

DATE OF PHOTOGRAPH: APRIL 2024.
PHOTOGRAPH PROPERTY OF LEE COUNTY.
EXHIBIT FOR ILLUSTRATIVE PURPOSES ONLY.



**HUMISTON
& MOORE
ENGINEERS**
COASTAL
ENGINEERING DESIGN
AND PERMITTING

WULFERT CHANNEL DREDGING
1:6000 AERIAL

FOR: CITY OF SANIBEL

DATE: 01/27/25

FILE: AERIAL

SCALE: SHOWN

JOB: 27008

DATUM: NAVD

FIGURE: 1

NOTES:

1. CITY OF SANIBEL BOUNDARY APPROXIMATED FROM LEE COUNTY PROPERTY APPRAISER GEOVIEW
2. SITE LOCATIONS BASED ON PERMIT NO. SAJ-2012-01760

5679 STRAND COURT
NAPLES, FL 34110
FAX: (239) 594-2025
PHONE: (239) 594-2021
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WULFERT CHANNEL DREDGING
SPOIL SITE 2 AERIAL

FOR: CITY OF SANIBEL

DATE: 01/27/25

FILE: AERIAL

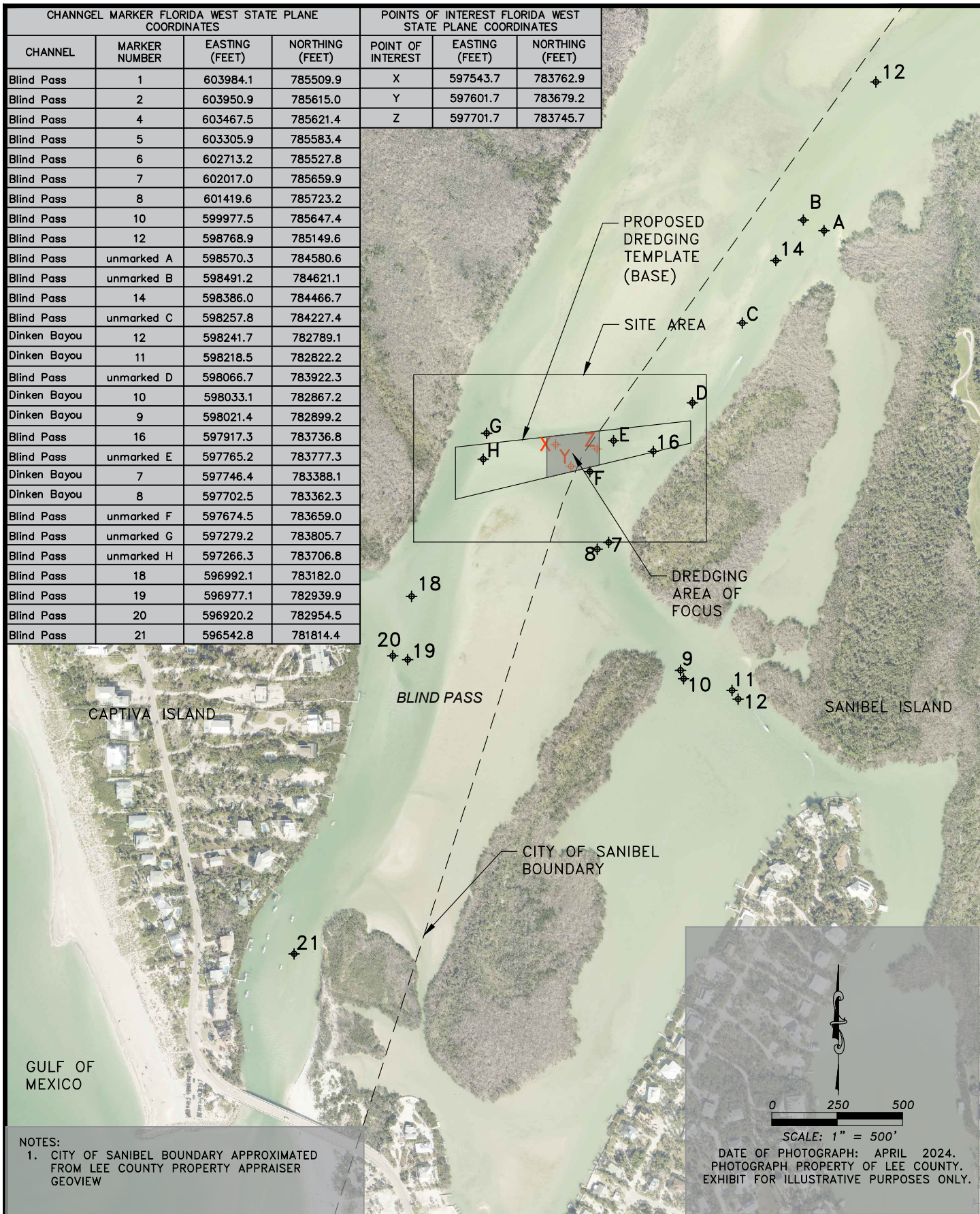
SCALE: SHOWN

JOB: 27008

DATUM: NAVD

FIGURE: 3

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NOTES:
1. CITY OF SANIBEL BOUNDARY APPROXIMATED
FROM LEE COUNTY PROPERTY APPRAISER
GEOVIEW

SCALE: 1" = 500'
DATE OF PHOTOGRAPH: APRIL 2024.
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WULFERT CHANNEL DREDGING
1:500 AERIAL

FOR: CITY OF SANIBEL

DATE: 01/27/25

FILE: AERIAL

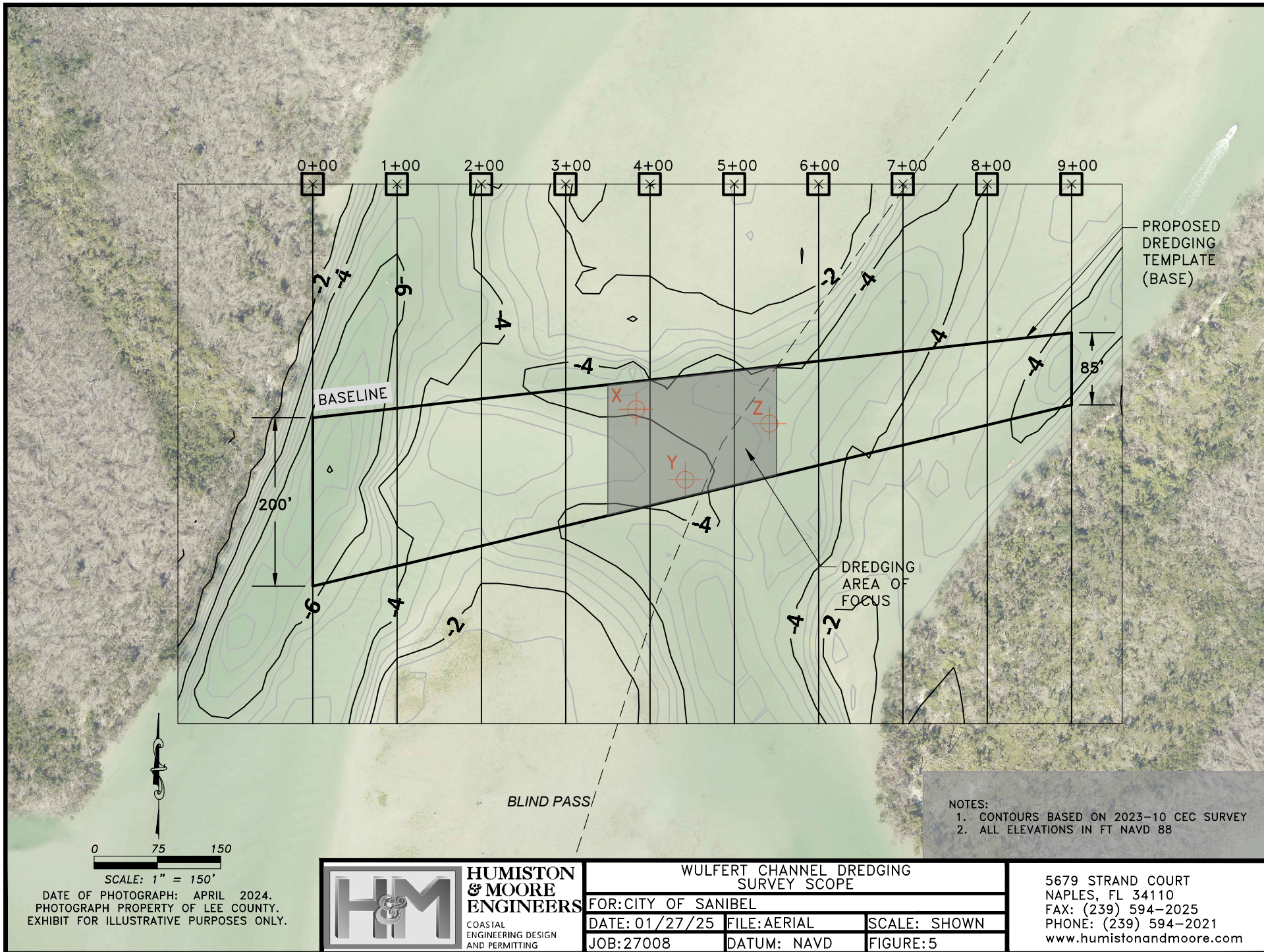
SCALE: SHOWN

JOB: 27008

DATUM: NAVD

FIGURE: 4

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- NOTES:
1. CONTOURS BASED ON 2023-10 CEC SURVEY
 2. ALL ELEVATIONS IN FT NAVD 88

WULFERT CHANNEL DREDGING
SURVEY SCOPE

FOR: CITY OF SANIBEL

DATE: 01/27/25

FILE: AERIAL

SCALE: SHOWN

JOB: 27008

DATUM: NAVD

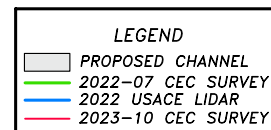
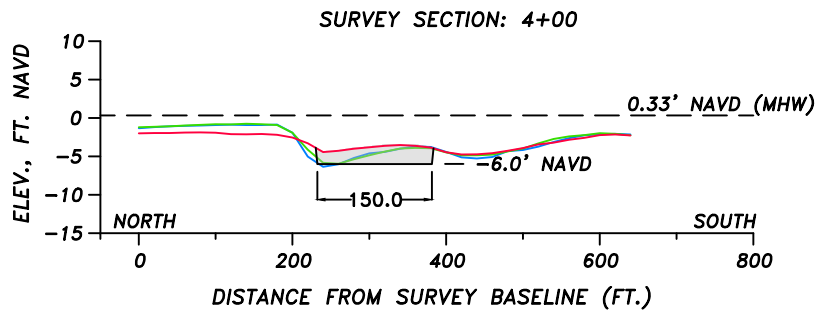
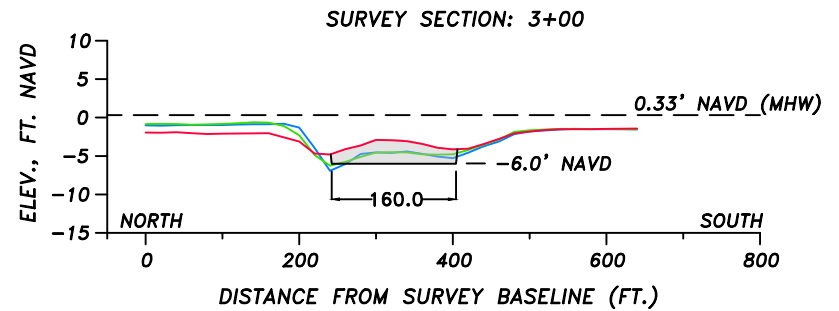
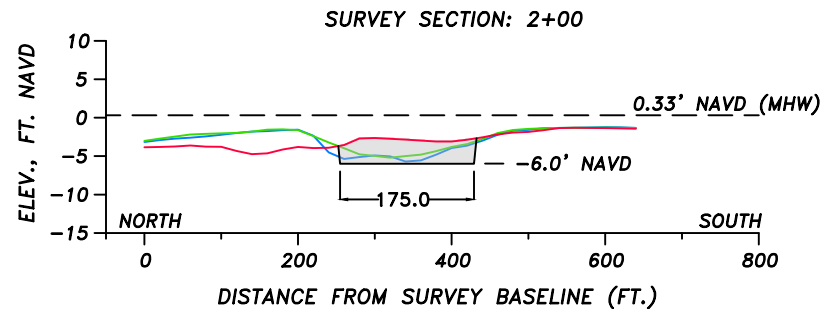
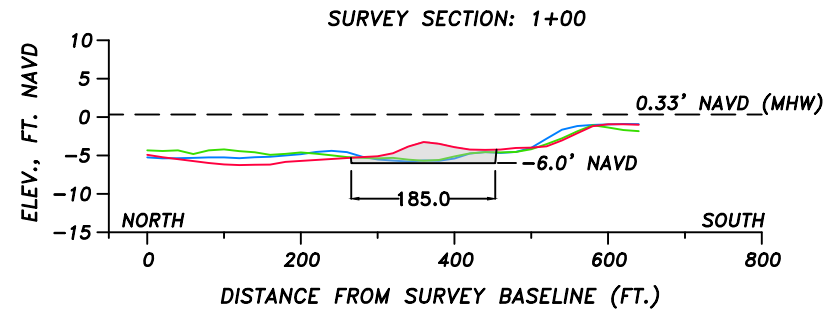
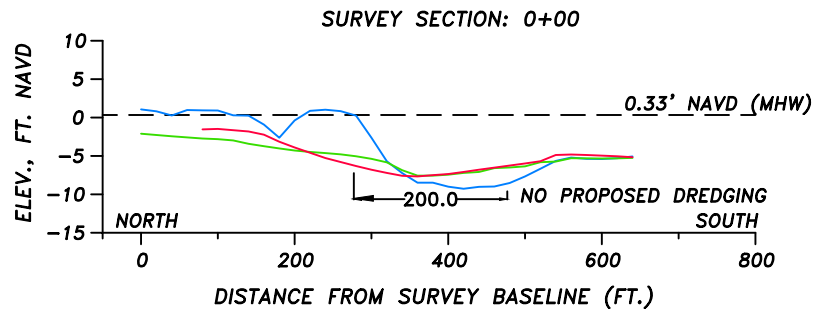
FIGURE: 5

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VERTICAL SCALE: 1"=25'
HORIZONTAL SCALE: 1"=250'

PROPOSED TEMPLATE CUT VOLUME: 9250 CY
AREA OF FOCUS CUT VOLUME: 1980 CY

NOTES:

1. OVERDEPTH TOLERANCE OF 0.5'
2. ALL ELEVATIONS IN FT NAVD 88
3. SIDE SLOPES OF DREDGE TEMPLATE 1V:1H
4. VOLUME CALCULATED FROM 2023-10 CEC SURVEY PROFILE CUT TO -6.0' NAVD 88
5. AREA OF FOCUS FROM SURVEY SECTION 3+50 TO 5+50



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AND PERMITTING

WULFERT CHANNEL DREDGING
SURVEY CROSS SECTIONS

FOR: CITY OF SANIBEL

DATE: 01/27/25

FILE: SECTIONS

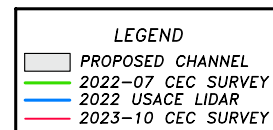
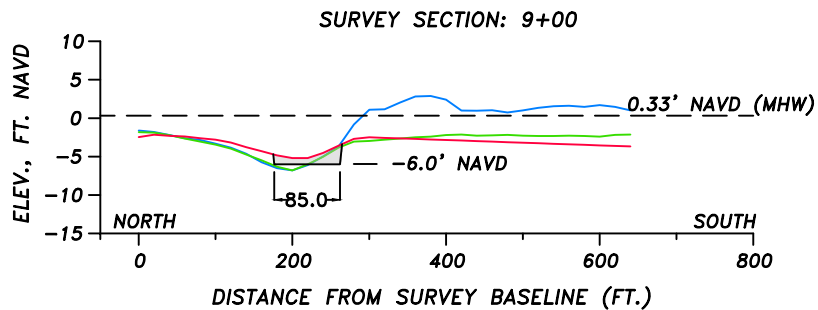
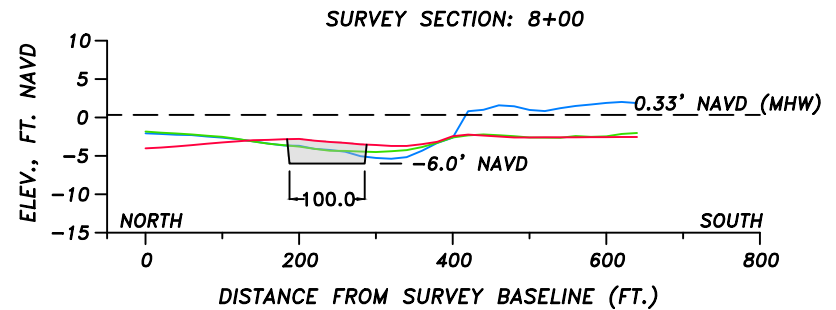
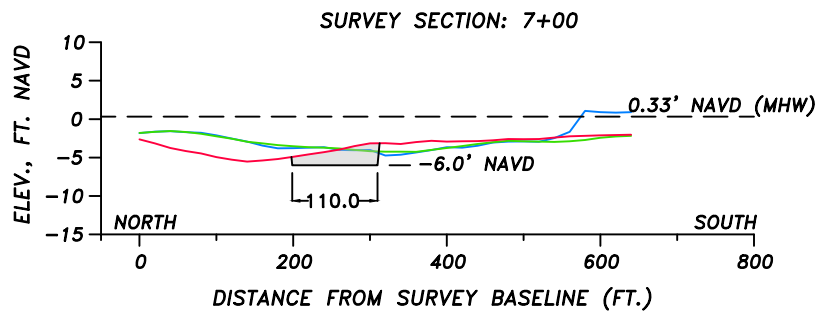
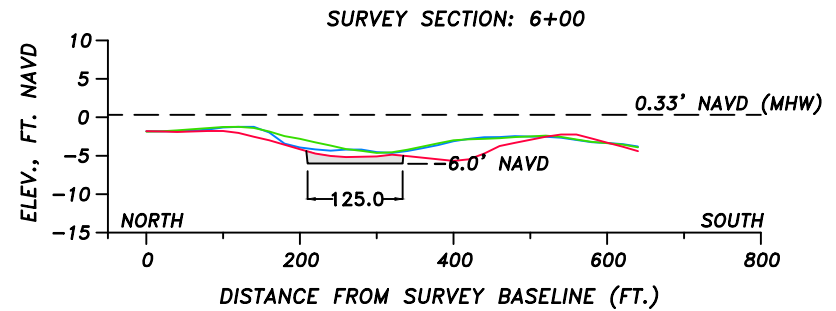
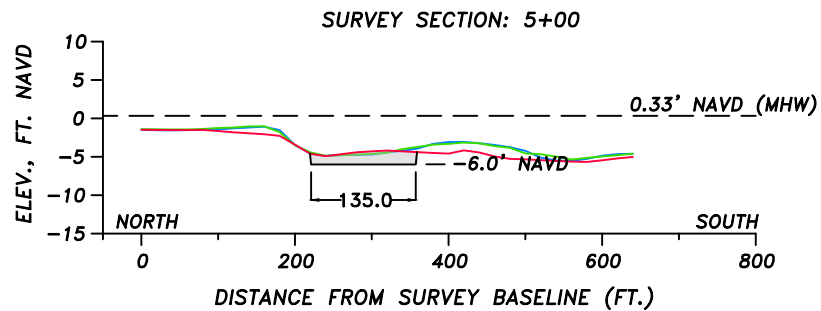
SCALE: SHOWN

JOB: 27008

DATUM: NAVD

FIGURE: 6

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PROPOSED TEMPLATE CUT VOLUME: 9250 CY
AREA OF FOCUS CUT VOLUME: 1980 CY

VERTICAL SCALE: 1"=25'
HORIZONTAL SCALE: 1"=250'

NOTES:

1. OVERDEPTH TOLERANCE OF 0.5'
2. ALL ELEVATIONS IN FT NAVD 88
3. SIDE SLOPES OF DREDGE TEMPLATE 1V:1H
4. VOLUME CALCULATED FROM 2023-10 CEC SURVEY PROFILE CUT TO -6.0' NAVD 88
5. AREA OF FOCUS FROM SURVEY SECTION 3+50 TO 5+50



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AND PERMITTING

**WULFERT CHANNEL DREDGING
SURVEY CROSS SECTIONS**

FOR: CITY OF SANIBEL

DATE: 01/27/25

FILE: SECTIONS

SCALE: SHOWN

JOB: 27008

DATUM: NAVD

FIGURE: 7

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GOOGLE EARTH, 10/02/2022



NOAA, 10/12/2024



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**WULFERT CHANNEL DREDGING
AERIAL PHOTOS**

FOR: CITY OF SANIBEL

DATE: 01/27/25

JOB: 27008

FILE: AERIAL

DATUM: NAVD

SCALE: SHOWN

FIGURE: 8

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DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, JACKSONVILLE DISTRICT
701 SAN MARCO BOULEVARD
JACKSONVILLE, FLORIDA 32207-8175

March 5, 2025

Regulatory Division
West Permits Branch
Fort Myers Permits Section
SAJ-2024-01807(NWP-SJF)

City of Sanibel
C/o Holly Milbrandt
800 Dunlop Road
Sanibel, FL 33957
Sent via email: holly.milbrandt@mysanibel.com

Dear Holly Milbrandt:

Your request for authorization under emergency permitting procedures was received on February 7, 2025. Your proposal involves maintenance dredging of the Wulfert Channel to a depth of -3.89 MLLW involving the removal of 9,250 cubic yards of accumulated material from 2.9 acre of non-vegetated tidal bottoms. The spoil material will be transported by barge to a temporary upland storage site before being trucked to an authorized upland disposal site. Mechanical dredging is proposed from a barge. Turbidity curtains will be deployed around all work areas that are in/over waters of the U.S.

