the land directly associated with the restoration or repair and does not involve land reclamation as the primary project purpose, as further explained in section 3.2.4 of Volume I;

2. Restoration shall be no more than 18 inches waterward of its previous location, as measured from the waterward face of the existing seawall to the face of the restored seawall, or from the waterward slope of the existing riprap to the waterward slope of the restored riprap;

3. Applicable permits under Chapter 161, F.S., are obtained.

403.813 Permits issued at district centers; exceptions.—

(1) A permit is not required under this chapter, chapter 373, chapter 61-691, Laws of Florida, or chapter 25214 or chapter 25270, 1949, Laws of Florida, for activities associated with the following types of projects; however, except as otherwise provided in this subsection, this subsection does not relieve an applicant from any requirement to obtain permission to use or occupy lands owned by the Board of Trustees of the Internal Improvement Trust Fund or a water management district in its governmental or proprietary capacity or from complying with applicable local pollution control

(e) The restoration of seawalls at their previous locations or upland of, or within 18 inches waterward of, their previous locations. However, this shall not affect the permitting requirements of chapter 161, and department rules shall clearly indicate that this exception does not constitute an exception from the permitting requirements of chapter 161.

Special Conditions for all Projects:

1. Authorization, design and construction must adhere to the terms of the SPGP VI-R1 instrument including the General Conditions for All Projects, Special Conditions for All Projects, Applicable activity-specific special conditions, Procedure and Work Authorized sections.
2. Design and construction must adhere to the PDCs for In-Water Activities (Attachment 28, from PDCs AP.7 through AP11, inclusive, of JAXBO) (Reference: JAXBO PDC AP.1.).
3. All activities must be performed during daylight hours (Reference: JAXBO PDC AP.6.).
4. For all projects involving the installation of piles, sheet piles, concrete slab walls or boatlift I-beams (Reference Categories A, B and C of JAXBO *PDCs for In-Water Noise from Pile and Sheet Pile Installation*, page 86):
 - a. Construction methods limited to trench and fill, pilot hole (auger or drop punch), jetting, vibratory, and impact hammer (however, impact hammer limited to installing no more than 5 per day).
 - b. Material limited to wood piles with a 14-inch diameter or less, concrete piles with a 24-inch diameter/width or less, metal pipe piles with a 36-inch diameter or less, metal boatlift I-beams, concrete slab walls, vinyl sheet piles, and metal sheet piles.
 - c. Any installation of metal pipe or metal sheet pile by impact hammer is not authorized (Reference: Categories D and E of JAXBO *PDCs for In-Water Noise from Pile and Sheet Pile Installation*, page 86.).
 - d. Projects within the boundary of the NOAA Florida Keys National Marine Sanctuary require prior approval from the Sanctuary (Reference: JAXBO PDCs AP.14 and A1.6).
5. The Permittee shall comply with the "Standard Manatee Conditions for In-Water Work – 2011" (Attachment 29).
6. No structure or work shall adversely affect or disturb properties listed in the National Register of Historic Places or those eligible for inclusion in the National Register. Prior to the start of work, the Applicant/Permittee or other party on the Applicant's/Permittee's behalf, shall conduct a search of known historical properties by contracting a professional archaeologist, and contacting the Florida Master Site File at 850-245-6440 or SiteFile@dos.state.fl.us. The Applicant/Permittee can also research sites in the National Register Information System (NRIS). Information can be found at <http://www.cr.nps.gov/nr/research>.

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a. If, during the initial ground disturbing activities and construction work, there are archaeological/cultural materials unearthed (which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work in the vicinity and notify the Compliance and Review staff of the State Historic Preservation Office at 850-245-6333 and the Corps Regulatory Archeologist at 904-232-3270 to assess the significance of the discovery and devise appropriate actions, including salvage operations. Based on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend, or revoke the permit in accordance with 33 C.F.R. § 325.7.

b. In the unlikely event that human remains are identified, the remains will be treated in accordance with Section 872.05, Florida Statutes; all work in the vicinity shall immediately cease and the local law authority, and the State Archaeologist (850-245-6444) and the Corps Regulatory Archeologist at 904-232-3270 shall immediately be notified. Such activity shall not resume unless specifically authorized by the State Archaeologist and the Corps.

7. The Permittee is responsible for obtaining any “take” permits required under the U.S. Fish and Wildlife Service’s regulations governing compliance with these laws. The Permittee should contact the appropriate local office of the U.S. Fish and Wildlife Service to determine if such “take” permits are required for a particular activity.

8. Mangroves. The design and construction of a Project must comply with the following (Reference: JAXBO PDCs AP.3 and AP.12.):

a. All projects must be sited and designed to avoid or minimize impacts to mangroves.

b. Mangrove removal must be conducted in a manner that avoids any unnecessary removal and is limited to the following instances:

(1) Removal to install up to a 4-ft-wide walkway for a dock.

(2) Removal of mangroves above the mean high water line (MHWL) provided that the tree does not have any prop roots that extend into the water below the MHWL.

(3) Mangrove trimming. Mangrove trimming refers to the removal (using hand equipment such as chain saws and/or machetes) of lateral branches (i.e., no alteration of the trunk of the tree) in a manner that ensures survival of the tree.

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(a) Projects with associated mangrove trimming waterward of the MHWL are authorized if the trimming: (a) occurs within the area where the authorized structures are placed or will be placed (i.e., removal of branches that overhang a dock or lift), (b) is necessary to provide temporary construction access, and (c) is conducted in a manner that avoids any unnecessary trimming.

(b) Projects proposing to remove red mangrove prop roots waterward of the MHWL are not authorized, except for removal to install the dock walkways as described above.

9. For Projects authorized under this SPGP VI-R1 in navigable waters of the U.S., the Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

10. Notifications to the Corps. For all authorizations under this SPGP VI-R1, including Self-Certifications, the Permittee shall provide the following notifications to the Corps:

a. Commencement Notification. Within 10 days from the date of initiating the work authorized by this permit the Permittee shall submit a completed "Commencement Notification" form (Attachment 8).

b. Corps *Self-Certification Statement of Compliance* form. Within 60 days of completion of the work authorized by this permit, the Permittee shall complete the "Self-Certification Statement of Compliance" form (Attachment 9) and submit it to the Corps. In the event that the completed work deviates in any manner from the authorized work, the Permittee shall describe the deviations between the work authorized by this permit and the work as constructed on the "Self-Certification Statement of Compliance" form. The description of any deviations on the "Self-Certification Statement of Compliance" form does not constitute approval of any deviations by the Corps.

c. Permit Transfer. When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date the enclosed form (Attachment 10).

d. Reporting Address. The Permittee shall submit all reports, notifications,

DEPARTMENT OF THE ARMY PERMIT: SPGP VI-R1

documentation, and correspondence required by the general and special conditions of this permit to the following address.

(1) For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, P.O. Box 4970, Jacksonville, FL, 32232-0019.

(2) For electronic mail: SAJ-RD-Enforcement@usace.army.mil (not to exceed 10 MB). The Permittee shall reference this permit number, SAJ-2015-2575 on all submittals.

11. The District Engineer reserves the right to require that any request for authorization under this SPGP VI-R1 be evaluated as an Individual Permit. Conformance with the terms and conditions of the SPGP VI-R1 does not automatically guarantee Federal authorization.
12. On a case-by-case basis, the Corps may impose additional Special Conditions which are deemed necessary to minimize adverse environmental impacts.
13. Failure to comply with all conditions of the SPGP VI-R1 constitutes a violation of the Federal authorization.
14. The SPGP VI-R1 will be valid through the expiration date unless suspended or revoked by issuance of a public notice by the District Engineer. The Corps, in conjunction with the Federal resource agencies, will conduct periodic reviews to ensure that continuation of the permit during the period ending expiration date, is not contrary to the public interest. The SPGP VI-R1 will not be extended beyond the expiration date but may be replaced by a new SPGP. If revocation occurs, all future applications for activities covered by the SPGP VI-R1 will be evaluated by the Corps.
15. If the SPGP VI-R1 expires, is revoked, or is terminated prior to completion of the authorized work, authorization of activities which have commenced or are under contract to commence in reliance upon the SPGP VI-R1 will remain in effect provided the activity is completed within 12 months of the date the SPGP VI-R1 expired or was revoked.

Special Conditions for Shoreline Stabilization activities.