The project site is located at the Wulfert Channel within Blind Pass Inlet, Sanibel, Florida, in Section 2, Township 46 S, Range 21 E, in Lee County. Specifically, the project is located at 26.1898°, -82.17923°. The proposed activities are authorized under approved emergency permitting procedures in accordance with the terms and conditions specified below.

Terms:

1. You are authorized to undertake the activity described above pursuant to Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. § 403).
2. The proposed activities are authorized by Nationwide Permit (NWP) 35 (Maintenance Dredging of Existing Basins). In order for this NWP authorization to be valid, you must ensure that the work is performed in accordance with the Nationwide Permit General Conditions, the Jacksonville District Regional Conditions, and the General and Project-Specific Special Conditions listed below. Please access the U.S. Army Corps of Engineers Jacksonville District's Regulatory Source Book web page for links to view NWP information at:

<https://www.saj.usace.army.mil/Missions/Regulatory/Source-Book/>. Please be aware this Internet address is case sensitive and should be entered as it appears above. Once there, select "Nationwide Permits."

3. The authorized work must be completed within **180 days** from the date of this authorization.
4. You must adhere to the general and special conditions listed below.
5. Authorization granted under emergency procedures does not convey any property rights or exclusive privileges. It does not authorize any injury to the property or rights of others or obviate the need to obtain other Federal, state, or local authorizations required by law. In addition, it does not authorize interference with any existing or proposed Federal project.

General Conditions (33 CFR Part 320-330):

1. The time limit for completing the work authorized ends on **September 1, 2025**.
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 of 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 transfer form attached to this letter and forward a copy to this office to validate the transfer of this authorization.
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 a representative 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.

Project-Specific Special Conditions:

1. **Reporting Address:** The Permittee shall submit all reports, notifications, documentation, and correspondence required by the general and special conditions of this permit to either (not both) of the following addresses:
 - a. For electronic mail (preferred): SAJ-RD-Enforcement@usace.army.mil (not to exceed 15 MB).
 - b. For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019.

The Permittee shall reference this permit number, SAJ-2024-01807 (NW –SJF), on all submittals.

2. **Posting of Permit:** The Permittee shall have available and maintain for review a copy of this permit and approved plans at the construction site.
3. **Self-Certification:** Within 60 days of completion of the work authorized by this permit, the Permittee shall complete the ENG Form 6285, "Certification of Compliance with Department of Army Permit" (located at https://www.publications.usace.army.mil/Portals/76/Eng_Form_6285_2024%20Dec%20FINAL.pdf) and submit it to the Corps.

4. Cultural Resources/Historic Properties:

- a. No structure or work shall adversely affect, impact, or disturb properties listed in the *National Register of Historic Places* (NRHP), or those eligible for inclusion in the NRHP.
- b. If, during permitted activities, items that may have historic or archaeological origin are observed the Permittee shall immediately cease all activities adjacent to the discovery that may result in the destruction of these resources and shall prevent his/her employees from further removing, or otherwise damaging, such resources. The applicant shall notify both the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333 and the Corps, of the observations within the same business day (8 hours). Examples of submerged historical, archaeological or cultural resources include shipwrecks, shipwreck debris fields (such as steam engine parts, or wood planks and beams), anchors, ballast rock, concreted iron objects,

concentrations of coal, prehistoric watercraft (such as log "dugouts"), and other evidence of human activity. The materials may be deeply buried in sediment, resting in shallow sediments or above them, or protruding into water. The Corps shall coordinate with the Florida State Historic Preservation Officer (SHPO) to assess the significance of the discovery and devise appropriate actions. Project activities shall not resume without verbal and/or written authorization from the Corps.

- c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition and, if deemed necessary by the SHPO or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). 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 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.
 - d. In the unlikely event that unmarked human remains are identified on non-federal lands; they will be treated in accordance with Section 872.05 Florida Statutes. All work and ground disturbing activities within a 100-meter diameter of the unmarked human remains shall immediately cease and the Permittee shall immediately notify the medical examiner, Corps, and State Archaeologist within the same business day (8-hours). The Corps shall then notify the appropriate SHPO. 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 CFR Part 325.7. Such activity shall not resume without written authorization from the SHPO and from the Corps.
5. **Assurance of Navigation and Maintenance:** 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 or alteration.
6. **Jacksonville District Programmatic Biological Opinion (JAXBO):** Structures and activities authorized under this permit will be constructed and operated in accordance with all applicable project design criteria's (PDCs) contained in the

JAXBO, based on the permitted activity. Johnson's seagrass and its critical habitat were delisted from the Endangered Species Act on May 16, 2022. Therefore, JAXBO PDCs required to minimize adverse effects to Johnson's seagrass and its critical habitat are no longer applicable to any project. Failure to comply with applicable PDCs will constitute noncompliance with this permit. In addition, failure to comply with the applicable PDCs, where a take of listed species occurs, would constitute an unauthorized take. The NMFS is the appropriate authority to determine compliance with the Endangered Species Act. The most current version of JAXBO can be accessed at the Jacksonville District Regulatory Division website in the Endangered Species section of the Sourcebook located at:

<http://www.saj.usace.army.mil/Missions/Regulatory/SourceBook.aspx>

JAXBO may be subject to revision at any time. The most recent version of the JAXBO must be utilized during the design and construction of the permitted work.

7. **Manatee Conditions:** The Permittee shall comply with the attached "Standard Manatee Conditions for In-Water Work – 2011." The most recent version of the Manatee Conditions must be utilized.
8. **Turbidity Barriers:** Prior to the initiation of any of the work authorized by this permit, the Permittee shall install floating turbidity barriers with weighted skirts that extend within 1 foot of the bottom around all work areas that are in, or adjacent to, surface waters. The turbidity barriers shall remain in place and be maintained daily until the authorized work has been completed and turbidity within the construction area has returned to ambient levels. Turbidity barriers shall be removed upon stabilization of the work area.
9. **Work During Daylight Hours:** All work shall be performed during daylight hours only.
10. **Manatee Observer:** A dedicated manatee observer, whose sole responsibility is to watch for manatees, must be present during in-water work. The observer must be experienced in manatee observation techniques and have prior on-the-job experience as an observer during previous in-water work where the activities were similar in nature to the proposed project. The dedicated observer shall be present and perform no other duties that may interfere with their ability to observe for protected marine species. This person shall be someone other than the dredge and equipment operators/mechanics.
11. **Proposed Species/Critical Habitat:** The action falls within the range for the Green sea turtle which is proposed critical habitat for the species under the Endangered Species Act. If the final critical habitat is designated and the authorized work has not been completed, the Permittee is required to stop work and ask the Corps to re-evaluate the effects of the permitted action on the Green sea turtle and/or critical habitat, and if needed, complete Section 7 consultation

with the National Marine Fisheries Service to address potential impacts to the Green sea turtle and/or critical habitat.

12. **Dredged Material Disposal:** The Permittee shall place all dredged material in a self-contained, upland disposal site as detailed in the attached project plan set, Drawing 1 of 7. The Permittee shall maintain the upland disposal site to prevent the discharge of dredged material and associated effluent into waters of the United States

This letter of authorization does not include conditions that would prevent the 'take' of a state-listed fish or wildlife species. These species are protected under sec. 379.411, Florida Statutes, and listed under Rule 68A-27, Florida Administrative Code. With regard to fish and wildlife species designated as species of special concern or threatened by the State of Florida, you are responsible for coordinating directly with the Florida Fish and Wildlife Conservation Commission (FWC). You can visit the FWC license and permitting webpage (<http://www.myfwc.com/license/wildlife/>) for more information, including a list of those fish and wildlife species designated as species of special concern or threatened. The Florida Natural Areas Inventory (<http://www.fnai.org/>) also maintains updated lists, by county, of documented occurrences of those species.

This letter of authorization does not give absolute Federal authority to perform the work as specified on your application. The proposed work may be subject to local building restrictions mandated by the National Flood Insurance Program. You should contact your local office that issues building permits to determine if your site is located in a flood-prone area, and if you must comply with the local building requirements mandated by the National Flood Insurance Program.

Should you have any questions related to this verification or have issues accessing the documents reference in this letter, please contact Stephen Fleming via telephone at 239-334-1975, or via e-mail at Stephen.j.fleming@usace.army.mil.

Sincerely,

FLEMING.STEPH
EN.J.1383193970

Digitally signed by
FLEMING.STEPHEN.J.1383193970
Date: 2025.03.05 15:43:59 -05'00'

Stephen J. Fleming
Project Manager

Enclosures:

Permit Transfer Request Form

Self-Certification Statement of Compliance

Manatee Conditions for In-Water Work

JaxBO PDCs for All Projects

JaxBO PDCs for Maintenance Dredging

FDEP Emergency Final Order 24-2534, dated September 24, 2024

Project Drawings

Cc:

Agent, Brett Moore – Humiston Moore Engineers

via email: bdm@humistonandmoore.com

DEPARTMENT OF THE ARMY PERMIT TRANSFER REQUEST

DA PERMIT NUMBER: SAJ-2024-01807(NW-SJF)

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. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, does not expire.

To validate the transfer of this permit and the associated responsibilities associated with compliance with its terms and conditions, have the transferee sign and date below and mail to the U.S. Army Corps of Engineers, Enforcement Section, Post Office Box 4970, Jacksonville, FL 32232-0019 or submit via electronic mail to: SAJ-RD-Enforcement@usace.army.mil (not to exceed 15 MB).

(TRANSFeree-SIGNATURE)

(SUBDIVISION)

(DATE)

(LOT)

(BLOCK)

(NAME-PRINTED)

(STREET ADDRESS)

(MAILING ADDRESS)

(CITY, STATE, ZIP CODE)

SELF-CERTIFICATION STATEMENT OF COMPLIANCE

Within sixty (60) days of completion of the authorized work, submit this form via electronic mail to saj-rd-enforcement@usace.army.mil (preferred) or by standard mail to U.S. Army Corps of Engineers, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019.

1. **Department of the Army Permit Number:** SAJ-2024-01807(NW-SJF)

2. **Permittee Information:** Name: _____

Email: _____

Address: _____

Phone: _____

3. **Date Authorized Work Started:** _____ **Completed:** _____

4. **Contact to Schedule Inspection:** Name: _____

Email: _____

Phone: _____

5. **Description of Authorized Work (e.g. bank stabilization, fill placed within wetlands, docks, dredging, etc.):** _____

6. **Acreage or Square Feet of Impacts to Waters of the United States:** _____

7. **Describe Mitigation completed (if applicable):** _____

8. **Describe any Deviations from Permit (attach drawing(s) depicting the deviations):** _____

I certify that all work, and mitigation (if applicable) was done in accordance with the limitations and conditions as described in the permit. Any deviations as described above are depicted on the attached drawing(s).

Signature of Permittee

Printed Name of Permittee

Date

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK 2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

- a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
- b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
- c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
- d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
- e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com
- f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to the email address listed above.

CAUTION: MANATEE HABITAT

All project vessels

IDLE SPEED / NO WAKE

When a manatee is within 50 feet of work
all in-water activities must

SHUT DOWN

Report any collision with or injury to a manatee:



Wildlife Alert:

1-888-404-FWCC(3922)

cell *FWC or #FWC

**U.S. Army Corps of Engineers Jacksonville District's Programmatic Biological
Opinion (JaxBO) Project Design Criteria (PDCs) for In-Water Activities**

November 20, 2017

- 1) **(AP.7.) Education and Observation:** The permittee must ensure that all personnel associated with the project are instructed about the potential presence of species protected under the ESA and the Marine Mammal Protection Act (MMPA). All on-site project personnel are responsible for observing water-related activities for the presence of protected species. All personnel shall be advised that there are civil and criminal penalties for harming, harassing, or killing ESA-listed species or marine mammals. To determine which species may be found in the project area, please review the relevant Protected Species List at:
http://sero.nmfs.noaa.gov/protected_resources/section_7/threatened_endangered/index.html
- 2) **(AP.8.) Reporting of interactions with protected species:**
 - a) Any collision(s) with and/or injury to any sea turtle, sawfish, whale, or sturgeon occurring during the construction of a project, shall be reported immediately to NMFS's Protected Resources Division (PRD) at (1-727-824-5312) or by email to takereport.nmfs@noaa.gov and SAJ-RD-Enforcement@usace.army.mil.
 - b) Smalltooth sawfish: Report sightings to 1-844-SAWFISH or email Sawfish@MyFWC.com
 - c) Sturgeon: Report dead sturgeon to 1-844-STURG 911 (1-844-788-7491) or email nmfs.ser.sturgeonnetwork@noaa.gov
 - d) Sea turtles and marine mammals: Report stranded, injured, or dead animals to 1-877-WHALE HELP (1-877-942-5343).
 - e) North Atlantic right whale: Report injured, dead, or entangled right whales to the USCG via VHF Channel 16.
- 3) **(AP.9.) Vessel Traffic and Construction Equipment:** All vessel operators must watch for and avoid collision with species protected under the ESA and MMPA. Vessel operators must avoid potential interactions with protected species and operate in accordance with the following protective measures:
 - a) *Construction Equipment:*
 - i) All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while operating in water depths where the draft of the vessel provides less than a 4-foot (ft) clearance from the bottom, and in all depths after a protected species has been observed in and has departed the area.
 - ii) All vessels will follow marked channels and/or routes using the maximum water depth whenever possible.
 - iii) Operation of any mechanical construction equipment, including vessels, shall cease immediately if a listed species is observed within a 50-ft radius of

construction equipment and shall not resume until the species has departed the area of its own volition.

- iv) If the detection of species is not possible during certain weather conditions (e.g., fog, rain, wind), then in-water operations will cease until weather conditions improve and detection is again feasible.

b) *All Vessels:*

- i) Sea turtles: Maintain a minimum distance of 150 ft.
- ii) North Atlantic right whale: Maintain a minimum 1,500-ft distance (500 yards).
- iii) Vessels 65 ft in length or longer must comply with the Right Whale Ship Strike Reduction Rule (50 CFR 224.105) which includes reducing speeds to 10 knots or less in Seasonal Management Areas (<http://www.fisheries.noaa.gov/pr/shipstrike/>).
- iv) Mariners shall check various communication media for general information regarding avoiding ship strikes and specific information regarding right whale sightings in the area. These include NOAA weather radio, USCG NAVTEX broadcasts, and Notices to Mariners.
- v) Marine mammals (i.e., dolphins, whales [other than North Atlantic right whales], and porpoises): Maintain a minimum distance of 300 ft.
- vi) When these animals are sighted while the vessel is underway (e.g., bow-riding), attempt to remain parallel to the animal's course. Avoid excessive speed or abrupt changes in direction until they have left the area.
- vii) Reduce speed to 10 knots or less when mother/calf pairs or groups of marine mammals are observed, when safety permits.

4) **(AP.10.) Turbidity Control Measures during Construction:** Turbidity must be monitored and controlled. Prior to initiating any of the work covered under this Opinion, the Permittee shall install turbidity curtains as described below. In some instances, the use of turbidity curtains may be waived by the USACE project manager if the project is deemed too minimal to generate turbidity (e.g., certain ATON installation, scientific survey device placement, marine debris removal) or if the current is too strong for the curtains to stay in place. Turbidity curtains specifications:

- a) Install floating turbidity barriers with weighted skirts that extend to within 1 ft of the bottom around all work areas that are in, or adjacent to, surface waters.
- b) Use these turbidity barriers throughout construction to control erosion and siltation and ensure that turbidity levels within the project area do not exceed background conditions.
- c) Position turbidity barriers in a way that does not block species' entry to or exit from designated critical habitat.
- d) Monitor and maintain turbidity barriers in place until the authorized work has been completed and the water quality in the project area has returned to background conditions.
- e) In the range of ESA-listed corals (St. Lucie Inlet, Martin County south to the Dry Tortugas and the U.S. Caribbean) and Johnson's seagrass (Turkey Creek/Palm

Bay south to central Biscayne Bay in the lagoon systems on the east coast of Florida):

- i) Projects that include upland earth moving (e.g., grading to install a building or parking lot associated with a dock and seawall project), must install sediment control barriers to prevent any upland sediments from reaching estuarine or marine waters.
- ii) The turbidity curtain requirement cannot be waived for any project that moves or removes sediment (e.g., dredging, auger to create a pile, trenching to install a cableline). If turbidity curtains are not feasible in an area based on site conditions such as water current, high wave action, or stormy conditions, the project must undergo individual Section 7 consultation and is not covered under this Programmatic Opinion.

5) **(AP.11.) Entanglement:** All turbidity curtains and other in-water equipment must be properly secured with materials that reduce the risk of entanglement of marine species (described below). Turbidity curtains likewise must be made of materials that reduce the risk of entanglement of marine species.

- a) In-water lines (rope, chain, and cable, including the lines to secure turbidity curtains) must be stiff, taut, and non-looping. Examples of such lines are heavy metal chains or heavy cables that do not readily loop and tangle. Flexible in-water lines, such as nylon rope or any lines that could loop or tangle, must be enclosed in a plastic or rubber sleeve/tube to add rigidity and prevent the line from looping and tangling. In all instances, no excess line is allowed in the water.
- b) Turbidity curtains and other in-water equipment must be placed in a manner that does not entrap species within the construction area or block access for them to navigate around the construction area.

Project Design Criteria

PDCs specific to Activity 3 (maintenance, minor, and muck dredging):

A3.1. Activities covered by this Opinion include:

A3.1.1. Maintenance dredging of existing areas such as canals, channels, basins, berths, marinas, boat slips, and areas around intake and discharge structures. Maintenance dredging will be limited to the depth and width previously authorized by the USACE or other regulatory authority such as FDEP or water management districts. There is no size limit for maintenance dredging so long as it meets the previously authorized depth and width. If the previous authorized depth is unknown, dredging is limited to -7.0 ft MLW including any advanced maintenance or overdredge.

A3.1.2. Minor dredging (non-maintenance) dredging as follows:

A3.1.2.1. For dredging to accommodate vessel mooring at boat slips around docks and marinas, the size is limited to the minimum necessary to accommodate vessel mooring, not to exceed 5,000 ft². The maximum allowed dredging depth (including overdredge) cannot exceed the depth of the adjacent navigational channel (i.e., controlling depth) or a maximum depth of -7 ft MLW. For projects located adjacent to federal channels (not within the dredged navigational channel), the dredging depth can exceed -7 ft MLW so long as it does not exceed the controlling depth of the federal channel.

A3.1.2.2. For treasure hunting and salvage operations that use blowers, propeller deflectors, and suctioning devices, the size is limited to a total of 5,000 ft² and is limited to sandy areas only.

A3.1.2.3. Minor dredging does not include dredging to create new navigational channels.

A3.1.2.4. Minor dredging includes dredging to accommodate the placement of shoreline stabilization, outfall structures; boat ramps; upland cut boat ramps and basins; temporary platforms, fill, and cofferdams; and placement of erosion and scour control-measures. This type of dredging is usually required to embed materials and/or to allow smooth transition of the work to the natural surrounding elevation.

A3.1.3. Muck Dredging, or removing accumulated organic to restore natural habitats and for water quality enhancement, as follows:

A3.1.3.1. Muck dredging cannot be used to increase water depths to support navigation, access, or vessel mooring.

A3.1.3.2. Dredging depths are limited to only that necessary to remove the muck layer down to natural sediments.

The following PDCs apply to all the activities described in PDC A3.1 above:

A3.2. This Opinion does not cover hopper dredging.

- A3.3. With respect to the dredged material, all dredged material must be placed in an USACE-verified upland disposal site, EPA or USACE-designated open water disposal site, USACE Dredged Material Management Area, or USACE-approved beneficial use sites for mitigation or restoration, as long as it meets PDC A3.3.1-A3.3.3 below.
- A3.3.1. The disposal sites shall employ erosion control measures such as upland erosion control, such as filtration or berms, or in-water turbidity curtains.
- A3.3.2. Handling and storage of dredged material must be completed in a manner that prevents sedimentation, erosion, and turbidity during dewatering, overflow, transferring, and storage of the dredged material. For example, the overwater transfer of dredge material should either contain the dredged material and any water to prevent sedimentation or employ other methods, such as turbidity curtains in the marine environment, to ensure that any turbidity generated as the water is returned to the marine environment is contained. If the applicant conducts sediment testing voluntarily or in compliance with other law, and such testing indicates high levels of contaminants in the sediments to be dredged, water from dewatering should not be released back into the marine environment.
- A3.3.3. This Opinion does not cover the use of in-water disposal sites (e.g., beneficial use sites or ocean disposal sites) unless the use of the in-water disposal sites has previously undergone ESA-Section 7 consultation with NMFS for disposal of material at these locations. If the applicant is seeking disposal in an in-water disposal location not previously consulted on by NMFS, then the entire project (both dredging and disposal) must be consulted on separately and is not covered under this Opinion.
- A3.3.4. This Opinion applies to upland disposal of beach quality sand on beaches if placed above the existing MHW, if the grain size analysis indicates that the dredged sand is compatible with the existing beach sand, and if the sand placement does not change the existing waterward extension of the beach. Placement of beach sand on nesting beaches above MHW that may affect ESA-listed species is under the jurisdiction of the USFWS.
- A3.4. This Opinion does not cover dredging within the mapped and authorized federal navigational channels (e.g., ICW, AIWW, GIWW, or harbors [e.g., Port Canaveral]). Dredging outside of the mapped channel in the surrounding waters is covered.

Additional PDCs for Activity 3 applicable in critical habitat:

In addition to the PDCs above, the project must be designed to meet the following PDCs if the project occurs in the critical habitat as described below.

- A3.5. Smalltooth sawfish critical habitat:
- A3.5.1. Maintenance dredging of canals in smalltooth sawfish critical habitat is covered under this Opinion as long as it is within the previously authorized dredge footprint and to the previously USACE authorized depth.
- A3.5.2. For minor dredging: If only the shallow euryhaline (MHWL to -3 ft MLLW) water essential feature is present (i.e., no red mangroves), dredged depths are limited to a maximum depth of -3 ft MLLW. If red mangroves are present,

dredging, excavation, or disposal is not allowed within 5 ft of all red mangrove prop roots.

A3.5.3. Muck dredging, as defined in PDC A3.1.3, is not allowed in shallow, euryhaline habitat (MHWL to -3 ft MLLW)

A3.5.4. Dredging and disposal activities are not allowed in areas identified as smalltooth sawfish limited exclusion zones, defined in Section 2.1.1.1.

A3.6. Gulf sturgeon critical habitat: No treasure hunting or muck dredging is allowed in Gulf sturgeon critical habitat at any time of year. No maintenance or minor dredging is allowed in Gulf sturgeon critical habitat between September and March, when sturgeon are likely to be present in these areas. When allowed, maintenance and minor dredging activities shall be conducted according to the PDCs above for all dredging activities.

A3.7. *Acropora* critical habitat and the U.S. Caribbean: This Opinion does not cover dredging (maintenance, minor, or muck) and disposal in *Acropora* critical habitat where the essential features are present or within the U.S. Caribbean. This Opinion does not cover projects requiring penetrating or removing underlying hard substrate (e.g., bedrock, hardbottom) using any methods including blasting or fracturing. Treasure hunting is not allowed in *Acropora* critical habitat or the U.S. Caribbean.

A3.8. Johnson's seagrass critical habitat: Treasure hunting is not allowed in waters less than 12 ft (4 m) deep. Muck dredging is not allowed if the essential features are present. All other dredging is covered if conducted according to the PDCs above for all dredging activities.

A3.9. U.S. Caribbean sea turtle critical habitat (hawksbill, leatherback, and the NA DPS of green sea turtle critical habitat) and loggerhead sea turtle critical habitat: Dredging consistent with the PDCs above can occur in these critical habitat areas.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

In re:

**EMERGENCY AUTHORIZATION FOR
REPAIRS, REPLACEMENT,
RESTORATION, AND CERTAIN
OTHER MEASURES MADE NECESSARY
BY TROPICAL STORM HELENE**

OGC NO. 24-2534

EMERGENCY FINAL ORDER

The State of Florida Department of Environmental Protection (Department) enters this Emergency Final Order (Order), including Findings of Fact and Conclusions of Law, in response to the imminent and immediate danger to the public health, safety, and welfare of the citizens of the State of Florida posed by Tropical Storm Helene (hereinafter “the Storm”).

FINDINGS OF FACT

1. On September 24, 2024, a tropical storm developed over the northwestern Caribbean Sea. The Storm is expected to become a hurricane over the eastern Gulf of Mexico where environmental conditions are conducive for strengthening and further development. Meteorological reports indicate there is a significant threat of heavy rainfall over much of the Florida Gulf Coast, which may result in flash flooding, river flooding, coastal flooding, erosion, and gusty winds, especially over areas still impacted from Hurricane Debby. As forecasted, the Storm could strengthen into a major hurricane before it approaches the northeastern Gulf Coast and cause extensive damage to critical state infrastructure, including major interstates and roadways, power grids, airports, schools, and hospitals. Accordingly, this Order shall apply to an area hereafter referred

to as the "Emergency Area," which consists of the following counties: Alachua, Baker, Bay, Bradford, Brevard, Calhoun, Charlotte, Citrus, Clay, Collier, Columbia, DeSoto, Dixie, Duval, Escambia, Flagler, Franklin, Gadsden, Gilchrist, Glades, Gulf, Hamilton, Hardee, Hendry, Hernando, Highlands, Hillsborough, Holmes, Jackson, Jefferson, Lafayette, Lake, Lee, Leon, Levy, Liberty, Madison, Manatee, Marion, Monroe, Nassau, Okaloosa, Okeechobee, Orange, Osceola, Pasco, Pinellas, Polk, Putnam, Santa Rosa, Sarasota, Seminole, St. Johns, Sumter, Suwannee, Taylor, Union, Volusia, Wakulla, Walton, and Washington.

2. By State of Florida Executive Order No. 24-208, as amended by 24-209, the Governor declared a state of emergency throughout the Emergency Area based upon the serious threat to the public health, safety, and welfare posed by the Storm.

3. The Department finds that the effects of the Storm will create a state of emergency posing an imminent danger to the public health, safety, welfare, and property throughout the Emergency Area. As a result of the emergency, immediate action by Florida's citizens and government may be necessary to repair, replace, and restore structures, equipment, surface water management systems, works, and other systems damaged by the Storm.

4. The Department finds that an emergency authorization is required to address the need for immediate action because the normal procedures for obtaining the necessary authorizations would not result in sufficiently timely action to address the emergency.

5. The Department finds that immediate, strict compliance with the provisions of the statutes, rules, or orders noted within this Order would prevent, hinder, or delay

necessary action to cope with the emergency, and that the actions authorized under this Order are narrowly tailored to address the immediate need for action and procedurally appropriate under the circumstances.

CONCLUSIONS OF LAW

1. Based on the findings recited above, it is hereby concluded that the emergency caused by the Storm poses an immediate danger to the public health, safety, or welfare and requires an immediate order of the Department.

2. Under State of Florida Executive Order No. 24-208, as amended by 24-209, and Sections 120.569(2)(n), 252.36, and 252.46, Florida Statutes, the Secretary or designee of the Department is authorized to issue this Order.

3. Suspending statutes and rules, as noted within this Order, is required so as not to prevent, hinder, or delay action necessary to cope with the emergency.

THEREFORE, IT IS ORDERED:

A. WASTE MANAGEMENT

Within the Emergency Area, the Department waives Rules 62-761.405 and .700, and 62-762.411 and .701, Florida Administrative Code. to the extent necessary for:

1. Storage Tank Systems

a. Owners and operators of storage tank systems, regulated under Chapters 62-761 and 62-762, Florida Administrative Code, and their State of Florida licensed engineers and contractors, are authorized to make all necessary repairs to restore essential services and repair or replace (as necessary) all structures, equipment, and appurtenances of the systems to their pre-Storm permitted or registered condition without prior notice to the Department. Within 30 days of commencing the work of such repair or

replacement, the owner or operator shall notify the Department in writing, describing the nature of the work, giving its Department Facility Identification Number for the location, and providing the name, address, and telephone number of the representative of the owner or operator to contact concerning the work.

b. Petroleum Contact Water: Owners and operators of underground petroleum storage tank systems impacted by the Storm are authorized to discharge petroleum contact water, as defined in Rule 62-740.030, Florida Administrative Code, to impervious surfaces under the following conditions for only the first 30 days from the initial issuance date of this Order:

- (1) The total discharge shall not exceed 25 gallons in volume per facility;
- (2) There shall be no visible sheen, sludge or emulsion in the petroleum contact water; and
- (3) The discharge shall not reach a surface water of the state or stormwater management system.

The removal of petroleum contact water not meeting the above criteria shall be removed by vacuum truck for proper disposal pursuant to Chapter 62-740, Florida Administrative Code, or by separate authorization by contacting the Department's Division of Waste Management by mail at 2600 Blair Stone Road, Mail Station 4525, Tallahassee, Florida 32399-2400 or telephone at 850/245-8842.

2. Solid Waste Management

a. Pursuant to Section 403.7071, F.S., storm generated debris shall be managed at authorized staging areas or Disaster Debris Management Sites (DDMS) in

accordance with the Division of Waste Management's Guidance for the Establishment, Operation, and Closure of Disaster Debris Management Sites.

b. The Department waives Rule 62-701.320(4), F.A.C., to the extent that permitted landfills, waste-to-energy facilities, and transfer stations which accept Storm-generated debris in accordance with the terms of this Order may accept Storm-generated debris for disposal or storage without the need to first modify existing solid waste permits or certifications. Operators of landfills shall seek modifications of their existing permits to address any long-term impacts of accepting Storm-generated debris on operations and closure that are not addressed in existing permits. Long-term impacts are those which will extend past the expiration date of this Order. The requests for modification shall be submitted as soon as possible, but no later than the expiration date of this Order. No permit fee will be required for any modifications necessitated solely by the Storm cleanup activities. This paragraph does not authorize the permanent lateral or vertical expansion of any facility beyond its permitted limits. Domestic wastewater biosolids may be disposed of in Class I landfills even if such biosolids meet the definition of a liquid waste found in Rule 62-701.200(72), Florida Administrative Code, provided that such disposal is approved in advance by the Department and that the material is managed to the extent practicable so as to minimize liquid content, odors, and runoff.

c. Pursuant to Section 403.7071, Florida Statutes, open burning of Storm-generated debris is allowed provided it meets the following requirements and does not create a public nuisance. Please refer to the Division of Air Resource Management's Guidance on Site Selection Criteria for Open Burning Activities for additional information.

(1) An air curtain incinerator may be used at any staging area, permitted landfill, waste-to-energy facility, registered yard trash processing facility, or transfer station so long as the operator meets the operating requirements detailed in the Division of Air Resource Management's Air Curtain Incinerator Worksheet and does not create a public nuisance.

(2) Open pile burning may be conducted at any staging area other than staging areas located at permitted landfills or permitted disposal facilities so long as the operator meets the operating requirements detailed in the Division of Air Resource Management's Open Pile Burning Worksheet and does not create a public nuisance.

3. Hazardous Waste Management

A blanket approval of time extensions under Rule 62-730.160, Florida Administrative Code, is necessary within the Emergency Area for hazardous waste generators for the storage of their hazardous wastes on-site, pending the cleanup of any Storm damage and restoration of essential services. The rules authorize a 30-day extension because of unforeseen and uncontrollable circumstances such as the Storm. Therefore, to avoid having to issue a potentially large number of individual approvals on a case-by-case basis and waste limited agency resources during the time of emergency, the Department authorizes a general extension of time of 30 days from the expiration of this Order for all such hazardous waste generators within the Emergency Area for the storage of their hazardous wastes on-site.

4. Mineral Oil Dielectric Fluid Discharges

A blanket approval of time extensions under Rule 62-780.550, Florida Administrative Code, is necessary within the Emergency Area for responding to and

completing the cleanup of mineral oil dielectric fluid (MODEF) discharges from electric power generation, transmission, and distribution facilities damaged by the Storm within the Emergency Area. The Department authorizes a general extension of time of 30 days from the date of discovery of a nonpetroleum de minimis discharge (for a total of 60 days from the discovery of the discharge) for responding to and completing cleanup of MODEF discharges from electric power generation, transmission, and distribution facilities damaged by the Storm within the Emergency Area in accordance with the applicable provisions of Chapter 62-780, Florida Administrative Code. However, all other provisions of Rule 62-780.550, Florida Administrative Code, such as the record-keeping requirements, shall apply.

B. AIR RESOURCE MANAGEMENT

Within the Emergency Area:

1. Open Burning Operations

a. Pursuant to Section 403.7071, Florida Statutes, open burning of storm-generated yard trash, other storm-generated vegetative debris, or untreated wood from construction and demolition debris is allowed provided it meets the following requirements and does not create a public nuisance. Please refer to the Division of Air Resource Management's Guidance on Site Selection Criteria for Open Burning Activities for additional information in preventing public nuisances.

(1) Air curtain incinerators may be used in the Emergency Area for a period of up to eight (8) weeks without a Department-issued air permit to combust storm-generated yard trash, other storm-generated vegetative debris, or untreated wood from construction and demolition debris so long as the operator meets the operating requirements detailed

in the Division of Air Resource Management's Air Curtain Incinerator Worksheet and do not create a public nuisance.

(2) Local governments or their agents may conduct the open pile burning of Storm-generated yard trash, other Storm-generated vegetative debris, and untreated wood from construction and demolition debris at Department-authorized staging areas (other than staging areas located at permitted landfills or permitted disposal facilities), so long as they meet the operating requirements detailed in the Division of Air Resource Management's Open Pile Burning Worksheet.

2. Asbestos

40 CFR Part 61, Subpart M does not apply to the renovations or demolitions of residential buildings with four or fewer dwelling units. Owners of these types of residential buildings may commence a renovation or demolition without notice to the Department. For more information on asbestos regulation, please review the Division of Air Resource Management's factsheets on Asbestos Emergency Cleanups and Asbestos Building Debris Cleanup.

3. Emergency Engines Exempt from Air Permitting Requirements

Reciprocating internal combustion engines in the Emergency Area may exceed the annual fuel consumption limitations in Rule 62-210.300(3)(a)35., Florida Administrative Code, without triggering the need to receive a Department-issued air permit if the engine is being used for disaster-related purposes. The owner or operator of such an engine shall exclude fuel consumed during the period covered by this Order from annual fuel consumption calculations.

C. WATER RESOURCE MANAGEMENT, RESILIENCY, AND COASTAL PROTECTION

Within the Emergency Area:

1. Environmental Resource, Dredge and Fill, and Surface Water Management Activities

a. No Notice Required

The Department waives Rule 62-330.020, F.A.C., to the extent that the following activities are authorized to be conducted under this Order without notification to the Department or water management district.

(1) Temporary and permanent repair or restoration of structures and drainage systems that are not completely destroyed to the conditions, dimensions, and configurations that were authorized or otherwise legally existing immediately prior to the Storm, provided the repair and restoration activities do not result in any expansion, addition, or relocation of the existing structure or systems, and provided any such structures or drainage systems in, on, or over state-owned submerged lands are water dependent. This may include the use of different construction materials or minor deviations to allow upgrades to current structural and design standards, or to replace a seawall with a rip rap revetment.

(2) The restoration (regrading, dredging, or filling) by local, regional, state, and federal governments of upland surfaces, wetlands, and submerged land contours to the conditions and configurations that were authorized or otherwise legally existing immediately prior to the Storm, provided the restoration does not result in any expansion or addition of land or deepening of waters beyond that which existed immediately prior to the Storm, subject to the following limits:

(a) The removal or deepening of plugs formerly separating canals from other waters is specifically not authorized by this Order;

(b) In the case of dredging, all excavated material shall either be deposited on uplands that are diked or otherwise sloped or designed to prevent any discharge into wetlands or other surface waters, or shall be used to restore bottom contours and shorelines to the conditions existing immediately prior to the Storm, subject to subparagraph C.2.a.(3) of this Order;

(c) In the case where upland or dredged material is placed in water to restore pre-existing conditions, only clean material (free from debris and pollutants) from the uplands that existed prior to the Storm may be used in the restoration, and no change (from the conditions that legally existed immediately prior to the Storm) in the slope of the land or the type, nature or configuration of any pre-existing shoreline stabilization materials is authorized (e.g., sloping revetments cannot be replaced with vertical seawalls, and rock riprap cannot be replaced with interlocking blocks);

(d) Best management practices and devices shall be used to prevent violations of state water quality standards for turbidity during the performance of restoration activities, in accordance with the guidelines and specifications in The Florida Stormwater, Erosion, and Sedimentation Control Inspectors Manual (Florida Department of Environmental Protection October 2018) <https://floridadep.gov/dear/florida-stormwater-erosion>, and the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Transportation and Florida Department of Environmental Protection July 2013) <https://www.flrules.org/Gateway/reference.asp?No=Ref-04227>. Best management practices also shall be used to prevent erosion and retain sediment of

all newly established or restored exposed shorelines during and after the restoration activities, which may include methods such as planting of temporary and permanent vegetation and placing of clean natural rock or concrete rubble riprap;

(e) Any fill that is deposited to restore a former shoreline, and any riprap that is used to stabilize a shoreline, must not be placed any farther waterward than the toe of slope of the shoreline that legally existed immediately prior to the Storm. If the pre-Storm shoreline was stabilized with a functioning seawall or riprap, the seawall or riprap may be restored at its former location or within 18 inches waterward of the location where the seawall or riprap legally existed immediately prior to the Storm, as measured from the face of the existing seawall slab to the face of restored seawall slab or from the front slope of the existing riprap to the front slope of the restored riprap; and

(f) This section (C.1.a.(2)) shall not constitute authorization to fill submerged lands owned by the Board of Trustees of the Internal Improvement Trust Fund, except as provided herein.

(3) Removal of debris, including sunken or grounded vessels, vegetation, and structural remains that have been deposited into waters, wetlands, or uplands by the Storm, where such removal **does not result** in filling of wetlands or other surface waters, or dredging that creates or expands surface waters. All removed materials must be deposited on self-contained uplands and must be managed in accordance with Department rules or provisions of this Order.

b. Field and Individual Authorization Required

(1) Field authorizations may be issued following a site inspection by Department or water management district personnel to restore structures and property to

authorized or otherwise legally existing conditions that existed immediately prior to the Storm, to recover property, protect property from further damage, maintain navigation or protect public health, safety, and welfare, when such activities are not otherwise authorized by statutory or rule exemptions or under paragraph C.1.a. of this Order. Specifically, field authorizations may be issued for:

(a) Activities including the replacement of structures that are completely destroyed;

(b) Structures and activities on state-owned submerged lands that are non-water dependent structures and are authorized in a current sovereign submerged lands lease with the Department may not be repaired, restored, or replaced when more than 50 percent of the structure or activity is lost (based on the cost to repair, restore, or replace the structure or activity);

(c) Restoration (regrading, dredging, or filling) of the contours of uplands, wetlands, and submerged bottoms by parties other than local, regional, state, or federal governments;

(d) Trimming or alteration of mangroves that threaten public health, safety, welfare or property, or that currently interfere with navigation;

(e) Removal of debris, including sunken or grounded vessels, vegetation, and structural remains, that has been deposited into waters, wetlands, or uplands by the Storm, the removal of which **requires** filling of wetlands or other surface waters, or dredging that creates or expands wetlands or other surface waters. Any wetlands or other surface waters that are dredged or filled to affect such removal must be restored to the contours and conditions that existed before the Storm; and

(f) Other activities determined by Department or water management district personnel as having the potential to result in only minimal adverse individual or cumulative impact on water resources and water quality.

(2) Field authorizations to replace structures shall not preclude the use of different construction materials or minor deviations to allow upgrades to current structural and design standards, including building codes, or to a more environmentally compatible design, as determined by the Department or water management district, than existed immediately prior to the Storm.

(3) Field authorizations may be requested by providing a notice to the local office of the Department or water management district containing a description of the work requested, the location of the work, and the name, address, and telephone number of the owner or representative of the owner who may be contacted concerning the work. Field authorizations also may be issued by Department or water management district personnel without prior notice. Field authorizations may not be issued unless requested on or before the expiration date of this Order, unless that date is modified or extended by further order. Written records of all field authorizations shall be created and maintained by Department and water management district personnel. Field authorizations may include specific conditions for the construction, operation, and maintenance of the authorized activities. Field authorizations issued prior to the effective date of this Order remain in effect for the duration specified in the field authorization but may be extended through written modification by the Department or water management district in accordance with the provisions of paragraph C.6.h. of this Order. Failure to comply with the conditions of

the field authorization may result in enforcement actions by the Department or water management district.

2. Coastal Construction Control Line (“CCCL”) Activities

This section applies to activities conducted within the Emergency Area seaward of the CCCL as established by Chapter 62B-26, Florida Administrative Code. Emergency Permits may be issued by the Division of Resilience and Coastal Protection pursuant to Rule 62B-33.014, Florida Administrative Code. A list of activities seaward of the CCCL that are exempt from CCCL permitting requirements is contained in Rule 62B-33.004, Florida Administrative Code, and Section 161.053(11), Florida Statutes. The Division of Resilience and Coastal Protection has developed a Public Information Handout to provide property owners with a concise explanation of activities that are authorized seaward of the CCCL in this Order. To obtain a copy, please visit the Coastal Construction Control Line Emergency Permits website at <https://floridadep.gov/rcp/coastal-construction-control-line/content/coastal-construction-control-line-emergency-permits>. You may also contact the Office of Resilience and Coastal Protection directly by email at CCCL@FloridaDEP.gov, by mail at 2600 Blair Stone Road, Mail Station 3522, Tallahassee, Florida 32399-3000, or by phone at 850/245-2094.

This Order constitutes the declaration of a shoreline emergency and activates emergency protection and permitting procedures established in s. 161.085 (3), Florida Statutes, and in Rules 62B-33.0051(5) and 62B-33.014, Florida Administrative Code.

In addition, to emergency protective measures that can be conducted under the above referenced statute and rules, this Order authorizes both the protection, repair or replacement of public infrastructure and a local government's ability to issue certain

coastal construction permits in lieu of Department CCCL permits, subject to the conditions and limitations of this Order. Activities that extend onto state owned lands of Florida seaward of the mean high water line or an Erosion Control Line that would typically require a permit pursuant to Sections 161.041 and/or 161.055, Florida Statutes, i.e., regulated under the Joint Coastal Permit program (JCP), are not authorized under this subsection. JCP activities are addressed separately in subsection C.3. of this Order.

a. Activities Undertaken by Local Governments, the Department of Environmental Protection, Florida Department of Transportation and Utility Companies

The Department waives Rules 62B-33.005 and .0051, F.A.C., to the extent that the following activities may be undertaken by local governments, agencies of the State of Florida, and utility companies to protect, repair, or replace structures and property without notice to the Department or water management district, subject to the limitations below. Work performed under paragraph C.2.a. of this Order must be complete within one year of the issuance of this Order.

(1) Removal of Storm-generated debris. Prior to removing the debris and to the greatest extent possible, beach compatible sand should be separated from the debris and kept on-site. To prevent debris from becoming buried, all Storm-generated debris shall be removed to an appropriate upland disposal site landward of the CCCL prior to conducting any fill activities.

(2) The repair or replacement of the following public facilities: utilities, roads, beach access ramps, and dune walkover structures (see guidelines for construction of

dune walkovers at <https://floridadep.gov/rcp/coastal-construction-control-line/documents/beach-and-dune-walkover-guidelines>).