16. Shoreline stabilization structures other than vertical seawalls shall be no steeper than a 2 horizontal:1 vertical slope (Reference: JAXBO PDC A1.1.4.).
17. Placement of backfill is limited to those situations where it is necessary to level the land behind seawalls or riprap.
18. Living shoreline structures and permanent wave attenuation structures can only be

DEPARTMENT OF THE ARMY PERMIT: SPGP VI-R1

constructed out of the following materials: oyster breakwaters, clean limestone boulders or stone (sometimes contained in metal baskets or cages to contain the material), small mangrove islands, biologs, coir, rock sills, and pre-fabricated structures made of concrete and rebar that are designed in a manner so that they do not trap sea turtles, smalltooth sawfish, or sturgeon (Reference: JAXBO PDC A7.5.).

a. Reef balls or similar structures are authorized if they are not open on the bottom, are open-bottom structures with a top opening of at least 4 ft, or are pre-fabricated structures, such as reef discs stacked on a pile, and are designed in a manner that would not entrap sea turtles.

b. Oyster reef materials shall be placed and constructed in a manner that ensures that materials will remain stable and that prevents movement of materials to surrounding areas (e.g., oysters will be contained in bags or attached to mats and loose cultch must be surrounded by contained or bagged oysters or another stabilizing feature) (Reference: JAXBO PDC A7.2.).

c. Oyster reef materials shall be placed in designated locations only (i.e., the materials shall not be indiscriminately dumped or allowed to spread outside of the reef structure) (Reference: JAXBO PDC A7.3.)

d. Wave attenuation structures must have 5 ft gaps at least every 75 ft in length as measured parallel to the shoreline and at the sea floor, to allow for tidal flushing and species movement (Reference: JAXBO PDC A7.6.).

e. Other materials are not authorized by this SPGP VI-R1 (Reference: JAXBO PDC A7.5.).

Special Conditions for Boat Ramp activities.

19. Restrictions on Dredged Material and Disposal: Excavation is limited to the area necessary for site preparation. All excavated material shall be removed to an area that is not waters of the United States, as that term is defined and interpreted under the Clean Water Act, including wetlands (Reference: JAXBO PDC A6.2.).

20. Turbidity: The length of new boat ramps and repair and replacement of existing boat ramps to make them longer should ensure a water depth at the end of the ramp is deep enough to minimize sediment resuspension associated with launching vessels in shallow water (Reference: JAXBO PDC A6.5.).

Special Conditions for Docks, Piers, Associated Facilities, and other Minor Piling-Supported Structures.

21. Chickees must be less than 500 ft² and support no more than 2 slips (Reference: JAXBO PDC A2.1.6.).

22. The design and construction of a Project over marsh (emergent vegetation) must comply with the following:
- a. The piling-supported structure shall be aligned so as to have the smallest over-marsh footprint as practicable.
 - b. The over-marsh portion of the piling-supported structure (decking) shall be elevated to at least 4 feet above the marsh floor.
 - c. The width of the piling-supported is limited to a maximum of 4 feet. Any exceptions to the width must be accompanied by an equal increase in height requirement.
23. Mangroves. For pile-supported structures, the following additional requirements for mangroves found in the joint U.S. Army Corps of Engineers'/National Marine Fisheries Service's "Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat" U.S. Army Corps of Engineers/National Marine Fisheries Service updated November 2017 (Attachment 11) shall apply:
- a. The width of the piling-supported structure is limited to a maximum of 4 feet.
 - b. Mangrove clearing is restricted to the width of the piling-supported structure.
 - c. The location and alignment of the piling-supported structure should be through the narrowest area of the mangrove fringe.
24. Regarding SAV, the design and construction of a Project must comply with the following:
- a. A pile supported structure
 - (1) ~~that is located on a natural waterbody (i.e. outside an artificial waterway that was excavated for boating access and is bordered by residential properties); and~~
 - (1) that is within the range of seagrass (estuarine waters within all coastal counties except for Nassau, Duval, St Johns, Flagler and Volusia north of Ponce Inlet), but outside of the range of Johnson's seagrass (the range of Johnson's seagrass is defined as Turkey Creek/Palm Bay south to central Biscayne Bay in the lagoon systems on the east coast of Florida) will be constructed to the following standards:
 - (a) If no survey is performed in accordance with the methods described in the Procedure section of this document, section I.3, then SAV is presumed present and

DEPARTMENT OF THE ARMY PERMIT: SPGP VI-R1

the pile-supported structure must comply with, or provide a higher level of protection than, the protective criteria in the joint U.S. Army Corps of Engineers'/National Marine Fisheries Service's *"Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat"* U.S. Army Corps of Engineers/National Marine Fisheries Service updated November 2017 (Attachment 11). For the purposes of SPGP, two uncovered boatlifts are allowed.

(i) If the pile supported structure is currently serviceable, repair and replacement may occur in the same footprint without completion of a benthic survey.

(ii) Boatlifts and minor structures in Monroe County may be installed within existing boat slips without completion of a SAV survey. Boatlift accessory structures, like catwalks, shall adhere to *"Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat"* U.S. Army Corps of Engineers/National Marine Fisheries Service updated November 2017 (Attachment 11) if a SAV survey has not been completed.

(iii) A marginal dock may be constructed a maximum of 5 feet overwater, as measured from the waterward face (wet face) of the seawall).

(b) If a survey is performed in accordance with the methods described in the Procedure section of this document, section I.3, and SAV is present (including seagrass, tidal freshwater SAV and emergent vegetation), then the pile-supported structure must comply with, or provide a higher level of protection than, the protective criteria in the joint U.S. Army Corps of Engineers'/National Marine Fisheries Service's *"Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat"* U.S. Army Corps of Engineers/National Marine Fisheries Service updated November 2017 (Attachment 11). For the purposes of this permit, two uncovered boatlifts are allowed.

(i) If the pile supported structure is currently serviceable, repair and replacement may occur in the same footprint without completion of a benthic survey.

(ii) Boatlifts may be installed within existing boat slips without completion of a SAV survey.

(iii) A marginal dock may be constructed a maximum of 5 feet overwater, as measured from the waterward face (wet face) of the seawall).

(c) If a survey is performed in accordance with the methods described in the Procedure section of this document, section I.3, and SAV is absent (including seagrass, tidal freshwater SAV and emergent vegetation), then no design restrictions are required and boatlifts may include a cover.

b. A pile supported structure

(1) ~~that is located on a natural waterbody (i.e. outside an artificial waterway that was excavated for boating access and is bordered by residential properties); and~~

(1) that is within the range of Johnson's seagrass (the range of Johnson's seagrass is defined as Turkey Creek/Palm Bay south to central Biscayne Bay in the lagoon systems on the east coast of Florida) but not within Johnson's seagrass critical habitat will be constructed to the following standards:

(a) If no survey is performed in accordance with the methods described in the Procedure section of this document, section I.3, then seagrass is presumed present and the pile-supported structure must comply with or provide a higher level of protection than, the protective criteria in the joint U.S. Army Corps of Engineers'/National Marine Fisheries Service's "Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat" U.S. Army Corps of Engineers/National Marine Fisheries Service updated November 2017 (Attachment 11) with the sole exception of the number of allowable boat lifts. For the purposes of this permit, two uncovered boatlifts are allowed.

(b) If a survey is performed in accordance with the methods described in the Procedure section of this document, section I.3, and SAV is present (including seagrass, tidal freshwater SAV and emergent vegetation), THEN pile-supported structure must comply with or provide a higher level of protection than, the protective criteria in the joint U.S. Army Corps of Engineers'/National Marine Fisheries Service's "Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat" U.S. Army Corps of Engineers/National Marine Fisheries Service updated November 2017 (Attachment 11). For the purposes of this permit, two uncovered boatlifts are allowed.

(c) If a survey is performed in accordance with the methods described in the Procedure section of this document, section I.3, and SAV is absent (including seagrass, tidal freshwater SAV and emergent vegetation), THEN no design restrictions are required and boatlifts may include a cover.

c. A pile supported structure located within Johnson's seagrass critical habitat will be constructed to the following standards:

(1) If no survey is performed in accordance with the methods described in the Procedure section of this document, section I.3, then seagrass is presumed present and the pile-supported structure must comply with or provide a higher level of protection than, the protective criteria in the joint U.S. Army Corps of

DEPARTMENT OF THE ARMY PERMIT: SPGP VI-R1

Engineers'/National Marine Fisheries Service's "Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat" U.S. Army Corps of Engineers/National Marine Fisheries Service updated November 2017 (Attachment 11) with the sole exception of the number of allowable boat lifts. For the purposes of this permit, two uncovered boatlifts are allowed.