(3) Return of sand to the beach and dune system that has been deposited upland by the Storm, and restoration of a dune system using beach compatible sand from an upland source. The material shall not cover any Storm-generated debris or construction debris. All fill material shall be sand that is similar to the pre-Storm beach sand in both coloration and grain size and be free of debris, rocks, clay, or other foreign matter and shall meet the specifications set forth by the Department for the location that the fill is being placed. Such specifications are available at <https://floridadep.gov/rcp/coastal-construction-control-line/content/coastal-construction-control-line-emergency-permits>. No sand may be obtained from the beach, near shore, or below the mean high water line seaward of the CCCL without specific written authorization from the Department.

b. Activities Requiring Local Authorization

Local governments are authorized to issue permits in lieu of Department permits to private and public property owners for the activities listed below in addition to the temporary protective measures described in section 161.085 (3), Florida Statutes, and Rule 62B-33.0051, Florida Administrative Code. Local governments shall notify the Department in writing within three (3) working days of permits issued under this section. The notification must be submitted to the Department by email to CCCL@FloridaDEP.gov. Work authorized by the local government must be complete

within 90 days of issuance of the local government permit or within 90 days of the expiration date of this Order, whichever deadline occurs first.

(1) Repair or replacement of minor ancillary structures (such as stairs, landings, and HVAC platforms) and service utilities that are associated with the existing habitable structure. The repair of minor ancillary structures or service utilities shall not exceed the size of the original structure or service utility damaged or destroyed by the Storm. Repair of surviving beach/dune walkovers is authorized provided the structure is substantially intact and the repair adjusts the seaward terminus of the walkover to a more landward location to accommodate changes in the shoreline topography and native salt-resistant vegetation patterns. Viewing platforms as part of the walkovers may not be constructed on or seaward of the surviving or post-Storm rebuilt dune system or sandy beach.

(2) Permanent repair of foundations for buildings that have not been substantially damaged.

(3) The replacement or repair of caps and anchoring systems (or tiebacks) for seawalls or bulkheads.

(4) Restoration of a dune system damaged by the Storm using beach compatible sand from an upland source.

All fill material shall be sand that is similar to the pre-Storm beach sand in both coloration and grain size and be free of debris, rocks, clay, organic matter, or other foreign matter and shall meet the specifications set forth by the Department for the location that the fill is being placed. Such specifications are available at <https://floridadep.gov/rcp/coastal-construction-control-line/content/coastal-construction-control-line-emergency-permits>. No sand may be obtained from the beach, near shore,

or below mean high water seaward of the CCCL without specific written authorization from the Department.

(5) Return of sand to the beach dune system which has been deposited upland by the Storm.

The recovered sand shall be free of debris and other foreign matter and shall not cover any Storm-generated debris or construction debris.

c. Other Activities

Actions taken by local governments, the Department's Division of Recreation and Parks, Florida Department of Transportation, and utility companies under paragraph C.2.a. of this Order, and actions taken by local governments under paragraph C.2.b. of this Order, do not require additional permits from the Department.

3. Joint Coastal Permit Activities

This subsection applies to certain activities along the natural sandy beaches of the Atlantic Ocean, Gulf of Mexico or Straits of Florida that extend onto sovereignty lands of Florida, seaward of the mean high water line and are likely to have a material physical effect on the coastal system or natural beach and inlet processes, i.e., activities that are regulated under the JCP program, pursuant to Sections 161.041 and/or 161.055, Florida Statutes. The Department waives Rules 62B-41.005 and .0055, F.A.C., to the extent necessary so that:

a. In lieu of a normal JCP for activities summarized above, federal, state, or local governments may apply to the Office of Resilience and Coastal Protection, Beaches, Inlets and Ports Program for emergency authorizations to alleviate hazardous conditions resulting from the Storm that pose an immediate danger to life or limb, including sudden

and unpredictable hazards to navigation. Applications for emergency authorizations shall meet the following criteria:

(1) The application must be received by the Department during the duration of this Order;

(2) The hazardous conditions are a result of the Storm identified in this Order and did not exist prior to the Storm;

(3) The proposed measures are limited to the minimum amount necessary to alleviate the hazardous conditions by temporarily stabilizing the structure or clearing the channel, until a JCP can be processed to address the long-term repair;

(4) Fill material shall not extend seaward of the mean high water line that existed immediately before the Storm;

(5) Navigational dredging shall not exceed channel depths, widths or alignment that existed immediately before the Storm;

(6) Reconstruction of non-water-dependent structures on sovereign submerged lands unless authorized in a current sovereign submerged lands lease issued by the Department is prohibited;

(7) Fill may only be placed seaward of the mean high water line to temporarily stabilize an upland structure if that structure is in danger of imminent collapse and was located behind the primary dune line prior to the Storm. The amount of fill allowed is the minimum necessary for the stabilization of the structure;

(8) The placement of fill may only extend the mean high water line seaward of the current (post-Storm) location if the applicant provides proof that the riparian owner(s) has obtained a disclaimer under Rule 18-21.019, Florida Administrative Code, (from the

Department's Division of State Lands) for the proposed project site, a memorandum from the Department's Division of State Lands acknowledging the Storm-related occurrence of avulsion for the proposed project site, or documentation from the Department that a valid erosion control line has been established at the fill site;

(9) Any fill material placed on the beach shall meet the criteria for beach-quality sand in Rule 62B-41.007(2)(j), Florida Administrative Code;

(10) The proposed measures shall not cause water quality violations outside of the mixing zone, established pursuant to Rule 62-4.244, Florida Administrative Code; and

(11) The proposed measures shall not adversely affect hardbottom or coral reef communities, seagrass communities or functional marine turtle nesting habitat that existed before the Storm and shall not contribute to erosion of adjacent properties.

b. Emergency authorizations shall expire 90 days after issuance unless a written request for an extension of the expiration date is received and granted by the Department before this Order's expiration date. Any request for extension of an emergency authorization issued under this subsection must contain a reasonable schedule for when repair, restoration, or reconstruction will commence and ultimately conclude.

c. Application fees and noticing requirements shall be waived for projects that are eligible for this emergency authorization.

4. National Pollutant Discharge Elimination System Stormwater
Construction Generic Permit

This subsection applies to any construction activity authorized by this Order that would require coverage under the Generic Permit for the Discharge of Stormwater

Associated with Large and Small Construction Activities pursuant to Rule 62-621.300(4), F.A.C. The Department waives to Rule 62-621.300(4), F.A.C., to the extent that for these construction projects, operators of the sites, and their licensed engineers and subcontractors, are authorized to make all necessary repairs to restore essential services and repair or replace (as necessary) all structures to their pre-Storm permitted or registered condition without prior notice to the Department. All best management practices must be in accordance with the guidelines and specifications of the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual* (Florida Department of Transportation and Florida Department of Environmental Protection July 2013) <https://www.flrules.org/Gateway/reference.asp?No=Ref-04227>. Within 30 days of commencing the work of such repair or replacement, however, the owner or operator shall submit to the Department a completed Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities [Form Number 62-621.300(4)(b)], which can be found at <https://floridadep.gov/water/stormwater/content/construction-activity-cgp>.

5. Onsite Sewage Treatment and Disposal System Activities

This section applies to regulatory requirements within the Emergency Area for onsite sewage treatment and disposal systems (OSTDS), commonly referred to as septic systems. Under the direction of the Department, certain regulatory services, such as permitting and inspections, are implemented by the Florida Department of Health's local county health departments (DOH-CHDs) by virtue of the Interagency Agreement, effective July 1, 2021. This Order grants relief for the following activities and standards

governed under Sections 381.0065 – 381.0067, Florida Statutes, and Chapter 62-6, Florida Administrative Code:

a. Portable Restrooms, Mobile Restrooms, Mobile Shower Trailers, and Portable Holding Tanks: The Department waives during the effective period of this Order, the prohibitions of Rule 62-6.0101(7)(a), Florida Administrative Code, which forbids the use of portable restrooms, mobile restrooms, mobile shower trailers, or portable holding tanks for use with permanent structures. During this emergency period, such use is allowed in the Emergency Area as follows:

(1) In situations where the existing OSTDS is damaged or not operational due to the Storm.

(2) The use of the portable restrooms, mobile restrooms, mobile shower trailers, or portable holding tanks must not extend beyond 120 days after the end of this Order, except in the event a system construction permit has been issued to repair the damaged system within this 120-day period, the use of the portable restrooms, mobile restrooms, mobile shower trailers, or portable holding tanks must not extend beyond the expiration date of the issued system construction permit.

(3) The use of portable holding tanks must be in accordance with the tank capacity and service requirements described in Rule 62-6.0101, Florida Administrative Code.

b. Temporary Covering of Installations: When a contractor has installed a system, which has not yet been inspected and approved for covering per Rules 62-6.003(2) and (3), Florida Administrative Code, the following criteria apply. During the effective period of this Order, a contractor may cover a system with earth prior to approval

for the purposes of protecting the system from the Storm provided the system is completely uncovered for the required inspection(s) after the Storm. The contractor must, within 36 hours of covering a system, notify the DOH-CHDs in writing that the system has been covered for purposes of protecting the system from the Storm. The notification must provide the permit number, that the system will be uncovered for inspection(s), and that the system will not be placed into use until the Department grants Final Installation Approval per Rules 62-6.003(2) and (3), Florida Administrative Code.

6. General Conditions

a. All activities conducted under subsections C.1., C.2., C.3., C.4., and C.5. of this Order shall be performed using appropriate best management practices. For activities conducted in, or discharging to, wetlands or other surface waters, best management practices include properly installed and maintained erosion and turbidity control devices to prevent erosion and shoaling, control turbidity, and prevent violations of state water quality standards and protect the functions provided by wetlands and other surface waters to fish, wildlife, and listed species.

b. The authorizations in subsections C.1., C.2., C.3., C.4., and C.5. of this Order shall not apply to structures and associated activities that were not legally existing or otherwise properly authorized by all applicable agencies before the passage of the Storm.

c. Applicable environmental resource, surface water management, dredge and fill, JCP, or CCCL permits shall be required following provisions of statute and rule for other activities not authorized in this Order that do not otherwise qualify as an exempt activity under statute or rule.

d. The nature, timing, and sequence of construction authorized under this Order shall be conducted in such a manner as to provide protection to, and so as to not disturb, dune features, native salt-resistant vegetation, and listed species and their habitat, including threatened or endangered sea turtles, endangered manatees, endangered beach mice, endangered plant communities, and migratory shorebirds. If activities conducted under subsection C.2. and C.3. of this Order occur during the marine turtle nesting season (March 1 through October 31 in Brevard, Indian River, St. Lucie, Martin, and Broward counties, May 1 through October 31 in all other coastal counties within the state), such activities must be coordinated with the Florida Fish and Wildlife Conservation Commission's Imperiled Species Management Section to ensure that all activities comply with state and federal requirements for the protection of sea turtles, their nests, hatchlings, and nesting habitat.

e. Nothing in this Order authorizes the taking, attempted taking, pursuing, harassing, capturing or killing of any species (or the nests or eggs of any species) listed under Chapter 68A-27, Florida Administrative Code, or the federal Endangered Species Act.

f. Persons are advised that all structures that are rebuilt under subsection C.2. of this Order should be rebuilt in accordance with all applicable local, state, and federal building standards and requirements of the Federal Emergency Management Agency.

g. It is recommended that, where possible, owners of property should maintain documentation (such as photos) of the condition of the structures or lands as they existed prior to initiating any activities authorized under this Order and should provide such documentation to the Department if requested to do so.

h. Activities authorized under subsection C.1. of this Order must be completed as follows:

(1) Within one year from issuance of this Order, for activities that qualify under the No Notice provisions of paragraph C.1.a. of this Order;

(2) By the date specified in the field authorization for activities that qualify under the provisions of subparagraph C.1.b.(1) of this Order. However, the deadline for completing such activities may be extended if a written request with accompanying documentation as described below is submitted by the person(s) authorized in the field authorization and received by the District Office of the Department that issued the field authorization at least 30 days prior to expiration of the field authorization. Such request must be accompanied by a statement that contractors or supplies are not available to complete the work, or that additional time is needed to obtain any required authorization from the U.S. Army Corps of Engineers. Such permittee should maintain a list of contractors that have been contacted and a record of supplies that are on backorder as needed to demonstrate compliance with this provision.

7. Authorization to Use State-Owned Submerged Lands

The Department has been delegated by the Board of Trustees of the Internal Improvement Trust Fund the authority to grant the following authorizations to use state-owned submerged lands, that is, lands lying waterward of the line of mean high water, erosion control line or ordinary high water line, in association with the structure or activity subject to repair, restoration, removal, or replacement authorized in this section. The Department waives Rule 18-21.005, F.A.C., to the extent that:

a. Except as provided in paragraphs C.7.b., C.7.c., and C.7.d. of this Order, and subsection D.1. of this Order, activities authorized under this Order involving the repair, replacement, or restoration of the activities and structures, and the removal of debris located on submerged lands owned by the state that do not qualify for consent by Rule 18-21.005(1)(b), Florida Administrative Code, are hereby granted a Letter of Consent under Rule 18-21.005(1)(c), Florida Administrative Code, provided:

(1) Such repair, restoration, replacement, or removal is conducted in accordance with the terms, conditions, and limitations of this Order;

(2) The structure or activity subject to repair, restoration, or replacement was authorized by the Board of Trustees of the Internal Improvement Trust Fund prior to the Storm, or was otherwise legally existing immediately prior to the Storm;

(3) The activities are conducted solely to repair, restore, or replace structures or land that was damaged by the Storm, or to remove debris resulting solely from the Storm;

(4) The structures and activities are repaired, restored, or replaced in the same location and configuration as was authorized by the Board of Trustees of the Internal Improvement Trust Fund or which otherwise legally existed immediately prior to the Storm; and

(5) All the terms and conditions of Rule 18-21.005(1)(b) or 18-21.005(1)(c), Florida Administrative Code, as applicable, are met (including certain restrictions for activities performed within aquatic preserves and Monroe County), and provided that activities that require an easement under Rule 18-21.005(1)(f), Florida Administrative Code, must obtain the applicable state-owned submerged lands easement under Chapter

18-21, Florida Administrative Code, within one year of expiration of this Order. This Order does not limit the provisions of those statutory and rule provisions.

b. Non-water dependent structures that are authorized in a current sovereign submerged lands lease with the Department are not authorized to be repaired, restored, or replaced when more than 50 percent of the structure or activity is lost (based on the cost to repair, restore, or replace the structure or activity).

c. Water-dependent structures that were legally existing immediately before the Storm but not in conformance with the current criteria of Chapters 18-18, 18-20, or 18-21, Florida Administrative Code, as applicable, may be repaired, restored, or replaced to the footprint that existed immediately before the Storm, but shall, to the greatest extent practicable, be repaired, restored, or replaced to meet the current criteria of Chapters 18-18, 18-20, and 18-21, Florida Administrative Code, as applicable, with respect to design features such as the elevation of decking surfaces and the spacing of deck planking.

d. This Order does not authorize the reconstruction or repair of unauthorized structures.

8. Water and Wastewater Plants and Collection and Distribution Systems

The Department waives Rule 62-620.301, F.A.C., so that:

a. Owners and operators of water and wastewater plants and collection and distribution systems, and their licensed engineers and contractors, are authorized to make all necessary repairs to restore essential services and repair or replace (as necessary) all structures, equipment, and appurtenances of the plants and systems to their pre-Storm permitted or registered condition without prior notice to the Department. Within 30 days of commencing the work of such repair or replacement,

however, the owner or operator shall notify the Department in writing, describing the nature of the work, giving its location, Department Facility Identification Number, and providing the name, address, and telephone number of the representative of the owner or operator to contact concerning the work.

b. Owners and operators of underground injection control Class V Group 6 lake level control wells in existence and functioning immediately before the Storm are authorized, without prior permission by the Department, to lower the intake structure to allow a greater volume of lake water to flow down the wells when not to do so would result in immediate flooding of structures not usually inundated by such lake waters. Within 72 hours of lowering said structures, written notice shall be provided to the District Office of the Department in which the structure is located.

c. Owners and operators of drinking water plants and their licensed engineers and contractors are authorized to utilize a U.S. Environmental Protection Agency "mobile laboratory" not previously certified in drinking water or non-potable water by the Department of Health under Rule 62-160.300, F.A.C., to perform such drinking water analyses as required in Rule 62-550.550(2), F.A.C., for purposes of determining compliance with acute public health threats like E. coli or total coliform. At a minimum, the mobile laboratory must meet requirements of the DEP Quality Assurance rules for sample collection (Rule 62-160.210, F.A.C.), sample preservation and holding times (Rule 62-160.400, F.A.C.), use of approved analytical methods (Rule 62-160.320, F.A.C.), and laboratory documentation and reporting (Rule 62-160.340, F.A.C.).

9. Suspension of Fees

For those activities noted above, subject to the limitations, duration, and other provisions of this Order, the following application fee, base fee, and minimal annual lease fee requirements of Sections 161.041, 161.053, 161.0535, 161.055, 373.109, 253.01, 253.03, 403.518, 373.026, 373.043, 373.109, 373.4131, 373.414, 373.418, 373.421, 381.0065, 381.0066, 403.061, 403.087, 403.704(30), 403.805, Florida Statutes, and Chapters 18-18, 18-20, 18-21, 62-4, 62B-33, and 62B-41, Florida Administrative Code, shall be suspended as follows:

a. For structures and activities authorized under paragraphs C.1.a. or C.1.b. of this Order, the lessee may submit a written request to the Division of State Lands, by mail at 3900 Commonwealth Boulevard, Mail Station 130, Tallahassee, Florida 32399-3000, to waive applicable lease fees. In such cases, the owner must identify and document (such as with currently dated photographs) the area (in square feet) of the structure or facility that is no longer useable. When such documentation is received, and deemed sufficient, lease fees will be waived, but only for that portion of the structure that is no longer useable.

b. When the restoration or replacement of individual structures (such as a dock or pier) or entire facilities (such as marinas) on state-owned submerged lands that are completely destroyed is authorized by a field authorization under paragraph C.1.b. of this Order, applicable lease fees will be waived for the duration described in paragraph C.9.c. of this Order.

c. Lease fees that are waived under paragraphs C.9.a. or C.9.b. of this Order will be waived only for the duration of this Order (including subsequent extensions thereto) unless otherwise provided in a field authorization issued under paragraph C.1.b. of this

Order, or until the repairs, restoration or replacement commences, whichever is earlier. The duration of the waiver of suspension of lease fees may be extended beyond the duration of this Order (including subsequent extensions thereto) or beyond the date specified in a field authorization issued under paragraph C.1.b. of this Order, upon a written request by the lessee to extend the waiver of the lease fees. Such request must be received by the Division of State Lands before the expiration of this Order (or extensions thereto) or before the date specified in the field authorization (whichever date is later), and must be accompanied by a signed statement that construction has not yet commenced because contractors or supplies are not available to commence the necessary repairs, restoration or replacement, or because additional time is needed to obtain any required authorization from the U.S. Army Corps of Engineers or local government. Such request for extension of the waiver of lease fees must also contain a reasonable schedule for when repair, restoration, or replacement will commence.

d. In all cases where lease fees are waived under paragraph a. above, the lessee must notify the Division of State Lands, at the address stated in paragraph C.9.a. of this Order, of the time repair, restoration, or replacement construction commenced.

D. GENERAL PROVISIONS

1. General Limitations

The Department issues this Order solely to address the emergency created by the Storm. This Order shall not be construed to authorize any activity within the jurisdiction of the Department except in accordance with the express terms of this Order. Under no circumstances shall anything contained in this Order be construed to authorize the repair, replacement, or reconstruction of any type of unauthorized or illegal structure, habitable

or otherwise. This Order does not convey any property rights or any rights or privileges other than those specified in this Order.

2. Suspension of Statutes and Rules

Within the Emergency Area, the requirements and effects of statutes and rules which conflict with the provisions of this Order are suspended to the extent necessary to implement this Order.

To the extent that any requirement to obtain a permit, lease, consent of use, or other authorization is waived by this Order, it should also be construed that the procedural requirements for obtaining such permit, lease, consent of use or other authorization, including requirements for fees and publication of notices, are suspended for the duration of this Order, except as provided in subsection C.8. of this Order

3. Review of Requests for Field Authorizations

It is the intent of the Department to act on requests for field authorizations in a timely and expeditious manner. The Department may require the submission of additional information as is necessary.

4. Other Authorizations Required

This Order only provides relief from the specific regulatory and proprietary requirements addressed herein for the duration of the Order and does not provide relief from the requirements of other federal, state, water management district or local agencies. This Order therefore does not negate the need for the property owner to obtain any other required permits or authorizations, nor from the need to comply with all the requirements of those agencies. This Order does not provide relief from any of the requirements of Chapter 471, Florida Statutes, regarding professional engineering.

Activities subject to federal consistency review that are emergency actions necessary for the repair of immediate, demonstrable threats to public health or safety are consistent with the Florida Coastal Management Program if conducted in strict conformance with this Order.

5. Extension of time to comply with specified deadlines

For facilities and activities regulated by the Department in the Emergency Area, this Order extends by 30 days the time to comply with the following specified deadlines that occur between the date of issuance of this Order and the expiration of this Order:

a. The time deadlines to conduct or report periodic monitoring or any other similar monitoring that is required by a permit, lease, easement, consent of use, letter of consent, consent order, consent agreement, administrative order, or other authorization under Chapters 161, 253, 258, 373, 376, 377, 378, 381, or 403, Florida Statutes, and rules adopted thereunder, except for monitoring required under federally-mandated air permit conditions pursuant to 40 CFR Parts 60, 61, 63, and 75;

b. The time deadlines to file an application for an extension of permit duration or renewal of an existing permit, lease, easement, consent of use, letter of consent, license, or other authorization under Chapters 161, 253, 258, 373, 376, 377, 381, or 403, Florida Statutes, and rules adopted thereunder, except for air permits issued under Title V of the Clean Air Act;

c. The time deadlines to file an application for an operation permit under Chapters 161, 253, 258, 373, 376, 377, 381, or 403, Florida Statutes, and rules adopted thereunder, except for air permits issued under Title V of the Clean Air Act;

d. The expiration date for an existing permit, lease, consent of use, license, or other authorization under Chapters 161, 253, 258, 373, 376, 377, 381, or 403, Florida Statutes, and rules adopted thereunder, except for air permits issued under Title V of the Clean Air Act; and

e. The time deadlines to obtain a permit for and commence construction of the initial phase of a system for which a conceptual permit was issued pursuant to Part IV of Chapter 373, Florida Statutes, or Sections 403.91 – 403.929, Florida Statutes, and rules adopted thereunder.