(2) If a survey is performed in accordance with the methods described in the Procedure section of this document, section I.3, and SAV is absent and the project is

(a) A dock replacement in the same footprint, no design restrictions are required.

(b) A new dock or dock expansion THEN pile-supported structure must comply with or provide a higher level of protection than, the protective criteria in the joint U.S. Army Corps of Engineers'/National Marine Fisheries Service's "Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat" U.S. Army Corps of Engineers/National Marine Fisheries Service updated November 2017 (Attachment 11). For the purposes of this permit, two uncovered boatlifts are allowed.

(3) If a survey is performed in accordance with the methods described in the Procedure section of this document, section I.3, and SAV is present (including seagrass, tidal freshwater SAV and emergent vegetation), then pile-supported structure must comply with or provide a higher level of protection than, the protective criteria in the joint U.S. Army Corps of Engineers'/National Marine Fisheries Service's "Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat" U.S. Army Corps of Engineers/National Marine Fisheries Service updated November 2017 (Attachment 11). For the purposes of this permit, two uncovered boatlifts are allowed.

25. North Atlantic Right Whale. The attached North Atlantic Right Whale Information Form (Attachment 30) describes the presence of North Atlantic right whales in the area and the Federal regulations governing the approach to North Atlantic right whales. The FDEP or Designee will attach the North Atlantic Right Whale Information Form to their authorizations for any dock project (new construction, repair, or replacement) at a private residence located within 11 nautical miles of an inlet that leads to areas within the known range of North Atlantic right whale. These zones, with an 11 nm radius, are described by the North Atlantic Right Whale Educational Sign Zones, Attachment 7 (from Section 2.1.1.4 of JAXBO, pages 31 and 32, inclusive). (Reference JAXBO PDC A2.4).

26. Educational Signs. For commercial, multi-family, or public facilities, and marine

DEPARTMENT OF THE ARMY PERMIT: SPGP VI-R1

events, signs must be posted as described below (Reference: These replicate JAXBO PDCs A.2.2 and A.2.2.1 to A.2.2.3., inclusive, within the table PDCs Specific to Activity 2 - Pile Supported Structures and Anchored Buoys, starting on page 112.):

a. For commercial, multi-family, or public facilities, and marine events, signs must be posted in a visible location(s), alerting users of listed species in the area susceptible to vessel strikes and hook-and-line captures. The most current version of the signs that must be downloaded and sign installation guidance are available at: (<https://www.fisheries.noaa.gov/southeast/consultations/protected-species-educational-signs>). The signs required to be posted by area are stated below: <https://www.fisheries.noaa.gov/southeast/consultations/protected-species-educational-signs>

(1) All projects in Florida shall use the Save Sea Turtle, Sawfish, and Dolphin sign. These signs shall include contact information to the sea turtle and marine mammal stranding networks and smalltooth sawfish encounter database.

(2) Projects within the North Atlantic right whale educational sign zone shall post the Help Protect North Atlantic Right Whales sign.

(3) On the east coast of Florida, projects located within the St. Johns River and those occurring north of the St. Johns River to the Florida-Georgia line shall post the Report Sturgeon sign. On the west coast of Florida, projects occurring from the Cedar Key, Florida north to the Florida-Alabama line.

27. Monofilament Recycling Bins. For commercial, multi-family, or public facilities, monofilament recycling bins must be provided as described below (Reference: The below replicates PDC A.2.3 within the table PDCs Specific to Activity 2 - Pile Supported Structures and Anchored Buoys, the PDC itself on page 113 of the JAXBO.):

a. For commercial, multi-family, or public facilities, monofilament recycling bins must be provided at the docking facility to reduce the risk of turtle or sawfish entanglement in, or ingestion of, marine debris. Monofilament recycling bins must:

(1) Be constructed and labeled according to the instructions provided at <http://mrrp.myfwc.com>.

(2) Be maintained in working order and emptied frequently (according to <http://mrrp.myfwc.com> standards) so that they do not overflow.

28. Lighting for docks installed within visible distance of ocean beaches. If lighting is necessary, then turtle-friendly lighting shall be installed. Turtle-friendly lighting is explained and examples are provided on the Florida Fish and Wildlife Conservation Commission website: <http://myfwc.com/wildlifehabitats/managed/sea-turtles/lighting/>

DEPARTMENT OF THE ARMY PERMIT: SPGP VI-R1

(Reference: JAXBO PDC A2.8.).

29. Construction Location. Project construction shall take place from uplands or from floating equipment (e.g., barge); prop or wheel-washing is prohibited (Reference: JAXBO PDC A2.9.).
30. Aids to Navigation (ATONs). ATONs must be approved by and installed in accordance with the requirements of the U.S. Coast Guard (i.e., 33 C.F.R., chapter I, subchapter C, part 66, Section 10 of the Rivers and Harbors Act, and any other pertinent requirements) (Reference: JAXBO PDC A2.5.).
31. Aids to Navigation (ATONs) in Acropora critical habitat. The distance from ATONs to ESA-listed corals and Acropora critical habitat (Attachment 20) shall ensure there are no impacts to the corals or the essential feature of Acropora critical habitat from the movement of buoys and tackle. The appropriate distance shall be based on the size of the anchor chain or other tackle to be installed to secure the buoy to its anchor, particularly when the design of the ATON does not prohibit the contact of tackle with the marine bottom. In all cases, buoy tackle will include flotation to ensure there is no contact between the anchor chain or line and the marine bottom (Reference: JAXBO PDC A2.10.).
32. Within Loggerhead sea turtle critical habitat (Reference: JAXBO PDC A2.15.):
 - (1) ATONs (pile-supported and anchored buoys) are allowed in nearshore reproductive habitat of the Northwest Atlantic Distinct Population Segment (NWA DPS) of loggerhead sea turtle critical habitat.
 - (2) No other pile-supported structures are allowed in nearshore reproductive habitat.

Special Conditions for Derelict vessels

33. Visual confirmation (e.g., divers, swimmers, and camera) will be completed prior to removal to ensure that the item can be removed without causing further damage to aquatic natural resources.
34. Coral. If an item cannot be removed without causing harm to surrounding coral (ESA listed or non-listed), the item will be disassembled as much as practicable so that it no longer can accidentally harm or trap species.
35. Monofilament debris will be carefully cut loose from coral (ESA listed or non-listed) so as not to cause further harm. Under no circumstance will line be pulled through coral since this could cause breakage of coral.
36. Marine debris removal methods. Marine debris shall be lifted straight up and not be dragged through seagrass beds, coral reefs, coral, or hard bottom habitats. Trawling

DEPARTMENT OF THE ARMY PERMIT: SPGP VI-R1

also cannot be used as a means of marine debris removal. Debris shall be properly disposed of in appropriate facilities in accordance with applicable federal and state requirements.

37. An absorbent blanket or boom shall be immediately deployed on the surface of the water around any derelict vessel to be removed if fuel, oil, or other free-floating pollutants are observed during the work.

Special Conditions for Scientific Devices

38. Aquatic Life Passage. The scientific survey device, including any related equipment and anchors, shall not block access of species to an area. For example, the structures shall not prevent movement in or out of a river or channel.
39. Restoring Affected Area. No later than 24 months after initial installation or upon completion of data acquisition, whichever comes first, the measuring device and any other structure or fills associated with that device (e.g., anchors, buoys, lines) must be removed and the site must be restored to pre-construction conditions.
40. Preventing Device Relocation. The scientific survey device, including any related equipment and anchors, shall be inspected and any required maintenance performed at least twice a year and following storm events that may have moved or dislodged the structure to ensure that equipment and anchors are still in place and have not moved to areas containing ESA-listed corals.

General Conditions for All Projects:

1. The time limit for completing the work authorized ends on July 27, 2026.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature of the new owner on the enclosed form (Attachment 10) and forward a copy of the permit to this office to validate the transfer of this authorization.