6. Permit Extensions During States of Emergency

The public is advised that Section 252.363, Florida Statutes, provides for tolling and extending the expiration dates of certain permits and other authorizations following the declaration of a state of emergency. Affected permits include authorizations granted by the Department, water management district or delegated local government, pursuant to part IV of Chapter 373, Florida Statutes, except for authorizations granted under the State 404 Program, Chapter 62-331, Florida Administrative Code.

The extension provisions of Section 252.363, Florida Statutes, do not apply to:

a. Permits that:

(1) Authorize activities that occur outside the geographic area affected by the declaration of a state of emergency;

(2) Include authorization under a programmatic or regional general permit issued by the U.S. Army Corps of Engineers;

(3) Are held by a permittee in significant non-compliance; or

(4) Are subject to a court order specifying an expiration date or buildout date that would conflict with the extensions granted in this section.

b. State-owned submerged lands authorizations under Chapters 253 or 258, Florida Statutes.

c. Formal determinations of the landward extent of wetlands and other surface waters.

d. Exemptions and verifications of exemptions from permitting criteria.

e. Permits and other authorizations issued under Chapter 161 (including JCP permits), Chapter 373 (except for permits issued under Part IV described above), Chapter 376, and Chapter 403, Florida Statutes.

To receive an extension under Section 252.363, Florida Statutes, the holder of a valid, qualifying permit must notify the authorizing agency in writing within 90 days of the expiration of a declaration of emergency, as established via a State of Florida Executive Order. The duration of the tolled period remaining to exercise the rights under a permit shall be equal to six (6) months in addition to the duration of the declaration of emergency.

7. Deadlines for Agency Actions

For each of the following offices, any deadlines specified in statutes, rules, agreements, or Department orders, under which the Department is required by law to take action within a specified time period, and under which failure by the Department to timely take such action could result in any type of default binding on the Department (including the time to request additional information on permit applications), are hereby

suspended and tolled for a period of 30 days, provided such deadline had not expired as of the effective date this Order:

a. Each Department office and delegated local program that sustains within its geographic boundaries any significant physical damage occurring as a direct result of the Storm. This includes Department offices located outside the impacted area that perform any of their duties in the impacted area; and

b. Any office of the Department not directly impacted by the Storm if that office has deployed staff to any District Office of the Department or delegated local program specified above, or to any water management district office in an impacted area, to assist in Storm relief efforts or to supplement the normal personnel in those impacted offices.

8. Expiration Date

This Order shall take effect immediately upon execution shall expire upon expiration or rescission of EO 24-208, as amended by 24-209, as modified or extended.

9. Violation of Conditions of Emergency Final Order

Failure to comply with any condition set forth in this Order shall constitute a violation of a Department Final Order under Chapters 161, 253, 258, 373, 376, 377, 378, 381, and 403, Florida Statutes, and enforcement proceedings may be brought in any appropriate administrative or judicial forum.

10. Applicability to Delegated Programs

The provisions of this Order apply in those cases where a water management district, local government, or other entity is acting for the Department in accordance with a delegation agreement, operating agreement, or contract. Such water management district, local government, or other entity shall comply with the terms of this Order to the


extent that it is acting as an agent of the Department. This Order does not apply in those cases where a water management district, local government, or other entity is acting under its own independent authority.

NOTICE OF RIGHTS

Pursuant to Section 120.569(2)(n), Florida Statutes, any party adversely affected by this Order has the right to seek an injunction of this Order in circuit court or judicial review of it under Section 120.68, Florida Statutes. Judicial review must be sought by filing a notice of appeal under Rule 9.110 of the Florida Rules of Appellate Procedure, with the Clerk of the Department in the Office of General Counsel by mail at 3900 Commonwealth Boulevard, Mail Station 35, 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 of appeal must be filed within 30 days after this Order is filed with the Clerk of the Department.

DONE AND ORDERED on this 24th day of September 2024, in Tallahassee, Florida.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

 Digitally signed by Shawn
Hamilton
Date: 2024.09.24 14:07:37 -04'00'

Shawn Hamilton, Secretary
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

FILED on this date, pursuant to §120.52 Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.

Michelle M.
Knight

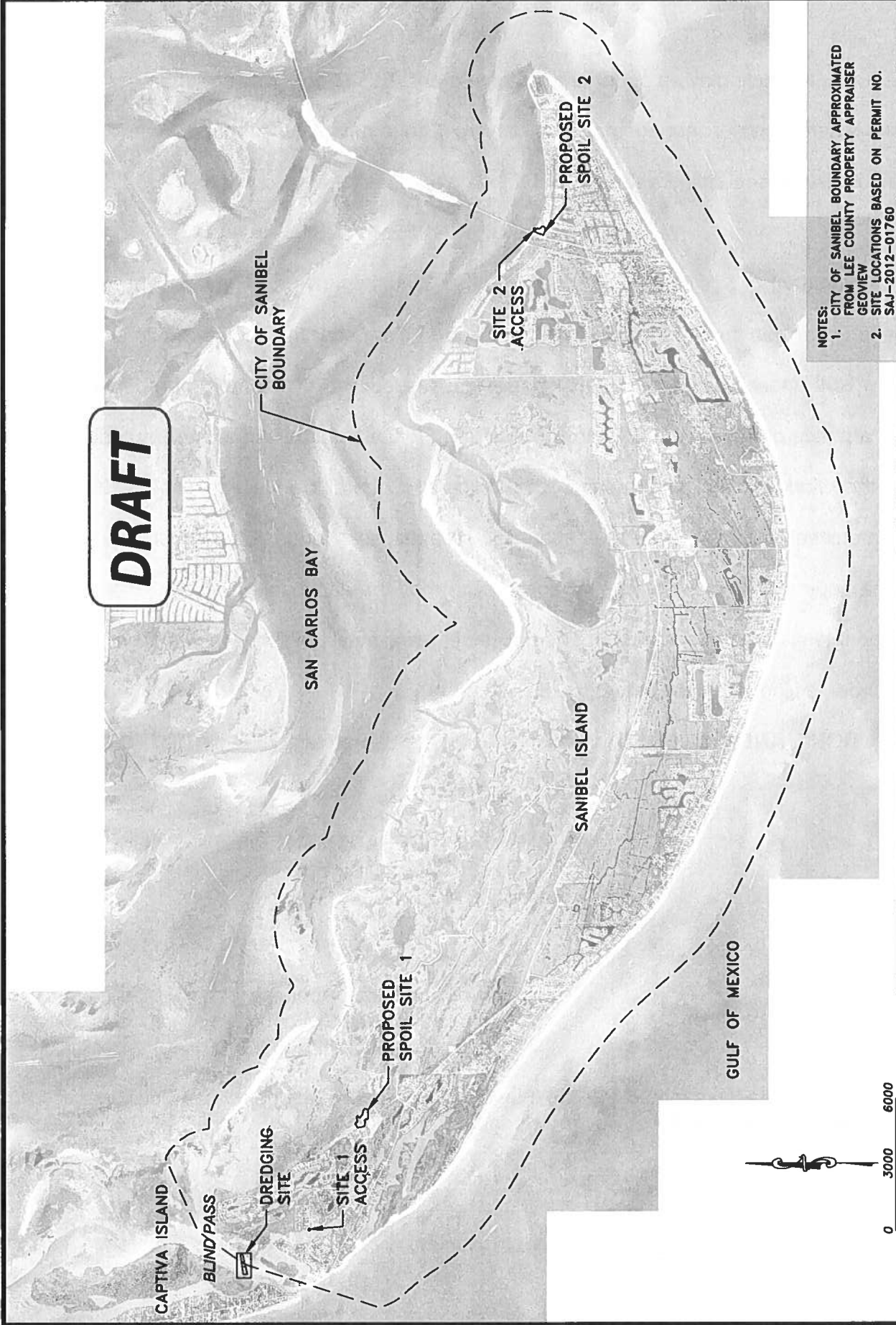
Digitally signed by Michelle M.
Knight
Date: 2024.09.24 14:29:38 -04'00'

CLERK

9/24/24

DATE

DRAFT



- NOTES:
1. CITY OF SANIBEL BOUNDARY APPROXIMATED FROM LEE COUNTY PROPERTY APPRAISER GEOVIEW
 2. SITE LOCATIONS BASED ON PERMIT NO. SAJ-2012-01760

DATE OF PHOTOGRAPH: APRIL 2024.
PHOTOGRAPH PROPERTY OF LEE COUNTY.
EXHIBIT FOR ILLUSTRATIVE PURPOSES ONLY.

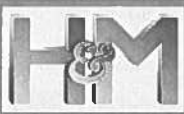
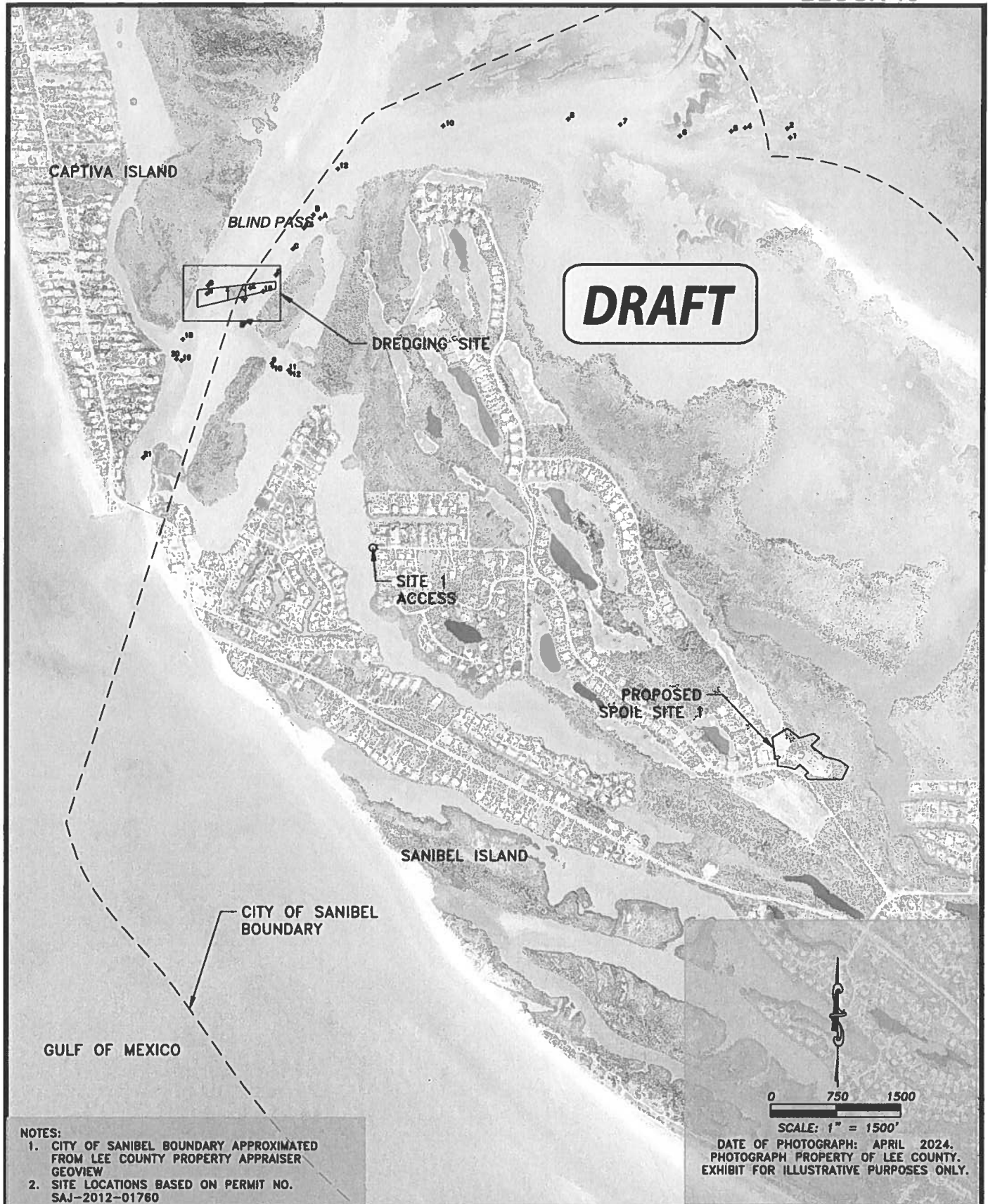




HUMISTON & MOORE ENGINEERS
COASTAL
ENGINEERING DESIGN
AND PERMITTING

BLIND PASS DREDGING 1:6000 AERIAL	
FOR: CITY OF SANIBEL	SCALE: SHOWN
DATE: 06/25/24	FILE: AERIAL
JOB: 27008	DATUM: NAVD
FIGURE: 1	

5679 STRAND COURT
NAPLES, FL 34110
FAX: (239) 594-2025
PHONE: (239) 594-2021
www.humistonandmoore.com



**HUMISTON
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COASTAL
ENGINEERING DESIGN
AND PERMITTING

**BLIND PASS DREDGING
SPOIL SITE 1**

FOR: CITY OF SANIBEL

DATE: 06/25/24

JOB: 27008

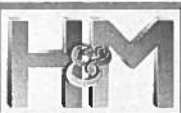
FILE: AERIAL

DATUM: NAVD

SCALE: SHOWN

FIGURE: 2

5679 STRAND COURT
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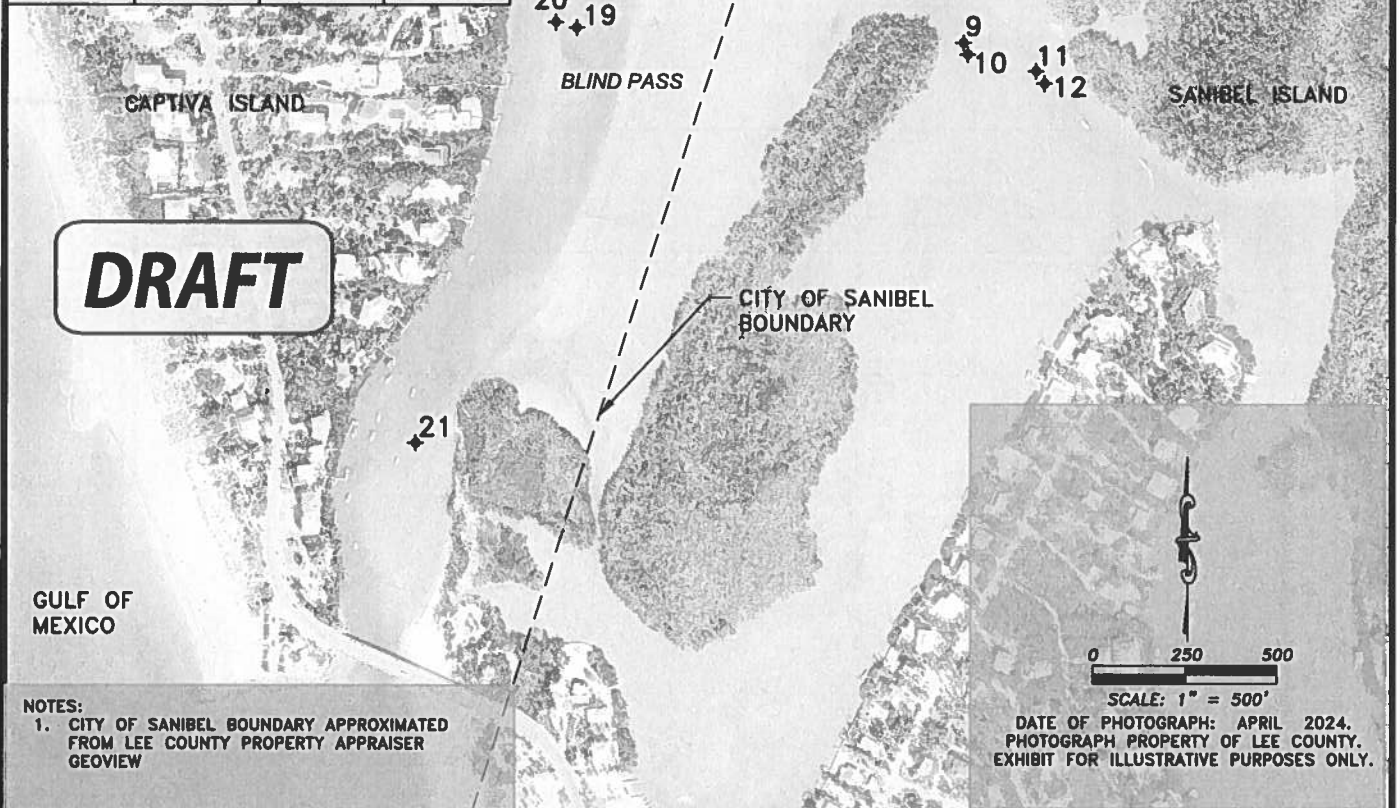


**HUMISTON
& MOORE
ENGINEERS**
COASTAL
ENGINEERING DESIGN
AND PERMITTING

**BLIND PASS DREDGING
SPOIL SITE 2 AERIAL**
FOR: CITY OF SANIBEL
DATE: 06/25/24 FILE: AERIAL SCALE: SHOWN
JOB: 27008 DATUM: NAVD FIGURE: 3

5679 STRAND COURT
NAPLES, FL 34110
FAX: (239) 594-2025
PHONE: (239) 594-2021
www.humistonandmoore.com

CHANNEL MARKER FLORIDA WEST STATE PLANE COORDINATES				POINTS OF INTEREST FLORIDA WEST STATE PLANE COORDINATES		
CHANNEL	MARKER NUMBER	EASTING (FEET)	NORTHING (FEET)	POINT OF INTEREST	EASTING (FEET)	NORTHING (FEET)
Blind Pass	1	603984.1	785509.9	X	597543.7	783782.9
Blind Pass	2	603950.9	785615.0	Y	597801.7	783679.2
Blind Pass	4	603467.5	785621.4	Z	597701.7	783745.7
Blind Pass	5	603305.9	785583.4			
Blind Pass	6	602713.2	785527.8			
Blind Pass	7	602017.0	785659.9			
Blind Pass	8	601419.6	785723.2			
Blind Pass	10	599977.5	785647.4			
Blind Pass	12	598768.9	785149.6			
Blind Pass	unmarked A	598570.3	784580.6			
Blind Pass	unmarked B	598491.2	784621.1			
Blind Pass	14	598386.0	784486.7			
Blind Pass	unmarked C	598257.8	784227.4			
Dinken Bayou	12	598241.7	782789.1			
Dinken Bayou	11	598218.5	782622.2			
Blind Pass	unmarked D	598066.7	783922.3			
Dinken Bayou	10	598033.1	782867.2			
Dinken Bayou	9	598021.4	782899.2			
Blind Pass	16	597917.3	783736.8			
Blind Pass	unmarked E	597765.2	783777.3			
Dinken Bayou	7	597748.4	783388.1			
Dinken Bayou	8	597702.5	783362.3			
Blind Pass	unmarked F	597674.5	783659.0			
Blind Pass	unmarked G	597279.2	783805.7			
Blind Pass	unmarked H	597266.3	783706.8			
Blind Pass	18	596992.1	783182.0			
Blind Pass	19	596977.1	782939.9			
Blind Pass	20	596920.2	782954.5			
Blind Pass	21	596542.8	781814.4			