DEPARTMENT OF THE ARMY PERMIT: SPGP VI-R1

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Further Information:

1. Limits of this authorization.
 - a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.
 - b. This permit does not grant any property rights or exclusive privileges.
 - c. This permit does not authorize any injury to the property or rights of others.
 - d. This permit does not authorize interference with any existing or proposed Federal projects.
2. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:
 - a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
 - b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
 - c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
 - d. Design or Construction deficiencies associated with the permitted work.
 - e. Damage claims associated with any future modification, suspension, or revocation of this permit.
3. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.
4. Reevaluation of Permit Decision: This office may reevaluate its decision on this

DEPARTMENT OF THE ARMY PERMIT: SPGP VI-R1

permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

- a. You fail to comply with the terms and conditions of this permit.
 - b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 3 above).
 - c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.
5. Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CER 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.
 6. When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date the enclosed form.
 7. The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the U.S. Army Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal, relocation or alteration.



FLORIDA DEPARTMENT OF Environmental Protection

South District
PO Box 2549
Fort Myers FL 33902-2549
SouthDistrict@FloridaDEP.gov

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

CORRECTED

April 4, 2022

~~Venetian Bay North Yacht Club~~
The Tropics on Venetian Bay - Bill Krackeler
c/o Grady Timmins
Coastal Engineering Consultants, Inc.
3106 South Horseshoe Drive
Naples, FL 34104
gtimmins@cecifl.com

File No.: ~~403553-002~~ 0420148-001-EE, Collier County

Dear ~~Venetian Bay North Yacht Club~~ The Tropics on Venetian Bay - Bill Krackeler:

On March 14, 2022, we received your request for verification of exemption to perform the following activities:

Install 130 linear feet of seawall within 18 inches of the existing seawall at 4500 - 4560 Gulf Shore Blvd N, Naples, Florida 34103, various PID's in the Venetian Bay, Class II Waters, Unclassified for shellfish harvesting, Section 16, Township 49 South, Range 25 East, Collier County.

Your request has been reviewed to determine whether it qualifies for (1) a regulatory exemption, (2) proprietary authorization (related to state-owned submerged lands), and (3) federal approval that may be necessary for work in wetlands or waters of the United States.

Your project either qualifies or was not applicable for all three authorization types.

However, this letter does not relieve you from the responsibility of obtaining other federal, state, or local authorizations that may be required for the activity.

If you change the project from what you submitted, the authorization(s) granted may no longer be valid at the time of commencement of the project. Please contact us prior to beginning your project if you wish to make any changes.

If you have any questions regarding this matter, please contact us by telephone at (239) 344-5600 or by e-mail at SouthDistrict@floridadep.gov.

www.floridadep.gov

1. Regulatory Review – VERIFIED

Based on the information submitted, the Department has verified that the activity as proposed is exempt under Chapter 62-330.051(12)(b), Florida Administrative Code, and Section 403.813(1)(e) of the Florida Statutes from the need to obtain a regulatory permit under Part IV of Chapter 373 of the Florida Statutes.

This exemption verification is based on the information you provided the Department and the statutes and rules in effect when the information was submitted. This verification may not be valid if site conditions materially change, the project design is modified, or the statutes or rules governing the exempt activity are amended. In the event you need to re-verify the exempt status for the activity, a new request and verification fee will be required. Any substantial modifications to the project design should be submitted to the Department for review, as changes may result in a permit being required.

2. Proprietary Review - NOT REQUIRED

The activity does not appear to be located on sovereign submerged lands and does not require further authorization under Chapter 253 of the Florida Statutes, or Chapters 18-20 or 18-21 of the Florida Administrative Code.

3. Federal Review - SPGP APPROVED

Your proposed activity as outlined in your application and attached drawings qualifies for Federal authorization pursuant to the State Programmatic General Permit VI-R1, and a SEPARATE permit or authorization will not be required from the Corps. Please note that the Federal authorization expires on July 27, 2026. However, your authorization may remain in effect for up to 1 additional year, if provisions of Special Condition 15 of the SPGP VI-R1 permit instrument are met. You, as permittee, are required to adhere to all General Conditions and Special Conditions that may apply to your project (attached). A copy of the SPGP VI-R1 with all terms and conditions and the General Conditions may be found at <https://www.saj.usace.army.mil/Missions/Regulatory/Source-Book/>.

Authority for review an agreement with the USACOE entitled “Coordination Agreement Between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection, or Duly Authorized Designee, State Programmatic General Permit”, Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act.

Additional Information

Please retain this letter. The activities may be inspected by authorized state personnel in the future to ensure compliance with appropriate statutes and administrative codes. If the activities are not in compliance, you may be subject to penalties under Chapter 373, F.S., and Chapter 18-14, F.A.C.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
 - (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;
 - (c) A statement of when and how the petitioner received notice of the agency decision;
 - (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
 - (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
 - (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
 - (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.
- The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the

applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the decision. While you are not required to publish notice of this action, you may elect to do so pursuant Rule 62-110.106(10)(a).

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver will not apply to persons who have not received written notice of this action.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

Executed in Orlando, Florida

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Megan Mills
Permitting Program Administrator
South District

Enclosures:

3 Revised Project drawings
62-330.051(12)(b), F.A.C./403.813(1)(e), F.S.
Special and General Conditions for Federal Authorization for SPGP VI-R1

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this document and all attachments, including all copies, were sent to the addressee and to the following listed persons:

None

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to Section 120.52(7), F.S., with the designated Department clerk, receipt of which is hereby acknowledged.



Clerk

June 8, 2022

Date

THE TROPICS ON VENETIAN BAY SEAWALL REPLACEMENT PERMIT DRAWINGS

Received
Electronically
March 14, 2022
South District



EXEMPT

File Number:
0420148-001-EE

PREPARED FOR:

THE TROPICS ON VENETIAN BAY

NOTES

1. PLANE COORDINATES ARE BASED ON THE TRANSVERSE MERCATOR PROJECTION FOR THE EAST ZONE OF FLORIDA AND REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 (NAD 83).
2. ELEVATIONS SHOWN HEREON ARE IN FEET AND TENTHS AND REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
3. INFORMATION SHOWN HEREON REFLECTS CONDITIONS AS THEY EXISTED ON THE SURVEY DATE SHOWN AND CAN ONLY BE CONSIDERED INDICATIVE OF CONDITIONS AT THAT TIME.
4. AERIAL PHOTOGRAPHY OBTAINED FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION, DATED 2020.

INDEX

1. COVER SHEET
2. PLAN VIEW
3. EXISTING AND PROPOSED SEAWALL DETAILS



LOCATION MAP

N.T.S.

PUBLISHED TIDAL INFORMATION

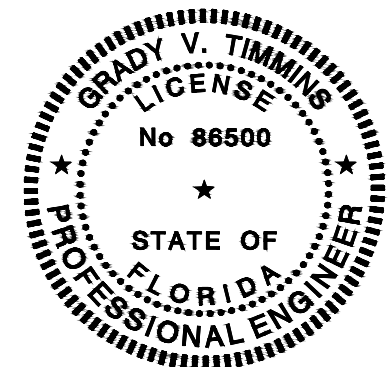
TIDAL DATUMS IN NAPLES, GULF OF MEXICO ARE BASED ON FLORIDA 872 5110

| | |
|----------------------|-------------------------------------|
| TIME PERIOD | = 1/1983-12/1986; 1/1989-12/2001 |
| TIDAL EPOCH | = 1983-2001 |
| CONTROL TIDE STATION | = NAPLES, GULF OF MEXICO (872 5110) |

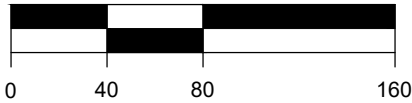
ELEVATIONS OF TIDAL DATUMS ARE REFERENCED IN NAVD 1988.

| | |
|-------------------------------|-------------------|
| MEAN HIGHER HIGH WATER (MHHW) | = +0.58 FT NAVD88 |
| MEAN HIGH WATER (MHW) | = +0.33 FT NAVD88 |
| MEAN LOW WATER (MLW) | = -1.68 FT NAVD88 |
| MEAN LOWER LOW WATER (MLLW) | = -2.29 FT NAVD88 |

FOR PERMITTING PURPOSES ONLY.
NOT TO BE USED FOR CONSTRUCTION.



| | | | | | | | | | | | | | | |
|-------------------------------------|---|---|----------|-----------------------------|--|------------------|----------|--------|----------|-----|------|----|----------------------|--|
| SHEET 1 FILE NO.: 21265-P-TOVB-1 | <p>COASTAL ENGINEERING CONSULTANTS INC. Serving Coastal Communities Since 1977 28421 BONITA CROSSINGS BLVD BONITA SPRINGS, FLORIDA 34135</p> | COASTAL & MARINE ENGINEERING ENVIRONMENTAL & GEOLOGICAL SERVICES SURVEY AND MAPPING ENGINEERING: CA 2464 SURVEYING: LB 2464 | CLIENT: | THE TROPICS ON VENETIAN BAY | | DATE: | 3/3/2022 | SCALE: | AS NOTED | | | | | |
| | | PHONE: (239)643-2324 FAX: (239)643-1143 www.coastalengineering.com E-Mail: info@cecifi.com | TITLE: | COVER SHEET | | DRAWN: | GVT | F.B. | | | | | | |
| | | | CHECKED: | | | MAK | PG. | | | | | | | |
| | | | SEC. | | | TWP. | RNG. | | | | | | | |
| | | | ACAD NO. | | | 21265-P-TOVB.dwg | | | | | | | | |
| | | | REF. NO. | 21.265 | | | | | | NO. | DATE | BY | REVISION DESCRIPTION | |



NOTES

1. REPLACE EXISTING SEAWALL WITHIN 18 INCHES WATERWARD OF EXISTING FOOTPRINT.
2. MUDLINE ELEVATIONS ALONG EXISTING SEAWALL RANGES FROM -2' TO -6' NAVD.

Received
Electronically
March 14, 2022
South District

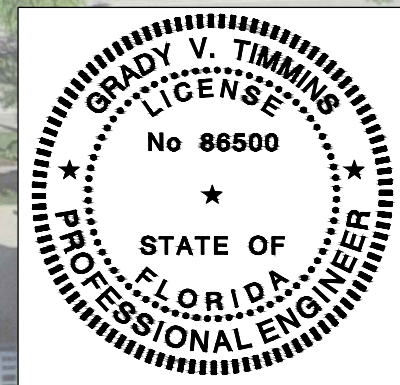


PROPERTY LINE
(O.R. BOOK 1343, PAGES 181-270)

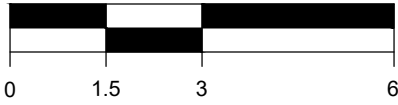
VENETIAN BAY



EXEMPT
File Number:
0420148-001-EE



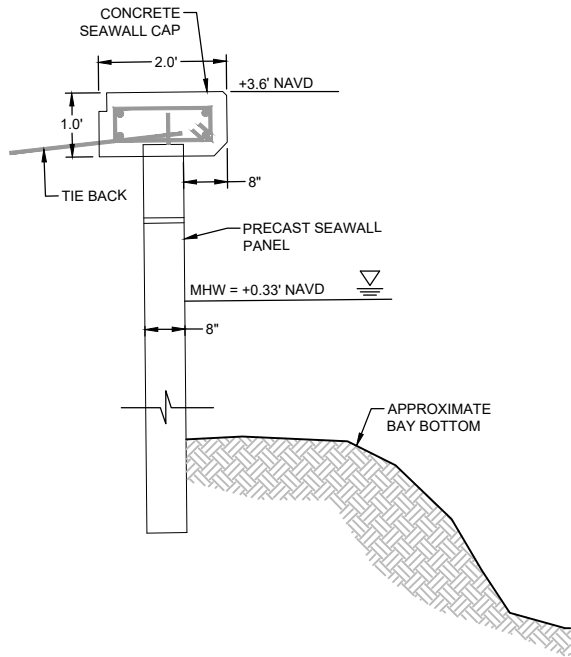
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| SHEET 2 FILE NO.: 21265-P-TOVB-2 | COASTAL ENGINEERING CONSULTANTS INC. Serving Coastal Communities Since 1977 28421 BONITA CROSSINGS BLVD BONITA SPRINGS, FLORIDA 34135 PHONE: (239)643-2324 FAX: (239)643-1143 www.coastalengineering.com E-Mail: info@cecifi.com | CLIENT: THE TROPICS ON VENETIAN BAY | DATE: 3/3/2022 | SCALE: AS NOTED | | | | | |
| | | TITLE: PLAN VIEW | DRAWN: GVT | F.B. | | | | | |
| | | | CHECKED: MAK | PG. | | | | | |
| | | | SEC. TWP. RNG. | | | | | | |
| | | | ACAD NO. 21265-P-TOVB.dwg | | | | | | |
| | REF. NO. 21.265 | | | | | | | | |
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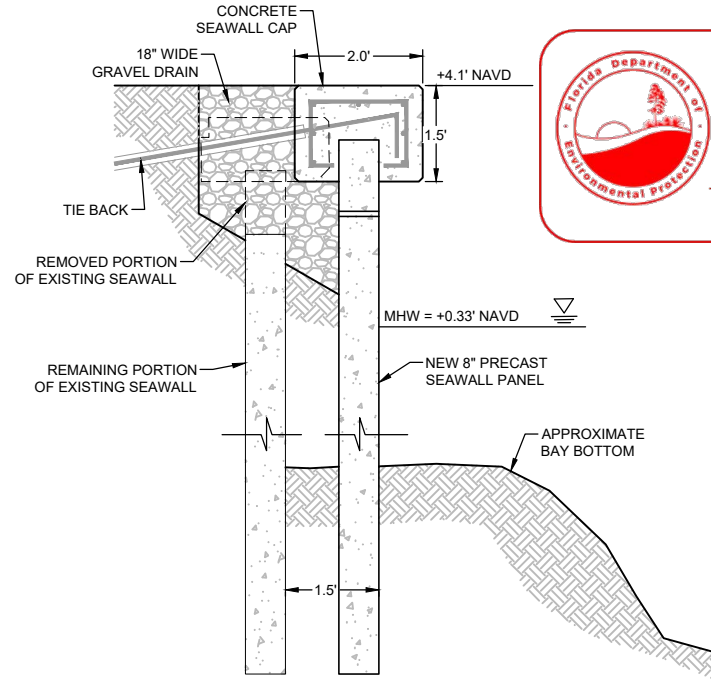
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March 14, 2022
South District



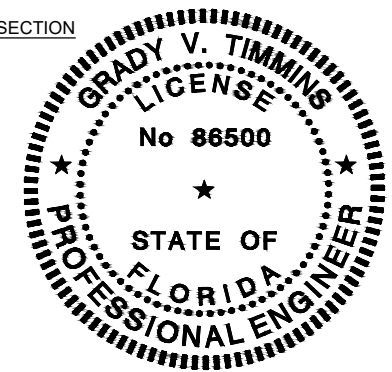
EXEMPT
File Number:
0420148-001-EE

TYPICAL EXISTING SEAWALL SECTION
SCALE: 1" = 3'



TYPICAL PROPOSED SEAWALL REPLACEMENT SECTION
SCALE: 1" = 3'



SHEET 3
FILE NO.: 21265-P-TOVB-3

COASTAL ENGINEERING CONSULTANTS INC.
Serving Coastal Communities Since 1977
28421 BONITA CROSSINGS BLVD
BONITA SPRINGS, FLORIDA 34135

COASTAL & MARINE ENGINEERING
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| | |
|---------|---------------------------------------|
| CLIENT: | THE TROPICS ON VENETIAN BAY |
| TITLE: | EXISTING AND PROPOSED SEAWALL DETAILS |

| | | | | | | | |
|----------|------------------|--------|----------|----|----------------------|--|--|
| DATE: | 3/3/2022 | SCALE: | AS NOTED | | | | |
| DRAWN: | GVT | F.B. | | | | | |
| CHECKED: | MAK | PG. | | | | | |
| SEC. | TWP. | RNG. | | | | | |
| ACAD NO. | 21265-P-TOVB.dwg | | | | | | |
| REF. NO. | 21.265 | NO. | DATE | BY | REVISION DESCRIPTION | | |

Attachment A

62-330.051 Exempt Activities.

The activities meeting the limitations and restrictions below are exempt from permitting. However, if located in, on, or over state-owned submerged lands, they are subject to a separate authorization under Chapters 253 and 258, F.S., and Chapters 18-18, 18-20, and 18-21, F.A.C., as applicable.