**HUMISTON
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COASTAL
ENGINEERING DESIGN
AND PERMITTING

BLIND PASS DREDGING
1:500 AERIAL

FOR: CITY OF SANIBEL

DATE: 06/25/24

FILE: AERIAL

SCALE: SHOWN

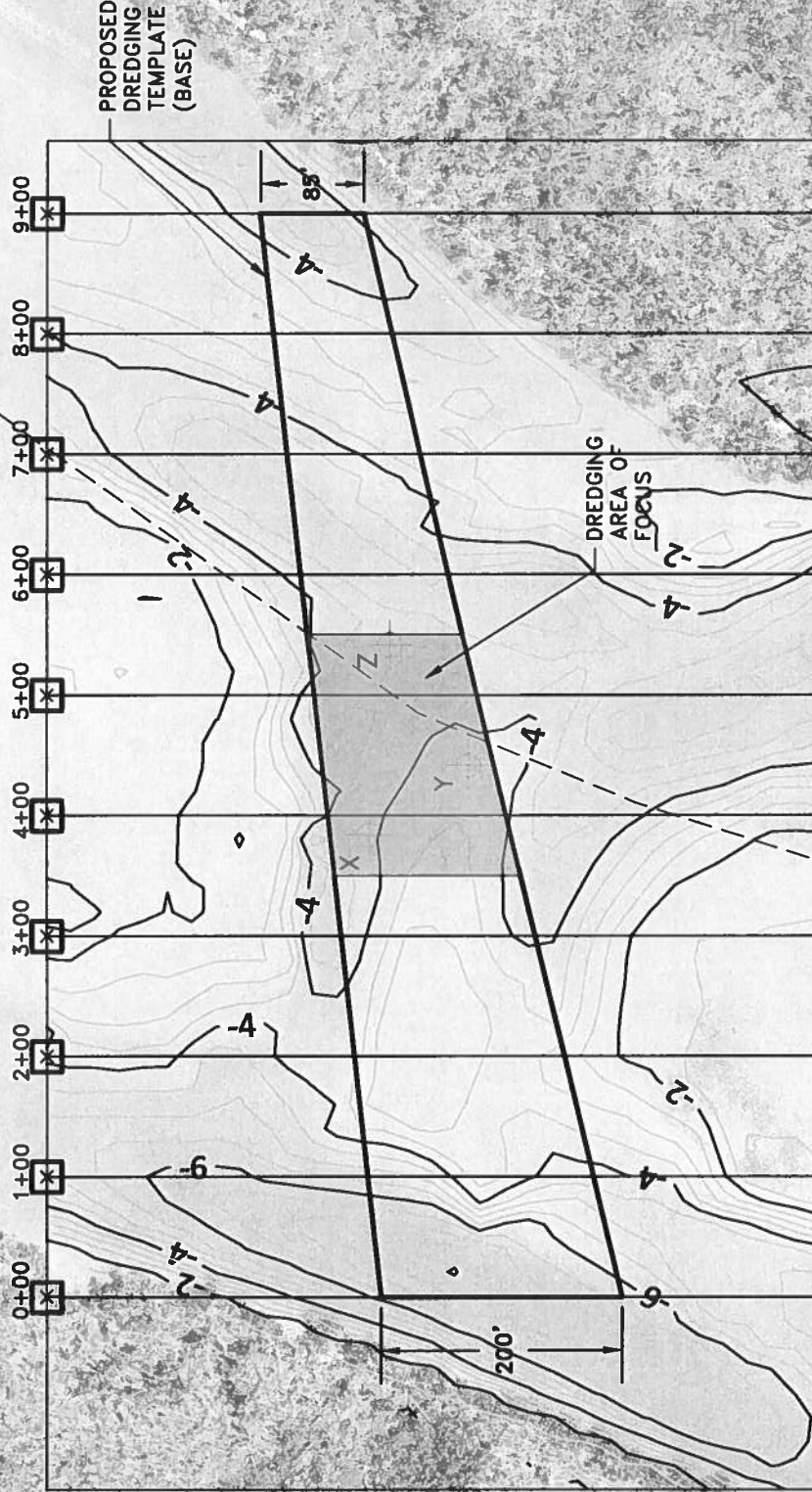
JOB: 27008

DATUM: NAVD

FIGURE: 4

5679 STRAND COURT
NAPLES, FL 34110
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DRAFT



NOTES:
1. CONTOURS BASED ON 2023-10 CEC SURVEY
2. ALL ELEVATIONS IN FT NAVD 88



**HUMISTON
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AND PERMITTING

BLIND PASS DREDGING
SURVEY SCOPE

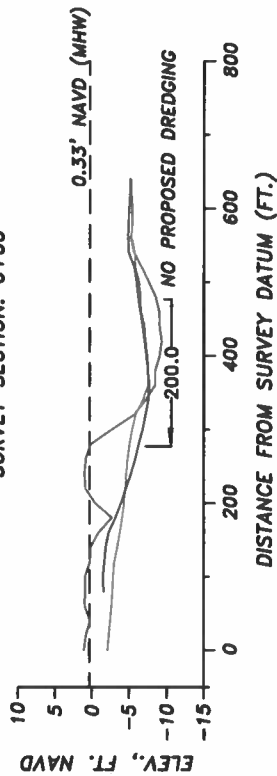
FOR: CITY OF SANIBEL	SCALE: SHOWN
DATE: 06/25/24	FIGURE: 5
FILE: AERIAL	DATUM: NAVD
JOB: 27008	FIGURE: 5

5679 STRAND COURT
NAPLES, FL 34110
FAX: (239) 594-2025
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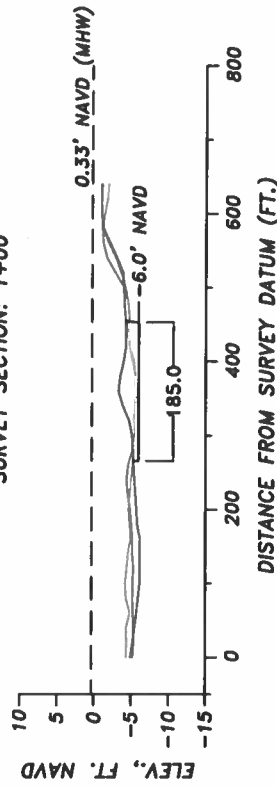
SCALE: 1" = 150'
0 75 150

DATE OF PHOTOGRAPH: APRIL 2024.
PHOTOGRAPH PROPERTY OF LEE COUNTY.
EXHIBIT FOR ILLUSTRATIVE PURPOSES ONLY.

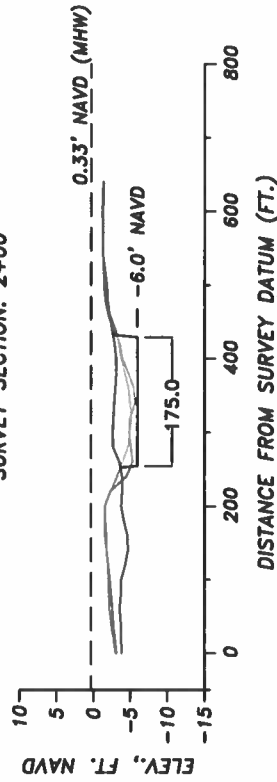
SURVEY SECTION: 0+00



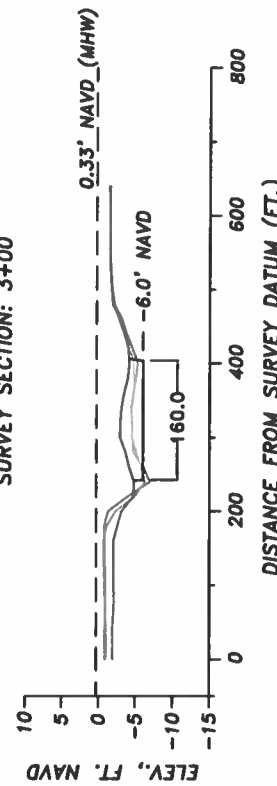
SURVEY SECTION: 1+00



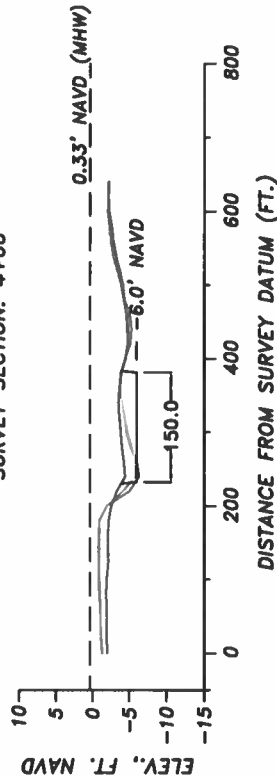
SURVEY SECTION: 2+00



SURVEY SECTION: 3+00



SURVEY SECTION: 4+00



LEGEND
 PROPOSED CHANNEL
 2022-07 CEC SURVEY
 2022 USACE LIDAR
 2023-10 CEC SURVEY

PROPOSED TEMPLATE CUT VOLUME: 9250 CY
 AREA OF FOCUS CUT VOLUME: 1980 CY

VERTICAL SCALE: 1"=25'
 HORIZONTAL SCALE: 1"=250'

NOTES:

1. OVERDEPTH TOLERANCE OF 0.5' NAVD 88
2. ALL ELEVATIONS IN FT NAVD 88
3. SIDE SLOPES OF DREDGE TEMPLATE 1V:1H
4. VOLUME CALCULATED FROM 2023-10 CEC SURVEY PROFILE CUT TO -6.0' NAVD 88
5. AREA OF FOCUS FROM SURVEY SECTION 3+50 TO 5+50

DRAFT

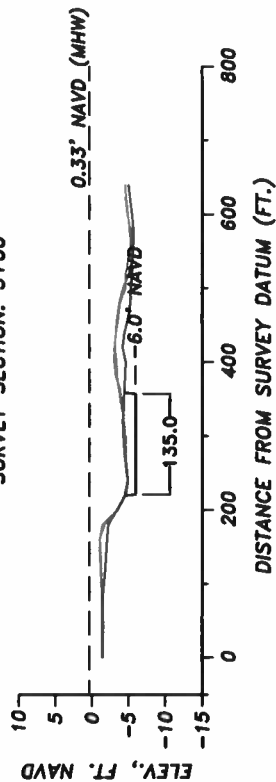
HUMISTON & MOORE ENGINEERS
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 ENGINEERING DESIGN
 AND PERMITTING

BLIND PASS DREDGING
 SURVEY CROSS SECTIONS
 FOR: CITY OF SANIBEL

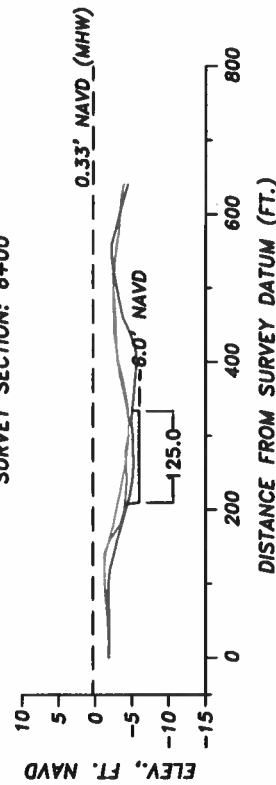
DATE: 06/25/24 FILE: SECTIONS SCALE: SHOWN
 JOB: 27008 DATUM: NAVD FIGURE: 6

5679 STRAND COURT
 NAPLES, FL 34110
 FAX: (239) 594-2025
 PHONE: (239) 594-2021
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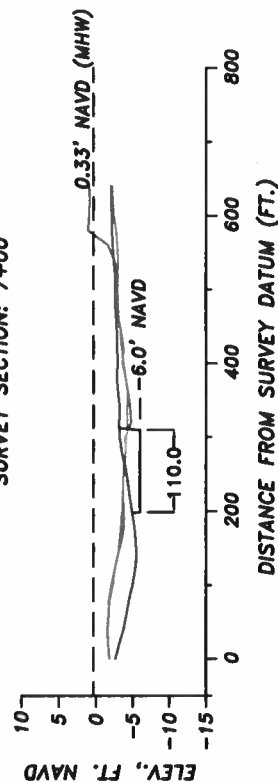
SURVEY SECTION: 5+00



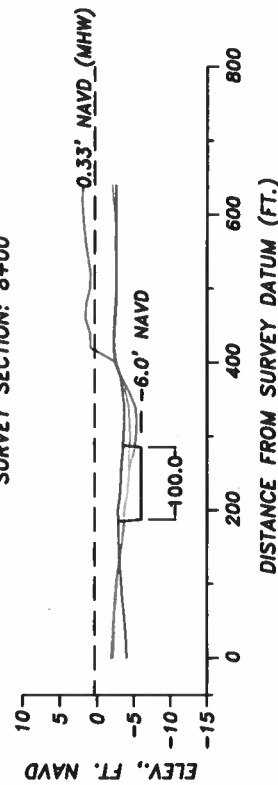
SURVEY SECTION: 6+00



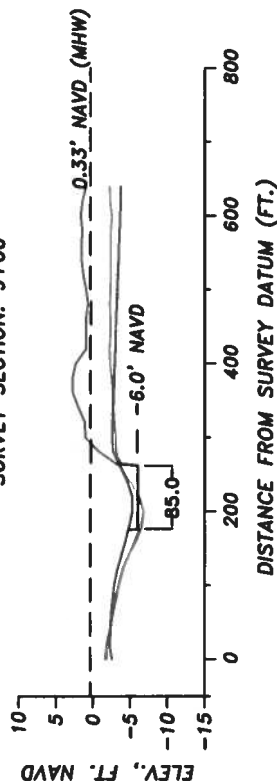
SURVEY SECTION: 7+00



SURVEY SECTION: 8+00



SURVEY SECTION: 9+00



LEGEND
 [] PROPOSED CHANNEL
 [] 2022-07 CEC SURVEY
 [] 2022 USACE LIDAR
 [] 2023-10 CEC SURVEY

PROPOSED TEMPLATE CUT VOLUME: 9250 CY
 AREA OF FOCUS CUT VOLUME: 1980 CY

NOTES:

1. OVERDEPTH TOLERANCE OF 0.5' NAVD 88
2. ALL ELEVATIONS IN FT NAVD 88
3. SIDE SLOPES OF DREDGE TEMPLATE 1V:1H
4. VOLUME CALCULATED FROM 2023-10 CEC SURVEY PROFILE CUT TO -6.0' NAVD 88
5. AREA OF FOCUS FROM SURVEY SECTION 3+50 TO 5+50

VERTICAL SCALE: 1"=25'
 HORIZONTAL SCALE: 1"=250'



HUMISTON & MOORE ENGINEERS
 COASTAL
 ENGINEERING DESIGN
 AND PERMITTING

BLIND PASS DREDGING
 SURVEY CROSS SECTIONS

FOR: CITY OF SANIBEL

DATE: 06/25/24 FILE: SECTIONS SCALE: SHOWN

JOB: 27008

DATUM: NAVD

FIGURE: 7

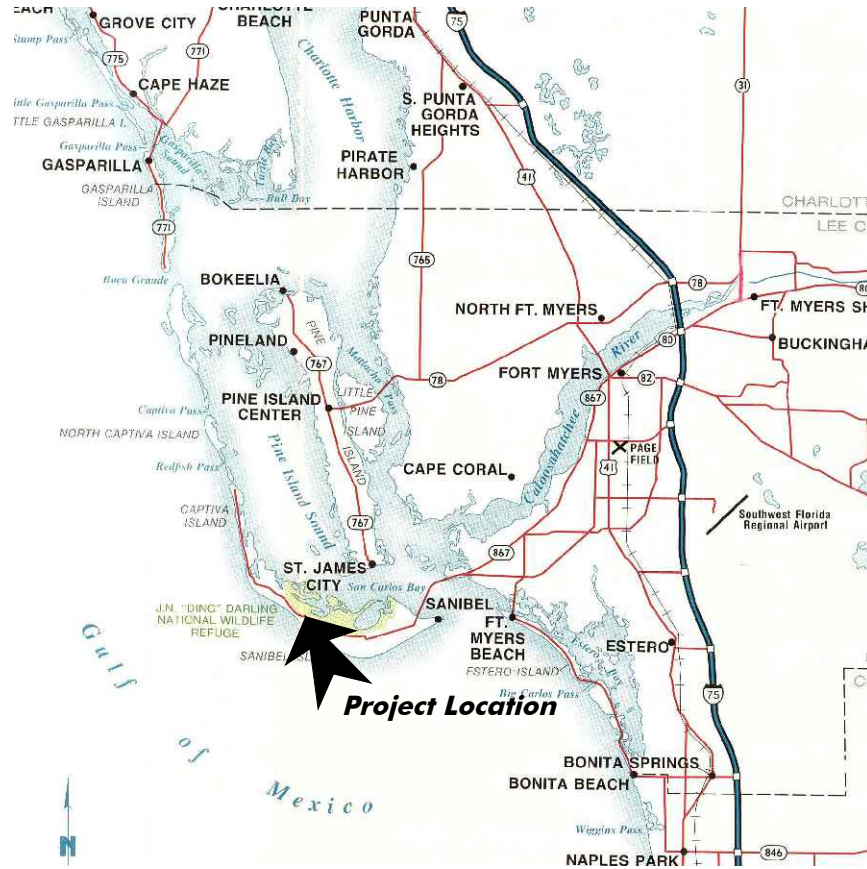
5679 STRAND COURT
 NAPLES, FL 34110
 FAX: (239) 594-2025
 PHONE: (239) 594-2021
 www.humistonandmoore.com

DRAFT

SECTION: 12
TOWNSHIP: 46 S
RANGE: 21 E

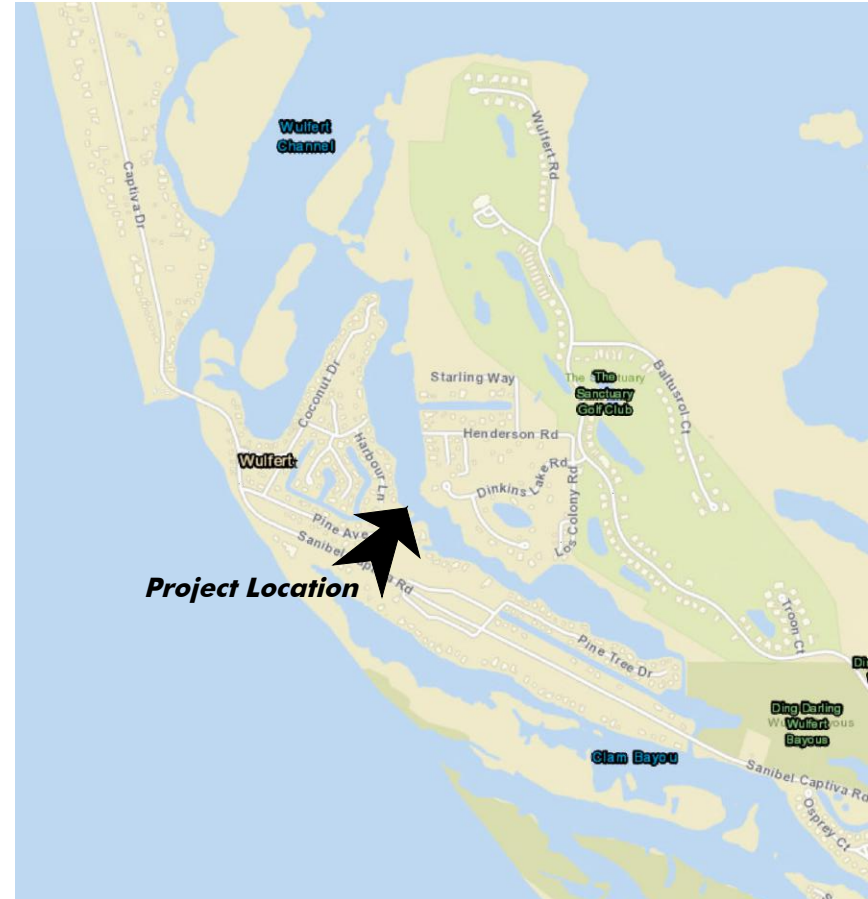
0 5 10
SCALE MILES

0 1250 2500
SCALE FEET



Vicinity Map

SCALE: 1" = 10 mi.



Location Map

SCALE: 1" = 2,500'

April 25, 2025 5:24:40 p.m.
Drawing: SAN8MASTER.DWG



1938 Hill Avenue, Fort Myers, Florida 33901
Office: 239-334-6870 Fax: 239-334-7810
MARINE and ENVIRONMENTAL CONSULTANTS

4-25-25

JWA











City of Sanibel

SHEET
1/6

SECTION: 12
TOWNSHIP: 46 S
RANGE: 21 E

Lee County Aerial 2024

0 750 1500
SCALE FEET

Contour Legend	
	<0'
	0' to -1'
	-1' to -2'
	-2' to -3'
	-3' to -4'
	-4' to -5'
	-5' to -6'
	-6' to -7'
	-7' to -8'
	>-8'



Overall Site Plan

SCALE: 1" = 1,500'

Note: Property lines reference Lee County Property Appraiser.
Bathymetric survey conducted by HWA, Inc. on 12-11-24.
Depths reference MLW per Tide Station 872-5383. MLW @
-1.44' NAVD and MHW @ 0.25' NAVD.