(12) Construction, Replacement, Restoration, Enhancement, and Repair of Seawall, Riprap, and Other Shoreline Stabilization –

(b) The restoration of a seawall or riprap under Section 403.813(1)(e), F.S., where:

1. The seawall or riprap has been damaged or destroyed within the last year by a discrete event, such as a storm, flood, accident, or fire or where the seawall or rip rap restoration or repair involves only minimal backfilling to level the land directly associated with the restoration or repair and does not involve land reclamation as the primary project purpose, as further explained in section 3.2.4 of Volume I;

2. Restoration shall be no more than 18 inches waterward of its previous location, as measured from the waterward face of the existing seawall to the face of the restored seawall, or from the waterward slope of the existing riprap to the waterward slope of the restored riprap;

3. Applicable permits under Chapter 161, F.S., are obtained.

403.813 Permits issued at district centers; exceptions.—

(1) A permit is not required under this chapter, chapter 373, chapter 61-691, Laws of Florida, or chapter 25214 or chapter 25270, 1949, Laws of Florida, for activities associated with the following types of projects; however, except as otherwise provided in this subsection, this subsection does not relieve an applicant from any requirement to obtain permission to use or occupy lands owned by the Board of Trustees of the Internal Improvement Trust Fund or a water management district in its governmental or proprietary capacity or from complying with applicable local pollution control

(e) The restoration of seawalls at their previous locations or upland of, or within 18 inches waterward of, their previous locations. However, this shall not affect the permitting requirements of chapter 161, and department rules shall clearly indicate that this exception does not constitute an exception from the permitting requirements of chapter 161.

Special Conditions for all Projects:

1. Authorization, design and construction must adhere to the terms of the SPGP VI-R1 instrument including the General Conditions for All Projects, Special Conditions for All Projects, Applicable activity-specific special conditions, Procedure and Work Authorized sections.
2. Design and construction must adhere to the PDCs for In-Water Activities (Attachment 28, from PDCs AP.7 through AP11, inclusive, of JAXBO) (Reference: JAXBO PDC AP.1.).
3. All activities must be performed during daylight hours (Reference: JAXBO PDC AP.6.).
4. For all projects involving the installation of piles, sheet piles, concrete slab walls or boatlift I-beams (Reference Categories A, B and C of JAXBO *PDCs for In-Water Noise from Pile and Sheet Pile Installation*, page 86):
 - a. Construction methods limited to trench and fill, pilot hole (auger or drop punch), jetting, vibratory, and impact hammer (however, impact hammer limited to installing no more than 5 per day).
 - b. Material limited to wood piles with a 14-inch diameter or less, concrete piles with a 24-inch diameter/width or less, metal pipe piles with a 36-inch diameter or less, metal boatlift I-beams, concrete slab walls, vinyl sheet piles, and metal sheet piles.
 - c. Any installation of metal pipe or metal sheet pile by impact hammer is not authorized (Reference: Categories D and E of JAXBO *PDCs for In-Water Noise from Pile and Sheet Pile Installation*, page 86.).
 - d. Projects within the boundary of the NOAA Florida Keys National Marine Sanctuary require prior approval from the Sanctuary (Reference: JAXBO PDCs AP.14 and A1.6).
5. The Permittee shall comply with the "Standard Manatee Conditions for In-Water Work – 2011" (Attachment 29).
6. No structure or work shall adversely affect or disturb properties listed in the National Register of Historic Places or those eligible for inclusion in the National Register. Prior to the start of work, the Applicant/Permittee or other party on the Applicant's/Permittee's behalf, shall conduct a search of known historical properties by contracting a professional archaeologist, and contacting the Florida Master Site File at 850-245-6440 or SiteFile@dos.state.fl.us. The Applicant/Permittee can also research sites in the National Register Information System (NRIS). Information can be found at <http://www.cr.nps.gov/nr/research>.

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a. If, during the initial ground disturbing activities and construction work, there are archaeological/cultural materials unearthed (which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work in the vicinity and notify the Compliance and Review staff of the State Historic Preservation Office at 850-245-6333 and the Corps Regulatory Archeologist at 904-232-3270 to assess the significance of the discovery and devise appropriate actions, including salvage operations. Based on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend, or revoke the permit in accordance with 33 C.F.R. § 325.7.

b. In the unlikely event that human remains are identified, the remains will be treated in accordance with Section 872.05, Florida Statutes; all work in the vicinity shall immediately cease and the local law authority, and the State Archaeologist (850-245-6444) and the Corps Regulatory Archeologist at 904-232-3270 shall immediately be notified. Such activity shall not resume unless specifically authorized by the State Archaeologist and the Corps.

7. The Permittee is responsible for obtaining any “take” permits required under the U.S. Fish and Wildlife Service’s regulations governing compliance with these laws. The Permittee should contact the appropriate local office of the U.S. Fish and Wildlife Service to determine if such “take” permits are required for a particular activity.

8. Mangroves. The design and construction of a Project must comply with the following (Reference: JAXBO PDCs AP.3 and AP.12.):

a. All projects must be sited and designed to avoid or minimize impacts to mangroves.

b. Mangrove removal must be conducted in a manner that avoids any unnecessary removal and is limited to the following instances:

(1) Removal to install up to a 4-ft-wide walkway for a dock.

(2) Removal of mangroves above the mean high water line (MHWL) provided that the tree does not have any prop roots that extend into the water below the MHWL.

(3) Mangrove trimming. Mangrove trimming refers to the removal (using hand equipment such as chain saws and/or machetes) of lateral branches (i.e., no alteration of the trunk of the tree) in a manner that ensures survival of the tree.

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(a) Projects with associated mangrove trimming waterward of the MHWL are authorized if the trimming: (a) occurs within the area where the authorized structures are placed or will be placed (i.e., removal of branches that overhang a dock or lift), (b) is necessary to provide temporary construction access, and (c) is conducted in a manner that avoids any unnecessary trimming.

(b) Projects proposing to remove red mangrove prop roots waterward of the MHWL are not authorized, except for removal to install the dock walkways as described above.

9. For Projects authorized under this SPGP VI-R1 in navigable waters of the U.S., the Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

10. Notifications to the Corps. For all authorizations under this SPGP VI-R1, including Self-Certifications, the Permittee shall provide the following notifications to the Corps:

a. Commencement Notification. Within 10 days from the date of initiating the work authorized by this permit the Permittee shall submit a completed "Commencement Notification" form (Attachment 8).

b. Corps *Self-Certification Statement of Compliance* form. Within 60 days of completion of the work authorized by this permit, the Permittee shall complete the "Self-Certification Statement of Compliance" form (Attachment 9) and submit it to the Corps. In the event that the completed work deviates in any manner from the authorized work, the Permittee shall describe the deviations between the work authorized by this permit and the work as constructed on the "Self-Certification Statement of Compliance" form. The description of any deviations on the "Self-Certification Statement of Compliance" form does not constitute approval of any deviations by the Corps.

c. Permit Transfer. When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date the enclosed form (Attachment 10).

d. Reporting Address. The Permittee shall submit all reports, notifications,

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documentation, and correspondence required by the general and special conditions of this permit to the following address.

(1) For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, P.O. Box 4970, Jacksonville, FL, 32232-0019.

(2) For electronic mail: SAJ-RD-Enforcement@usace.army.mil (not to exceed 10 MB). The Permittee shall reference this permit number, SAJ-2015-2575 on all submittals.

11. The District Engineer reserves the right to require that any request for authorization under this SPGP VI-R1 be evaluated as an Individual Permit. Conformance with the terms and conditions of the SPGP VI-R1 does not automatically guarantee Federal authorization.
12. On a case-by-case basis, the Corps may impose additional Special Conditions which are deemed necessary to minimize adverse environmental impacts.
13. Failure to comply with all conditions of the SPGP VI-R1 constitutes a violation of the Federal authorization.
14. The SPGP VI-R1 will be valid through the expiration date unless suspended or revoked by issuance of a public notice by the District Engineer. The Corps, in conjunction with the Federal resource agencies, will conduct periodic reviews to ensure that continuation of the permit during the period ending expiration date, is not contrary to the public interest. The SPGP VI-R1 will not be extended beyond the expiration date but may be replaced by a new SPGP. If revocation occurs, all future applications for activities covered by the SPGP VI-R1 will be evaluated by the Corps.
15. If the SPGP VI-R1 expires, is revoked, or is terminated prior to completion of the authorized work, authorization of activities which have commenced or are under contract to commence in reliance upon the SPGP VI-R1 will remain in effect provided the activity is completed within 12 months of the date the SPGP VI-R1 expired or was revoked.

Special Conditions for Shoreline Stabilization activities.