April 25, 2025 5:24:40 p.m.
Drawing: SAN8MASTER.DWG



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Office: 239-334-6870 Fax: 239-334-7810
MARINE and ENVIRONMENTAL CONSULTANTS

4-25-25

JWA

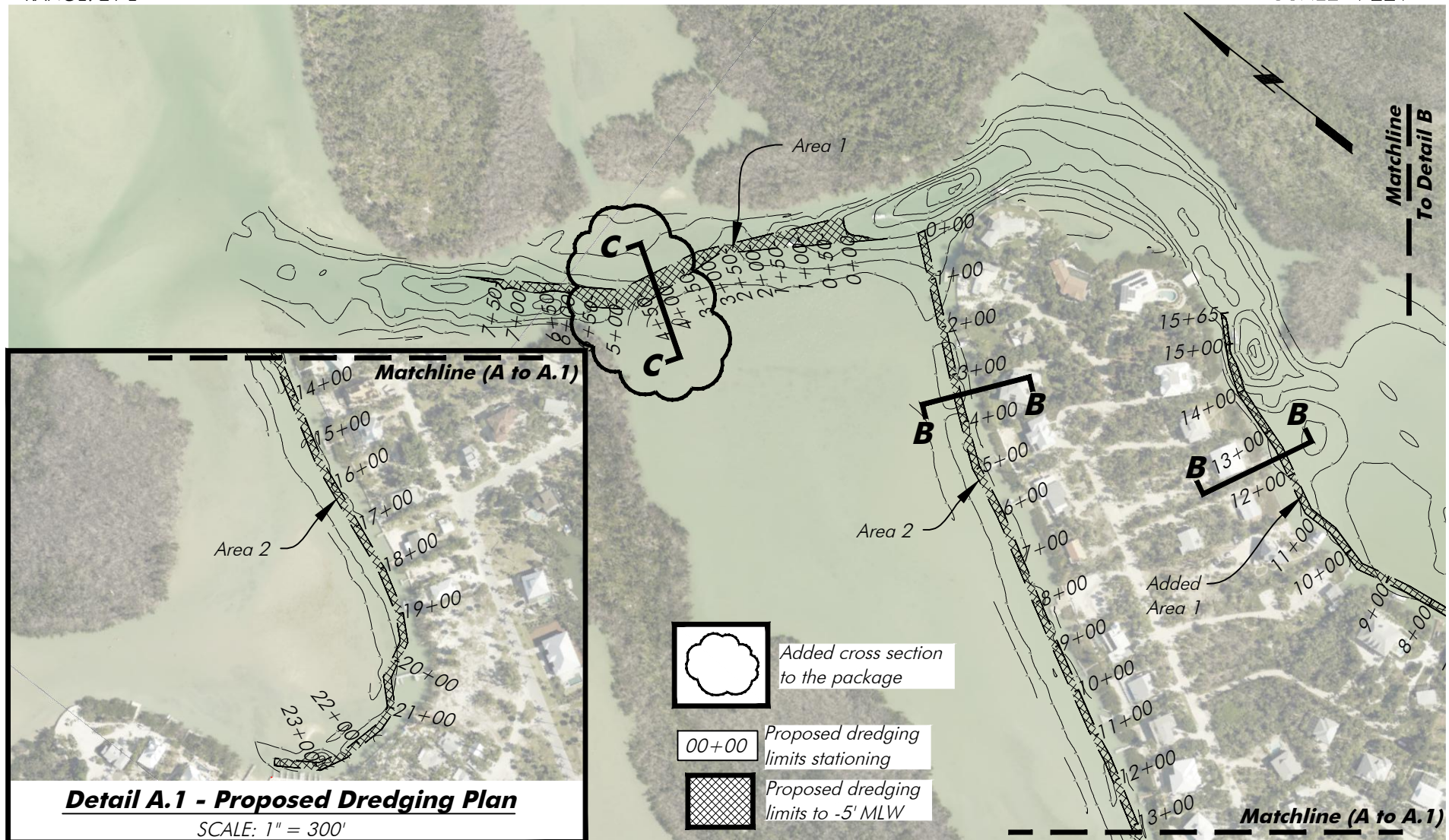
City of Sanibel

SHEET
2/6

SECTION: 12
TOWNSHIP: 46 S
RANGE: 21 E

Lee County Aerial 2024

0 150 300
SCALE FEET



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4-25-25

JWA

City of Sanibel

SHEET
3/6

April 25, 2025 5:24:40 p.m.
Drawing: SAN8MASTER.DWG

SECTION: 12
TOWNSHIP: 46 S
RANGE: 21 E

Lee County Aerial 2024

0 150 300
SCALE FEET



Note: Property lines reference Lee County Property Appraiser.
Bathymetric survey conducted by HWA, Inc. on 12-11-24.
Depths reference MLW per Tide Station 872-5383. MLW @
-1.44' NAVD and MHW @ 0.25' NAVD.

Detail B - Proposed Dredging Plan

SCALE: 1" = 300'

April 25, 2025 5:24:40 p.m.
Drawing: SAN8MASTER.DWG



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4-25-25

JWA

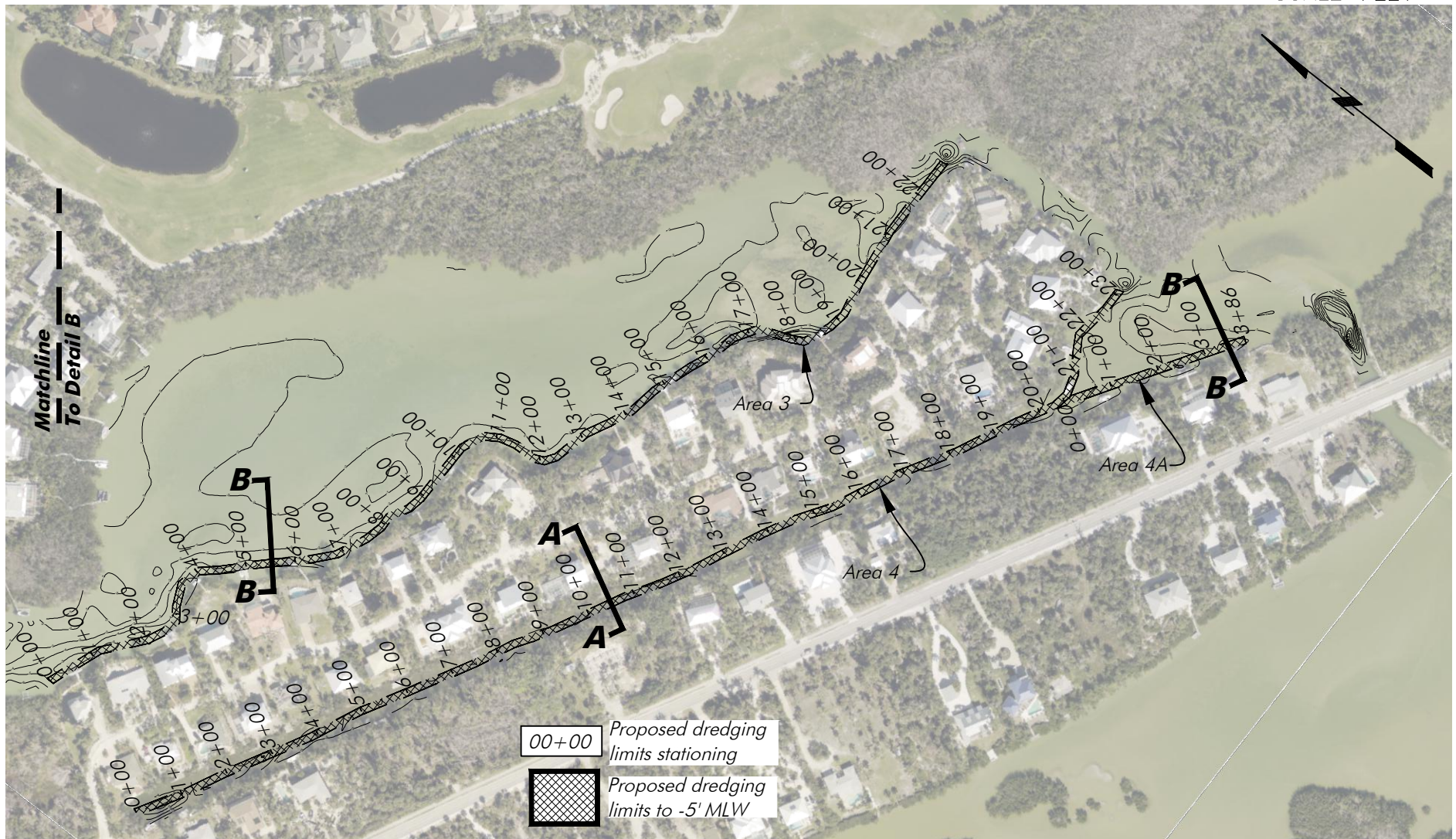
City of Sanibel

SHEET
4/6

SECTION: 12
TOWNSHIP: 46 S
RANGE: 21 E

Lee County Aerial 2024

0 150 300
SCALE FEET



Note: Property lines reference Lee County Property Appraiser.
Bathymetric survey conducted by HWA, Inc. on 12-11-24.
Depths reference MLW per Tide Station 872-5383. MLW @
-1.44' NAVD and MHW @ 0.25' NAVD.

Detail C - Proposed Dredging Plan

SCALE: 1" = 300'

April 25, 2025 5:24:40 p.m.
Drawing: SAN8MASTER.DWG



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4-25-25

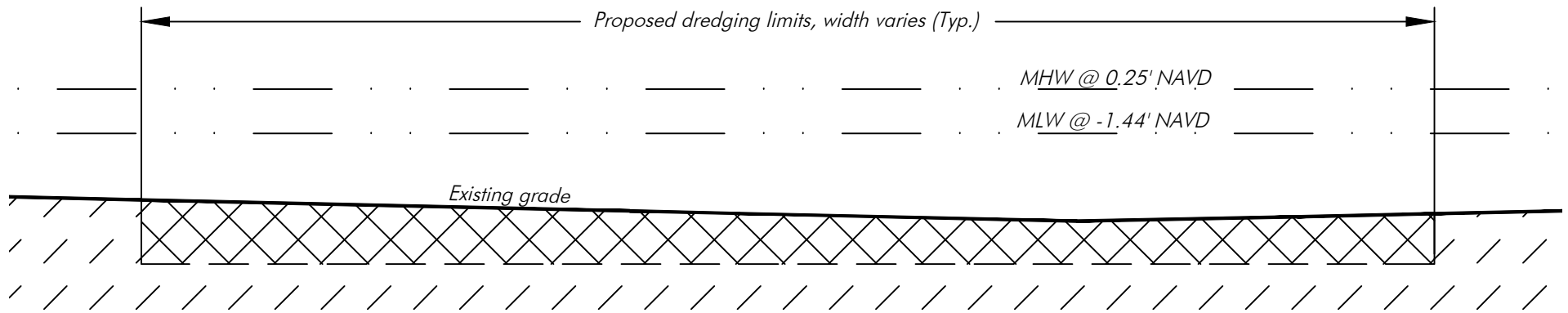
JWA

City of Sanibel

SHEET
5/6

SECTION: 12
TOWNSHIP: 46 S
RANGE: 21 E

0 3 6
SCALE FEET

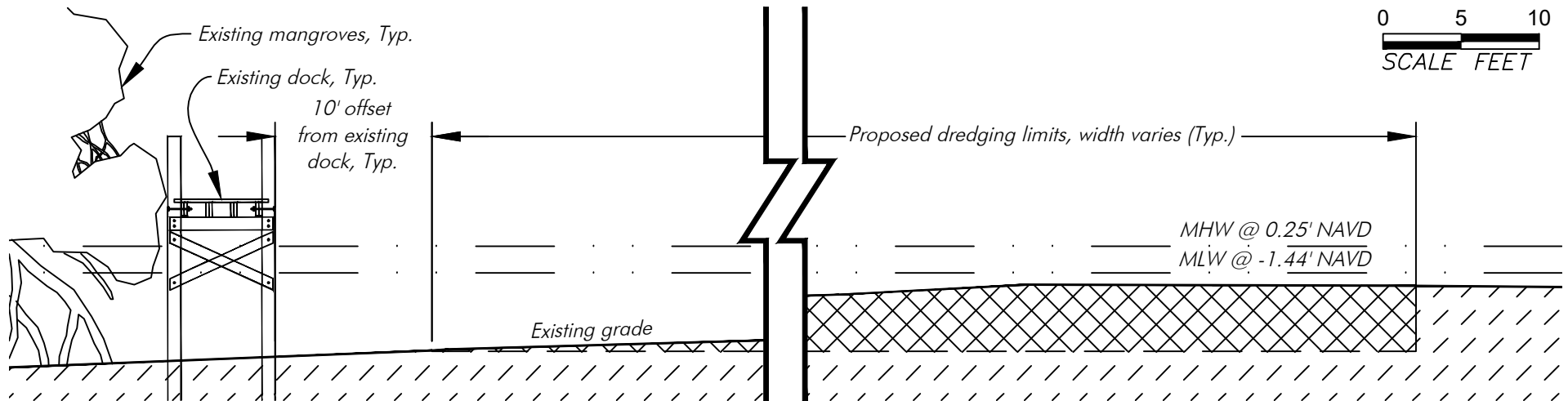


Cross Section C-C

SCALE: 1" = 6'



Proposed dredging
limits to -5' MLW



0 5 10
SCALE FEET

Cross Section D-D

SCALE: 1" = 10'



Proposed dredging
limits to -5' MLW

Note: Property lines reference Lee County Property Appraiser.
Bathymetric survey conducted by HWA, Inc. on 12-11-24.
Depths reference MLW per Tide Station 872-5383. MLW @
-1.44' NAVD and MHW @ 0.25' NAVD.

April 25, 2025 5:24:40 p.m.
Drawing: SAN8MASTER.DWG



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Office: 239-334-6870 Fax: 239-334-7810
MARINE and ENVIRONMENTAL CONSULTANTS

4-25-25

JWA

City of Sanibel

SHEET
6/6

RECEIVED
ELECTRONICALLY

08-16-12

South District



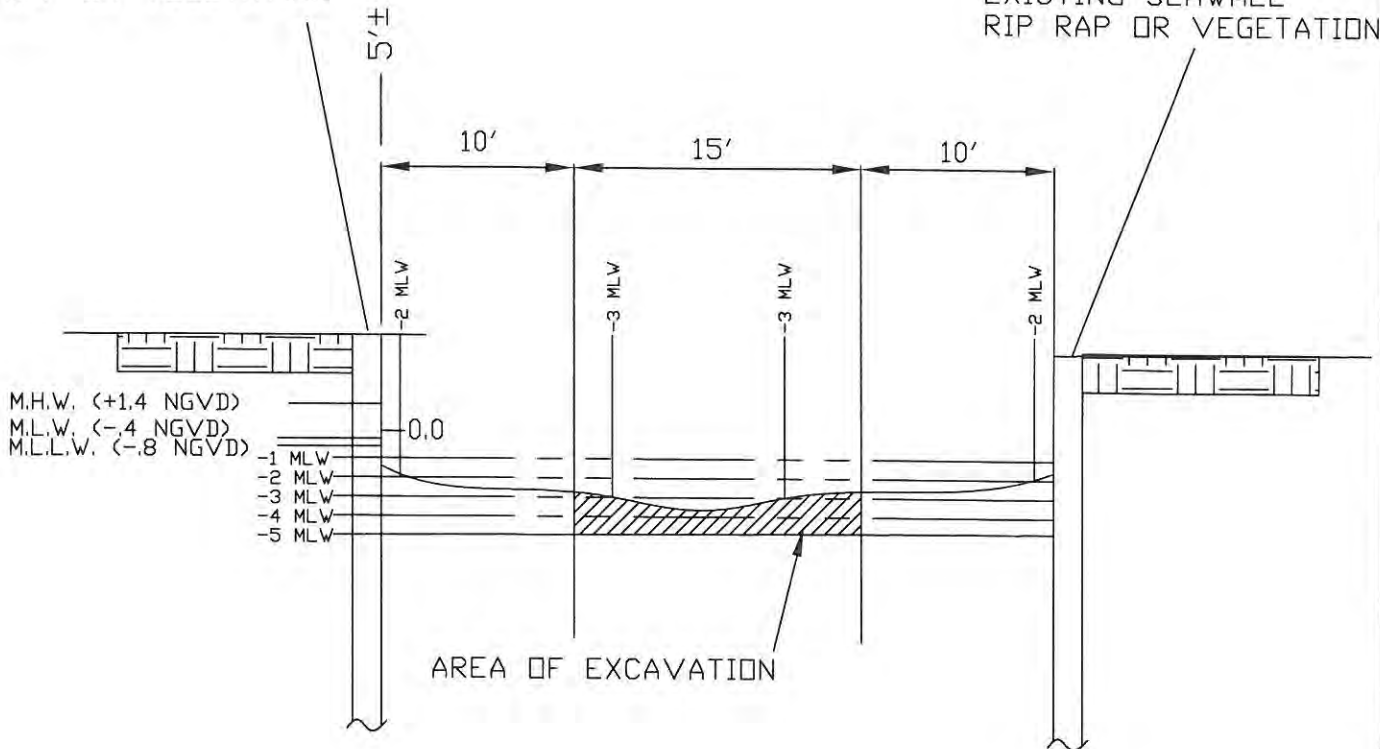
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File Number:

36-0312426-001

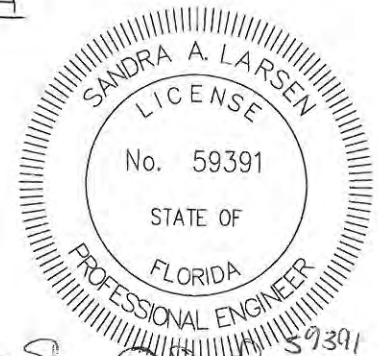
EXISTING SEAWALL
RIP RAP OR VEGETATION

EXISTING SEAWALL
RIP RAP OR VEGETATION



CROSS SECTION SEC. A-A

SCALE: HORIZ. - 1"=10'
VERT. - 1"=10'



Sandra A. Larsen
DATE: 8/7/12



CITY OF SANIBEL
800 DUNLOP ROAD
SANIBEL, FL 33957

MAINTENANCE DREDGING
CROSS SECTION A-A

DATE: 8/7/12

SKETCH
4A

RECEIVED
ELECTRONICALLY

08-16-12

South District

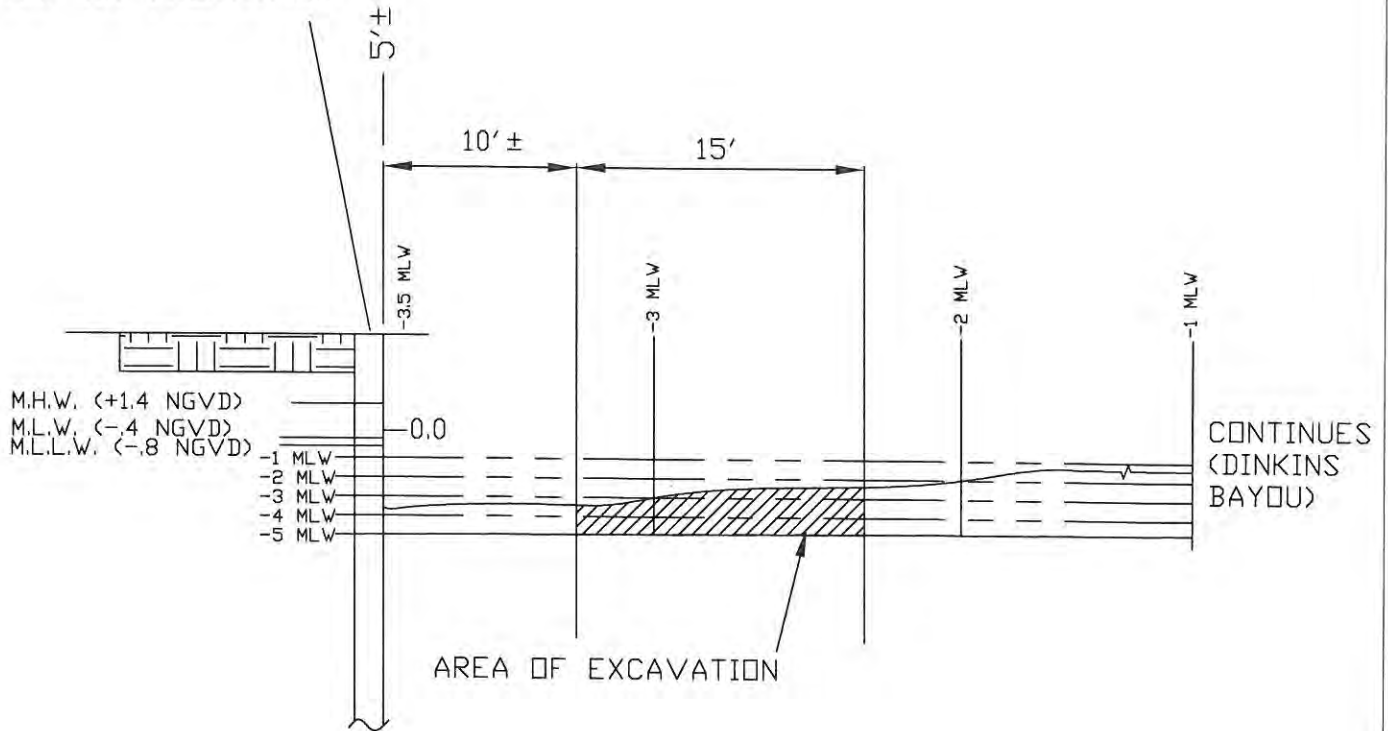


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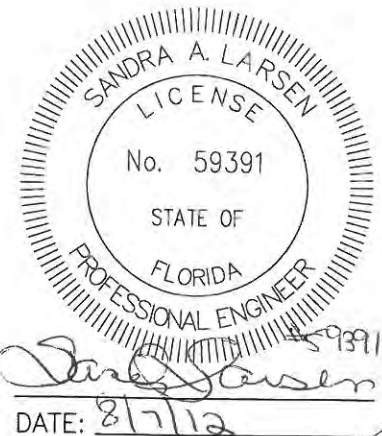
36-0312426-001

EXISTING SEAWALL
RIP RAP OR VEGETATION



CROSS SECTION B-B

SCALE: HORIZ. - 1"=10'
VERT. - 1"=10'



CITY OF SANIBEL
800 DUNLOP ROAD
SANIBEL, FL 33957

MAINTENANCE DREDGING
CROSS SECTION B-B

DATE: 8/7/12
SKETCH
4B



12924 49th St N
Clearwater, FL 33762
Phone: 727-436-5044 Fax: 727-436-5003

Estimate

PO # TBD

Date**4/17/2025**

Client: City of Sanibel

President:

Project Manger: Holly Milbrandt

Bret Sapp

Phone: 239-472-3700 Email: holly.milbrandt@mysanibel.com

Address: 800 Dunlop Road
Sanibel, FI 33957**Project Name: Wulfert Channel Maintenance Dredging**

Description of work: Wulfert Channel within Blind Pass inlet filled in from storm damage. Owner has pulled an emergency permit to restore it back to previous conditions. Permit # SAJ-2024-01807(NWP-SJF)

Dredging Services: Mechanically dredge approximately 9,250 cy of material. Unload barge at Henderson Road boat ramp. Load directly into water tight sealed dumptrucks and hauled to city's Wulfert Wastewater Treatment Plant(WWTP) for final dewatering.

Engineering/Permitting Services: USACE emergency permit pulled by owner. Work must be completed by September 1st.

Hauling Services: Bayside Dredging will haul the material to WWTP. Silt fence will be installed prior to any dumping. Once dewatered, Bayside Dredging will haul all the sediment off the island.

Additional comments/notes: If additional material is requested to be removed, costs are identified below.