16. Shoreline stabilization structures other than vertical seawalls shall be no steeper than a 2 horizontal:1 vertical slope (Reference: JAXBO PDC A1.1.4.).
17. Placement of backfill is limited to those situations where it is necessary to level the land behind seawalls or riprap.
18. Living shoreline structures and permanent wave attenuation structures can only be

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constructed out of the following materials: oyster breakwaters, clean limestone boulders or stone (sometimes contained in metal baskets or cages to contain the material), small mangrove islands, biologs, coir, rock sills, and pre-fabricated structures made of concrete and rebar that are designed in a manner so that they do not trap sea turtles, smalltooth sawfish, or sturgeon (Reference: JAXBO PDC A7.5.).

a. Reef balls or similar structures are authorized if they are not open on the bottom, are open-bottom structures with a top opening of at least 4 ft, or are pre-fabricated structures, such as reef discs stacked on a pile, and are designed in a manner that would not entrap sea turtles.

b. Oyster reef materials shall be placed and constructed in a manner that ensures that materials will remain stable and that prevents movement of materials to surrounding areas (e.g., oysters will be contained in bags or attached to mats and loose cultch must be surrounded by contained or bagged oysters or another stabilizing feature) (Reference: JAXBO PDC A7.2.).

c. Oyster reef materials shall be placed in designated locations only (i.e., the materials shall not be indiscriminately dumped or allowed to spread outside of the reef structure) (Reference: JAXBO PDC A7.3.)

d. Wave attenuation structures must have 5 ft gaps at least every 75 ft in length as measured parallel to the shoreline and at the sea floor, to allow for tidal flushing and species movement (Reference: JAXBO PDC A7.6.).

e. Other materials are not authorized by this SPGP VI-R1 (Reference: JAXBO PDC A7.5.).

Special Conditions for Boat Ramp activities.

19. Restrictions on Dredged Material and Disposal: Excavation is limited to the area necessary for site preparation. All excavated material shall be removed to an area that is not waters of the United States, as that term is defined and interpreted under the Clean Water Act, including wetlands (Reference: JAXBO PDC A6.2.).

20. Turbidity: The length of new boat ramps and repair and replacement of existing boat ramps to make them longer should ensure a water depth at the end of the ramp is deep enough to minimize sediment resuspension associated with launching vessels in shallow water (Reference: JAXBO PDC A6.5.).

Special Conditions for Docks, Piers, Associated Facilities, and other Minor Piling-Supported Structures.

21. Chickees must be less than 500 ft² and support no more than 2 slips (Reference: JAXBO PDC A2.1.6.).

22. The design and construction of a Project over marsh (emergent vegetation) must comply with the following:
- a. The piling-supported structure shall be aligned so as to have the smallest over-marsh footprint as practicable.
 - b. The over-marsh portion of the piling-supported structure (decking) shall be elevated to at least 4 feet above the marsh floor.
 - c. The width of the piling-supported is limited to a maximum of 4 feet. Any exceptions to the width must be accompanied by an equal increase in height requirement.
23. Mangroves. For pile-supported structures, the following additional requirements for mangroves found in the joint U.S. Army Corps of Engineers'/National Marine Fisheries Service's "Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat" U.S. Army Corps of Engineers/National Marine Fisheries Service updated November 2017 (Attachment 11) shall apply:
- a. The width of the piling-supported structure is limited to a maximum of 4 feet.
 - b. Mangrove clearing is restricted to the width of the piling-supported structure.
 - c. The location and alignment of the piling-supported structure should be through the narrowest area of the mangrove fringe.
24. Regarding SAV, the design and construction of a Project must comply with the following:
- a. A pile supported structure
 - (1) ~~that is located on a natural waterbody (i.e. outside an artificial waterway that was excavated for boating access and is bordered by residential properties); and~~
 - (1) that is within the range of seagrass (estuarine waters within all coastal counties except for Nassau, Duval, St Johns, Flagler and Volusia north of Ponce Inlet), but outside of the range of Johnson's seagrass (the range of Johnson's seagrass is defined as Turkey Creek/Palm Bay south to central Biscayne Bay in the lagoon systems on the east coast of Florida) will be constructed to the following standards:
 - (a) If no survey is performed in accordance with the methods described in the Procedure section of this document, section I.3, then SAV is presumed present and

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the pile-supported structure must comply with, or provide a higher level of protection than, the protective criteria in the joint U.S. Army Corps of Engineers'/National Marine Fisheries Service's *"Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat"* U.S. Army Corps of Engineers/National Marine Fisheries Service updated November 2017 (Attachment 11). For the purposes of SPGP, two uncovered boatlifts are allowed.

(i) If the pile supported structure is currently serviceable, repair and replacement may occur in the same footprint without completion of a benthic survey.

(ii) Boatlifts and minor structures in Monroe County may be installed within existing boat slips without completion of a SAV survey. Boatlift accessory structures, like catwalks, shall adhere to *"Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat"* U.S. Army Corps of Engineers/National Marine Fisheries Service updated November 2017 (Attachment 11) if a SAV survey has not been completed.

(iii) A marginal dock may be constructed a maximum of 5 feet overwater, as measured from the waterward face (wet face) of the seawall).

(b) If a survey is performed in accordance with the methods described in the Procedure section of this document, section I.3, and SAV is present (including seagrass, tidal freshwater SAV and emergent vegetation), then the pile-supported structure must comply with, or provide a higher level of protection than, the protective criteria in the joint U.S. Army Corps of Engineers'/National Marine Fisheries Service's *"Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat"* U.S. Army Corps of Engineers/National Marine Fisheries Service updated November 2017 (Attachment 11). For the purposes of this permit, two uncovered boatlifts are allowed.

(i) If the pile supported structure is currently serviceable, repair and replacement may occur in the same footprint without completion of a benthic survey.

(ii) Boatlifts may be installed within existing boat slips without completion of a SAV survey.

(iii) A marginal dock may be constructed a maximum of 5 feet overwater, as measured from the waterward face (wet face) of the seawall).

(c) If a survey is performed in accordance with the methods described in the Procedure section of this document, section I.3, and SAV is absent (including seagrass, tidal freshwater SAV and emergent vegetation), then no design restrictions are required and boatlifts may include a cover.

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b. A pile supported structure

(1) ~~that is located on a natural waterbody (i.e. outside an artificial waterway that was excavated for boating access and is bordered by residential properties); and~~

(1) that is within the range of Johnson's seagrass (the range of Johnson's seagrass is defined as Turkey Creek/Palm Bay south to central Biscayne Bay in the lagoon systems on the east coast of Florida) but not within Johnson's seagrass critical habitat will be constructed to the following standards:

(a) If no survey is performed in accordance with the methods described in the Procedure section of this document, section I.3, then seagrass is presumed present and the pile-supported structure must comply with or provide a higher level of protection than, the protective criteria in the joint U.S. Army Corps of Engineers'/National Marine Fisheries Service's "Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat" U.S. Army Corps of Engineers/National Marine Fisheries Service updated November 2017 (Attachment 11) with the sole exception of the number of allowable boat lifts. For the purposes of this permit, two uncovered boatlifts are allowed.

(b) If a survey is performed in accordance with the methods described in the Procedure section of this document, section I.3, and SAV is present (including seagrass, tidal freshwater SAV and emergent vegetation), THEN pile-supported structure must comply with or provide a higher level of protection than, the protective criteria in the joint U.S. Army Corps of Engineers'/National Marine Fisheries Service's "Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat" U.S. Army Corps of Engineers/National Marine Fisheries Service updated November 2017 (Attachment 11). For the purposes of this permit, two uncovered boatlifts are allowed.

(c) If a survey is performed in accordance with the methods described in the Procedure section of this document, section I.3, and SAV is absent (including seagrass, tidal freshwater SAV and emergent vegetation), THEN no design restrictions are required and boatlifts may include a cover.

c. A pile supported structure located within Johnson's seagrass critical habitat will be constructed to the following standards:

(1) If no survey is performed in accordance with the methods described in the Procedure section of this document, section I.3, then seagrass is presumed present and the pile-supported structure must comply with or provide a higher level of protection than, the protective criteria in the joint U.S. Army Corps of

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Engineers'/National Marine Fisheries Service's "Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat" U.S. Army Corps of Engineers/National Marine Fisheries Service updated November 2017 (Attachment 11) with the sole exception of the number of allowable boat lifts. For the purposes of this permit, two uncovered boatlifts are allowed.

(2) If a survey is performed in accordance with the methods described in the Procedure section of this document, section I.3, and SAV is absent and the project is

(a) A dock replacement in the same footprint, no design restrictions are required.

(b) A new dock or dock expansion THEN pile-supported structure must comply with or provide a higher level of protection than, the protective criteria in the joint U.S. Army Corps of Engineers'/National Marine Fisheries Service's "Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat" U.S. Army Corps of Engineers/National Marine Fisheries Service updated November 2017 (Attachment 11). For the purposes of this permit, two uncovered boatlifts are allowed.

(3) If a survey is performed in accordance with the methods described in the Procedure section of this document, section I.3, and SAV is present (including seagrass, tidal freshwater SAV and emergent vegetation), then pile-supported structure must comply with or provide a higher level of protection than, the protective criteria in the joint U.S. Army Corps of Engineers'/National Marine Fisheries Service's "Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat" U.S. Army Corps of Engineers/National Marine Fisheries Service updated November 2017 (Attachment 11). For the purposes of this permit, two uncovered boatlifts are allowed.

25. North Atlantic Right Whale. The attached North Atlantic Right Whale Information Form (Attachment 30) describes the presence of North Atlantic right whales in the area and the Federal regulations governing the approach to North Atlantic right whales. The FDEP or Designee will attach the North Atlantic Right Whale Information Form to their authorizations for any dock project (new construction, repair, or replacement) at a private residence located within 11 nautical miles of an inlet that leads to areas within the known range of North Atlantic right whale. These zones, with an 11 nm radius, are described by the North Atlantic Right Whale Educational Sign Zones, Attachment 7 (from Section 2.1.1.4 of JAXBO, pages 31 and 32, inclusive). (Reference JAXBO PDC A2.4).

26. Educational Signs. For commercial, multi-family, or public facilities, and marine

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events, signs must be posted as described below (Reference: These replicate JAXBO PDCs A.2.2 and A.2.2.1 to A.2.2.3., inclusive, within the table PDCs Specific to Activity 2 - Pile Supported Structures and Anchored Buoys, starting on page 112.):

a. For commercial, multi-family, or public facilities, and marine events, signs must be posted in a visible location(s), alerting users of listed species in the area susceptible to vessel strikes and hook-and-line captures. The most current version of the signs that must be downloaded and sign installation guidance are available at: (<https://www.fisheries.noaa.gov/southeast/consultations/protected-species-educational-signs>). The signs required to be posted by area are stated below: <https://www.fisheries.noaa.gov/southeast/consultations/protected-species-educational-signs>

(1) All projects in Florida shall use the Save Sea Turtle, Sawfish, and Dolphin sign. These signs shall include contact information to the sea turtle and marine mammal stranding networks and smalltooth sawfish encounter database.

(2) Projects within the North Atlantic right whale educational sign zone shall post the Help Protect North Atlantic Right Whales sign.

(3) On the east coast of Florida, projects located within the St. Johns River and those occurring north of the St. Johns River to the Florida-Georgia line shall post the Report Sturgeon sign. On the west coast of Florida, projects occurring from the Cedar Key, Florida north to the Florida-Alabama line.

27. Monofilament Recycling Bins. For commercial, multi-family, or public facilities, monofilament recycling bins must be provided as described below (Reference: The below replicates PDC A.2.3 within the table PDCs Specific to Activity 2 - Pile Supported Structures and Anchored Buoys, the PDC itself on page 113 of the JAXBO.):

a. For commercial, multi-family, or public facilities, monofilament recycling bins must be provided at the docking facility to reduce the risk of turtle or sawfish entanglement in, or ingestion of, marine debris. Monofilament recycling bins must:

(1) Be constructed and labeled according to the instructions provided at <http://mrrp.myfwc.com>.

(2) Be maintained in working order and emptied frequently (according to <http://mrrp.myfwc.com> standards) so that they do not overflow.

28. Lighting for docks installed within visible distance of ocean beaches. If lighting is necessary, then turtle-friendly lighting shall be installed. Turtle-friendly lighting is explained and examples are provided on the Florida Fish and Wildlife Conservation Commission website: <http://myfwc.com/wildlifehabitats/managed/sea-turtles/lighting/>

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(Reference: JAXBO PDC A2.8.).

29. Construction Location. Project construction shall take place from uplands or from floating equipment (e.g., barge); prop or wheel-washing is prohibited (Reference: JAXBO PDC A2.9.).
30. Aids to Navigation (ATONs). ATONs must be approved by and installed in accordance with the requirements of the U.S. Coast Guard (i.e., 33 C.F.R., chapter I, subchapter C, part 66, Section 10 of the Rivers and Harbors Act, and any other pertinent requirements) (Reference: JAXBO PDC A2.5.).
31. Aids to Navigation (ATONs) in Acropora critical habitat. The distance from ATONs to ESA-listed corals and Acropora critical habitat (Attachment 20) shall ensure there are no impacts to the corals or the essential feature of Acropora critical habitat from the movement of buoys and tackle. The appropriate distance shall be based on the size of the anchor chain or other tackle to be installed to secure the buoy to its anchor, particularly when the design of the ATON does not prohibit the contact of tackle with the marine bottom. In all cases, buoy tackle will include flotation to ensure there is no contact between the anchor chain or line and the marine bottom (Reference: JAXBO PDC A2.10.).
32. Within Loggerhead sea turtle critical habitat (Reference: JAXBO PDC A2.15.):
 - (1) ATONs (pile-supported and anchored buoys) are allowed in nearshore reproductive habitat of the Northwest Atlantic Distinct Population Segment (NWA DPS) of loggerhead sea turtle critical habitat.
 - (2) No other pile-supported structures are allowed in nearshore reproductive habitat.

Special Conditions for Derelict vessels

33. Visual confirmation (e.g., divers, swimmers, and camera) will be completed prior to removal to ensure that the item can be removed without causing further damage to aquatic natural resources.
34. Coral. If an item cannot be removed without causing harm to surrounding coral (ESA listed or non-listed), the item will be disassembled as much as practicable so that it no longer can accidentally harm or trap species.
35. Monofilament debris will be carefully cut loose from coral (ESA listed or non-listed) so as not to cause further harm. Under no circumstance will line be pulled through coral since this could cause breakage of coral.
36. Marine debris removal methods. Marine debris shall be lifted straight up and not be dragged through seagrass beds, coral reefs, coral, or hard bottom habitats. Trawling

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also cannot be used as a means of marine debris removal. Debris shall be properly disposed of in appropriate facilities in accordance with applicable federal and state requirements.

37. An absorbent blanket or boom shall be immediately deployed on the surface of the water around any derelict vessel to be removed if fuel, oil, or other free-floating pollutants are observed during the work.

Special Conditions for Scientific Devices

38. Aquatic Life Passage. The scientific survey device, including any related equipment and anchors, shall not block access of species to an area. For example, the structures shall not prevent movement in or out of a river or channel.
39. Restoring Affected Area. No later than 24 months after initial installation or upon completion of data acquisition, whichever comes first, the measuring device and any other structure or fills associated with that device (e.g., anchors, buoys, lines) must be removed and the site must be restored to pre-construction conditions.
40. Preventing Device Relocation. The scientific survey device, including any related equipment and anchors, shall be inspected and any required maintenance performed at least twice a year and following storm events that may have moved or dislodged the structure to ensure that equipment and anchors are still in place and have not moved to areas containing ESA-listed corals.

General Conditions for All Projects:

1. The time limit for completing the work authorized ends on July 27, 2026.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature of the new owner on the enclosed form (Attachment 10) and forward a copy of the permit to this office to validate the transfer of this authorization.

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5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Further Information:

1. Limits of this authorization.
 - a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.
 - b. This permit does not grant any property rights or exclusive privileges.
 - c. This permit does not authorize any injury to the property or rights of others.
 - d. This permit does not authorize interference with any existing or proposed Federal projects.
2. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:
 - a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
 - b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
 - c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
 - d. Design or Construction deficiencies associated with the permitted work.
 - e. Damage claims associated with any future modification, suspension, or revocation of this permit.
3. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.
4. Reevaluation of Permit Decision: This office may reevaluate its decision on this

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permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

- a. You fail to comply with the terms and conditions of this permit.
 - b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 3 above).
 - c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.
5. Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CER 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.
 6. When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date the enclosed form.
 7. The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the U.S. Army Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal, relocation or alteration.