***Note* Contract to follow upon agreement on scope of work and permits if necessary**

Item	Description	Qty	Rate	Amount
1	Mobilization	1	\$45,000.00	\$45,000.00
2	Dredging (CY)	9250	\$100.00	\$925,000.00
3	Hauling (CY)	9250	\$15.00	\$138,750.00
4	Hauling Sediment off Island(CY)	9250	\$15.00	\$138,750.00
5	Survey and Stakeout	1	\$15,000.00	\$15,000.00
			Total	\$1,262,500.00

If you have any questions, please contact Bret Sapp at 727-436-5044.

We appreciate the opportunity to provide this scope of services and look forward to working with you.

SCC131152825



12924 49th St N
Clearwater, FL 33762
Phone: 727-436-5044 Fax: 727-436-5003

Estimate

PO # TBD

Date**5/15/2025**

Client: City of Sanibel

President:

Project Manger: Holly Milbrandt

Bret Sapp

Phone: 239-472-3700 Email: holly.milbrandt@mysanibel.com

Address: 800 Dunlop Road
Sanibel, FI 33957**Project Name: Dinkins Bayou Maintenance Dredging**

Description of work: Dinkins Bayou filled in from storm damage. Owner is pulling an emergency permit to restore it back to previous conditions. Permit #

Dredging Services: Mechanically and hydraulically dredge approximately 13,140 cy of maintenance dredging sediment. Unload barge at Henderson Road boat ramp. Load directly into water tight sealed dumptrucks and hauled to city's Wulfert Wastewater Treatment Plant(WWTP) for final dewatering.

Engineering/Permitting Services: Owner is pulling emergency permits.

Hauling Services: Bayside Dredging will haul the material to WWTP. Silt fence will be installed prior to any dumping. Once dewatered, Bayside Dredging will haul all the sediment off the island.

Additional comments/notes: If additional material is requested to be removed, costs are identified below.

***Note* Contract to follow upon agreement on scope of work and permits if necessary**

Item	Description	Qty	Rate	Amount
1	Mobilization	1	\$45,000.00	\$45,000.00
2	Dredging Area 1 (CY)	2350	\$90.00	\$211,500.00
3	Dredging Area 2, 2A, and 3 (CY)	7941	\$100.00	\$794,100.00
4	Dredging Area 4 and 4A (CY)	2849	\$150.00	\$427,350.00
5	Hauling (CY) Haul to WWTP	13140	\$15.00	\$197,100.00
6	Hauling Sediment off Island(CY)	13140	\$15.00	\$197,100.00
7	Survey and Stakeout	1	\$40,000.00	\$40,000.00
			Total	\$1,912,150.00

If you have any questions, please contact Bret Sapp at 727-436-5044.

We appreciate the opportunity to provide this scope of services and look forward to working with you.

SCC131152825

CONTRACT

THIS CONTRACT, made this 21st day of May, 2024, by and between THE CITY OF SANIBEL, FLORIDA, hereinafter called "OWNER" and Bayside Dredging LLC a Florida profit corporation, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the covenants set forth below and other good and valuable consideration, the sufficiency and receipt of which is acknowledged, OWNER and CONTRACTOR hereby agree as follows:

1. The term "CONTRACT DOCUMENTS" means and includes the following, all of which are incorporated herein and made part of the CONTRACT:
 - A. Specifications for "Shell Harbor Entrance Channel and Canal Dredging Project" dated March 18, 2024, including, without limitation, all General Specifications, General Conditions, Special Provision, Required Contract Provisions, Technical Specifications, and Appendices
 - B. Bidding Documents, including Advertisement, Information to Bidders, and Addenda
 - C. CONTRACTOR'S Proposal in response to ITB-PW-0-2024/SK
 - D. This CONTRACT
 - E. Performance and Payment Bond
 - F. Notice of Award
 - G. Notice to Proceed
 - H. Change Order(s)
2. The CONTRACTOR will commence and complete the construction which includes:
"Shel Harbor Entrance Channel and Canal Dredging Project" as described in the CONTRACT DOCUMENTS (the "WORK")
3. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the WORK.
4. The CONTRACTOR will commence the WORK within 6 calendar days after date of the NOTICE TO PROCEED and will complete the same no later than April 15, 2024, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
5. The CONTRACTOR agrees to perform all of the WORK in accordance with the CONTRACT DOCUMENTS for the sum of **\$ 237,500.00** said amount being the total **unit price sum** as listed on the Contractor's proposal form as submitted for this project.
6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
7. The CONTRACT DOCUMENTS embody the entire agreement of CONTRACTOR and OWNER regarding the Work. No deviation from the CONTRACT DOCUMENTS will be allowed, honored or compensated unless accompanied by a fully executed change order.
8. This CONTRACT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns; however, CONTRACTOR shall not assign or otherwise

transfer its rights, duties or obligations under this CONTRACT without prior written consent of OWNER.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in counterparts each of which shall be deemed an original on the date first above written.



Scotty Lynn Kelly

Name Scotty Lynn Kelly, MMC

Title City Clerk

OWNER City of Sanibel

By Dana A. Souza

Name Dana A. Souza

Title City Manager

(SEAL)

ATTEST JSP

Name Bayside Dredging

Title Vice President

CONTRACTOR: Bayside Dredging LLC

By [Signature]

Name Bayside Dredging LLC

Title President

Email bret@baysidedredging.com

Approved as to form

John P. Aguana
City Attorney

19

CITY OF SANIBEL

SPECIFICATIONS FOR Shell Harbor Entrance Channel and Canal Dredging Project

ITB-PW-0-2024/SK

March 18, 2024



***Public Works Department -
800 Dunlop Road, Sanibel, FL 33957
(239)472-6397***

BIDS DUE BY: 2:30 PM, (ET) April 18, 2024

PRE-BID CONFERENCE: No Pre-Bid Conference

NO QUESTIONS WILL BE ACCEPTED AFTER: 5:00 PM, (ET) April 8, 2024, all questions must be submitted in writing to scott.krawczuk@mysanibel.com and received by stated time.

SEALED ENVELOPES MUST BE MARKED WITH THE TITLE OF THE BID, BID NUMBER, NAME AND ADDRESS OF THE BIDDER.

Courier Packages (Fedex, UPS) shall clearly state on the outer packaging, the Invitation to Bid Title and the Invitation to Bid Number. If the proper information is not on the courier's outer packaging the Bid/RFP may be sent back to the Vendor without being opened and/or given consideration for that project.

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CITY OF SANIBEL, FLORIDA

ADVERTISEMENT FOR BIDS

Legal Notice is hereby given that sealed proposals will be received at the Office of the City Engineer, City of Sanibel, Florida, at the Public Works Building, 750 Dunlop Road, Sanibel, until 2:30 P.M., on APRIL 18, 2024 and shortly thereafter will be publicly opened and read aloud. Any proposal offered later than the above time will be returned unopened.

The work for which proposals are to be received consists of the following:

SHELL HARBOR ENTRANCE CHANNEL AND CANAL DREDGING PROJECT

This project is located within Sanibel Island's Bay-Front Shoreline. **The work consists of dredging of the entrance channel to the Shell Harbor subdivision canal system and potential additional canal/island dredging locations.**

Proposals shall be properly and completely executed on a standard proposal form. Each proposal shall be accompanied by an acceptable certified check or cashier's check made payable to the City of Sanibel, or an acceptable Bidders Bond, in an amount not less than five percent (5%) of the total bid price.

The Contractor to whom the work is awarded will be required to furnish an acceptable Surety Bond in an amount of one hundred percent (100%) of the contract price.

No bidder may withdraw his proposal within a period of sixty (60) days following the date set for receiving proposals. The City of Sanibel reserves the right to hold any and all bids for a period of not more than sixty (60) days and said bids shall be and remain valid and in full force and effect during said period. The City of Sanibel reserves the right to reject any and all proposals and to waive informalities.

Plans and Specifications for the work may be obtained online at:

<https://www.mysanibel.com/government/public-works-department/useful-links/city-bids>

Scott Krawczuk
Deputy Public Works Director

AFFIDAVIT REQUESTED
PUBLISH ONE TIME
Fort Myers News-Press
March 18, 2024

INFORMATION FOR BIDDERS

1.01 SCOPE

- A. The contract work provides for the **Shell Harbor Entrance Channel and Canal Dredging Project** and other related items pertinent and incidental thereto including the furnishing of all labor, materials, supplies, equipment, work and services, ready for satisfactory and continuous operation, in accordance with the drawings and specifications.
- B. The work included in this contract is described briefly as follows: **The work consists of dredging of the entrance channel to the Shell Harbor subdivision canal system and potential additional canal/island dredging locations. along Sanibel Island's Bay-Front shoreline.**
- C. There is no pre-bid conference for this project.
- D. Project award is anticipated for the May 7, 2024 City Council meeting and the contractor shall be prepared to begin construction within two (2) to three (3) weeks following award.

1.02 CONTRACT DOCUMENTS AND SPECIFICATIONS

- A. Work to be performed shall be in accordance with drawings and specifications prepared by the City of Sanibel.

1.03 BIDDER TO EXAMINE SITE

- A. All bidders are to inform themselves of the conditions under which the work is to be performed, the site of the work, the obstacles which may be encountered, and all other relevant matters concerning the work to be performed. The successful bidder will not be allowed any extra compensation by reason of any matter or thing concerning which said bidder might have fully informed themselves because of their failure to have so informed themselves prior to the bidding.

1.04 INFORMATION NOT GUARANTEED

- A. All information given relating to borings, material encountered, and groundwater is from the reports of the boring CONTRACTOR. Such information is furnished only for the information and convenience of the bidders. It is understood and agreed that the OWNER does not warrant or guarantee as to the accuracy or completeness of such information. Each bidder must satisfy themselves regarding the character, quantities, and conditions of the various materials and work to be done.
- B. It is further understood and agreed that the bidder or the CONTRACTOR will not use any information made available to themselves or obtained by any examination made by them in any manner as a basis or ground of claim or demand of any nature against the OWNER arising from or by reason of any variance which may exist between the information offered and the actual materials and structures encountered during the construction work.

1.05 QUESTIONS REGARDING CONTRACT DOCUMENTS

- A. In general, no answer will be given in reply to an oral question if the question involves an interpretation of the intent or meaning of the drawings or contract documents, or the equality or use of products or methods other than those definitely designated or described on the drawings or in the specifications. Any information given to bidders other than by means of the drawings and contract documents or by addenda as described below is given informally and shall not be used as the basis of a claim against the OWNER or the Engineer.
- B. To receive consideration, such questions shall be submitted in writing to the OWNER by no later than **April 8, 2024 at 5:00PM (ET)**. If the question involves equality or use of products or methods, it must be accompanied by drawings, specifications, or other data, in sufficient detail to enable the OWNER to determine the equality or suitability of the product or method. In general, the OWNER will neither approve nor disapprove particular products prior to the opening of the bids; such products will be considered when offered by the selected CONTRACTOR for incorporation into the work.
- C. The OWNER will arrange as addenda, which shall become a part of the Contract, all questions received as above provided, with his decision regarding each. Addenda will be posted by **April 13, 2024 at 5:00PM (ET)**. It shall be the responsibility of the CONTRACTOR, prior to submitting a proposal, to check the Demandstar online marketplace to download any and all addenda associated with the project. CONTRACTOR shall acknowledge issued addenda on Proposal document page (P-2).
- D. Unless such action shall have been taken by the CONTRACTOR and approval obtained, he agrees to use the product or method designated or described in the specifications or as amended by these addenda.

1.06 PROPOSAL FORM

- A. All bids must be submitted upon the Proposal Form which will be furnished by the OWNER. The Proposal Form shall be completely executed and shall give the price bid for each item of work proposed, both in words and figures, and shall be signed by the bidder.
- B. In the event of a discrepancy between the prices written in words and prices written in figures, the prices written in words shall govern.
- C. The successful bidder shall be prepared to complete the work within **SIXTY (60)** Calendar days.

1.07 LETTER FROM SURETY

- A. The CONTRACTOR shall submit with their executed bid proposal a letter or statement from their surety company that it will execute and deliver a one hundred percent (100%) Performance and Payment Bond.

1.08 AWARD OF CONTRACT

A. Lump Sum Proposals - The award of Contract shall be made to the low, responsive and responsible bidder on the lump sum proposals submitted for the work. The Contract shall be deemed as having been awarded when formal notice shall have been served upon the successful bidder by an officer or agent of the OWNER duly authorized to give such notice.

B. Unit Price Proposals

(1) The award of the Contract will be made to the lowest responsible bidder on the total bid price given on the Proposal Form, page P-1. The Contract shall be deemed as having been awarded when formal notice shall have been served upon the successful bidder by an officer or agent of the OWNER duly authorized to give such notice.

(2) The quantities listed in the unit price proposal form are to be considered as approximate and are to be used for the comparison of bids only. The unit prices to be tendered by the bidders are to be tendered expressly for the scheduled quantities, as they may be increased or decreased as hereinafter provided. Payments, except for lump sum items in the unit price Contract, will be made to the CONTRACTOR for the actual quantities of work performed or materials furnished in accordance with the plans and specifications; and it is understood that the scheduled quantities of work to be done and materials to be furnished may each be increased or diminished as hereinbefore provided without in any way invalidating the unit price bid. Where there is a conflict between the unit price and the extension thereof made by the bidder, the unit price shall govern, and the Engineer shall be authorized to make a correct extension of such unit bid price and to use such corrected extension in comparing bids.

(3) When prices are requested on "Alternate" items, the alternate item price will not be considered in determination of the low bidder.

(4) The City reserves the right to accept or reject any or all bids and to waive any formal irregularities in the bids, when deemed to be in the best interest of the City.

1.09 BID SECURITY

A. Each bid shall be accompanied by a cashier's check made payable to the OWNER or an acceptable bidder's bond in an amount of not less than five percent (5%) of the total bid price. The checks will be returned to all except the three lowest formal bidders within three days after the date of opening the bids. Any checks remaining with the OWNER shall be returned upon execution of a contract.

1.10 COMPARISON OF BIDS

A. Bids will be compared on the basis of the lump sum bid or the sum of unit price extensions plus the sum determined in evaluating the time of completion stated by the bidders in their proposals if the OWNER desires to make such evaluation. The net sum thus obtained shall be used to determine the order of bidding.

B. The sum to be used for evaluation of the time of completion stated by the bidder, if used, shall be only for comparison of bids. It shall be the product of \$300.00 and the number of calendar days named by the bidder.

1.11 EXPERIENCE AND ABILITY OF CONTRACTOR

- A. It is the intent of the OWNER not to award the Contract to any bidder who does not furnish satisfactory evidence they have the ability and experience in this class of work, and that they have sufficient capital and plant to enable them to prosecute the same successfully and to complete it in the time named in the proposal. CONTRACTOR shall have a minimum of **THREE (3)** years' experience with similar projects.

1.12 EXECUTION OF CONTRACT

- A. The successful bidder to whom the Contract is awarded shall be required to execute **three (3)** copies of the Construction Contract and **three (3)** copies of the Performance and Payment Bond.

1.13 FORFEITURE OF BID SECURITY

- A. In the event that the party to whom the Contract is awarded shall fail or neglect to execute the Contract and furnish satisfactory bonds within TEN (10) days after the OWNER has notified him that the Contract is ready for execution, the OWNER may determine that the bidder abandoned the Contract, and thereupon the proposal and acceptance shall be null and void; and the security accompanying the proposal shall be forfeited to and retained by the OWNER as liquidated damages for such failure and neglect, and to indemnify the OWNER for any loss which may be sustained by failure of the bidder to execute the Contract. After the execution of the Contract and the acceptance of the bonds by the OWNER, the bid securities which have been retained by the OWNER shall be returned to the respective bidders.

1.14 UNAVAILABILITY OF MATERIALS

- A. Bids must be based on use of the materials specified, subject to the provisions of any addenda issued. If the CONTRACTOR is unable to furnish or use any of the materials or equipment specified because of any order by a governmental agency limiting the manufacture or use, or because of the supply situation in the general market for such material or equipment, the CONTRACTOR shall offer substitutes therefor. The substitutes shall be suitable for the purpose, considering the factors of quality, serviceability, appearance, and maintenance. No substitute shall be used until it has been approved by the Engineer.
- B. No consideration will be given to the use of substitutes on account of market conditions unless the CONTRACTOR demonstrates that for the item in question, CONTRACTOR placed their order and submitted shop drawings without delay, that CONTRACTOR has shown due diligence in attempting to locate the item as specified, and that the unavailability is due to market conditions in general throughout the particular industry.
- C. If substitutes are used in the work, the compensation to be paid to the CONTRACTOR shall be subject to review and adjustment. As a general principle, if the Engineer shall determine that the substitute will be less satisfactory, the CONTRACTOR shall allow a credit to the

OWNER; only "under unusual circumstances shall there be an increase in" compensation to the CONTRACTOR on account of substitution. The basis upon which the amount of price adjustments will be founded shall be the cost of the appropriate items at the time the bids were opened.

1.15 DELETED

1.16 NONDISCRIMINATION IN EMPLOYMENT

- A. Contracts for work under this proposal may obligate the CONTRACTOR and sub-contractors not to discriminate in employment practices.
- B. Bidders must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of the Contract.

1.17 RIGHT-OF-ACCESS

- A. The CONTRACTOR agrees that a representative of the OWNER or Engineer will have access to the work wherever it is in preparation of progress and that the CONTRACTOR will provide facilities for such access and inspection.

1.18 SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION

- A. The successful bidder shall be responsible for all obligations prescribed as employer obligations under Chapter XVII of Title 29, Code of Federal Regulations, Part 1926, otherwise known as "Safety and Health Regulations for Construction."

1.19 UTILITIES

- A. All existing utility systems which conflict with the construction of the work herein shall be relocated or temporarily removed and replaced as required. Such relocating or temporary removal and replacement shall be accomplished at the expense of the CONTRACTOR, and the work shall be done by the Utility unless the Utility approves in writing that the work may be done by the CONTRACTOR.
- B. The CONTRACTOR shall make all necessary applications and arrangements and pay all fees and charges for electrical energy for power and light required for the construction of this Contract during its entire progress. CONTRACTOR shall provide and pay for all temporary wiring, switches, connections and meters.

1.20 EASEMENTS

- A. The OWNER will obtain right-of-way easements over and through certain private lands for the construction and rehabilitation. The width or limits of such rights-of-way will be defined by the OWNER before the work or construction shall begin. If the methods of construction employed by the CONTRACTOR are such as to require the use of land beyond the limits obtained, CONTRACTOR shall make their own agreements with the property owners

affected for the use of such additional land and submit a copy of the agreement to the "owner".

- B. In all such easement rights-of-way, the CONTRACTOR shall be required to carefully remove the Owner's fences, or other obstacles to the construction procedure, and replace the same after the work is installed. The backfilling shall be to the grade of the existing ground level or to the grade as established by the Owner in the event the Owner permits the deposit of excess material upon such land.
- C. The cost of all such restoration of property shall be included and no additional payment will be allowed for this work.

1.21 OPERATIONS WITHIN RIGHT-OF-WAY

- A. In public thoroughfares, all operations of the CONTRACTOR, including those of temporary nature, must be confined within the applicable right-of-way limits. If the methods of the construction employed by the CONTRACTOR are such as to require the use of land beyond the public thoroughfares, CONTRACTOR shall make their own agreements with the property owners affected for the use of such additional land and submit a copy of the agreement to the "owner".

1.22 PUBLIC RECORDS

- A. OWNER is a public agency subject to Chapter 119, Florida Statutes, the Public Records Law. As a CONTRACTOR or service provider to OWNER, CONTRACTOR is also subject to the Public Records Law pursuant to Section 119.0701, Florida Statutes, and shall comply with Florida's Public Records Law. Unless specifically exempted by Florida law, in whole or part, the CONTRACTOR shall:
 - (1) Keep and maintain public records required by the OWNER in order to perform the service. This shall include all records relating to CONTRACTOR'S services provided to the OWNER and includes "all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics or means of transmission."
 - (2) Upon request from the OWNER'S custodian of public records, provide the OWNER with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the OWNER.
 - (4) Upon completion of the contract, transfer, at no cost to the OWNER, all public records in possession of the CONTRACTOR, or keep and maintain public records required by the OWNER to perform the service. If the CONTRACTOR transfers all public records to the OWNER upon completion of the contract, the CONTRACTOR shall destroy any duplicate

public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the OWNER, upon request from the OWNER'S custodian of public records, in a format that is compatible with the information technology systems of the OWNER.

- B. As required by Section 119.0701(2)(a), the following contact information is provided to the CONTRACTOR in the format required by statute:

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 CUSTODIAN OF PUBLIC RECORDS AT:

**SANIBEL CITY CLERK
800 DUNLOP ROAD
SANIBEL, FLORIDA 33957
(239) 472-3700
scotty.kelly@mysanibel.com**

1.23 DELETED

1.24 E-Verify

- A. In compliance with Section 448.095, Fla. Stat., CONTRACTOR and its sub-contractor must be registered with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.
- (1) CONTRACTOR shall require each of its sub-contractors to provide CONTRACTOR with an affidavit stating that the sub-contractor does not employ, contract with, or sub-contract with an unauthorized alien. CONTRACTOR shall maintain a copy of the sub-contractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
 - (2) The OWNER, CONTRACTOR, or any sub-contractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
 - (3) The OWNER, upon good faith belief that a sub-contractor knowingly violated the provisions of this section, but CONTRACTOR otherwise complied, shall promptly notify CONTRACTOR, and CONTRACTOR shall immediately terminate the contract with the sub-contractor.
 - (4) A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. CONTRACTOR acknowledges that upon termination of this Agreement by the OWNER for a violation of this section by CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year. CONTRACTOR further acknowledges that CONTRACTOR is liable for any additional costs incurred by the OWNER as a result of termination of any contract for a violation of this section.

- (5) Subcontracts. CONTRACTOR or sub-contractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the sub-contractor to include these clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for compliance by any sub-contractor or lower tier sub-contractor with the clauses set forth in this section.

PROPOSAL

CITY OF SANIBEL, FLORIDA **Shell Harbor Entrance Channel and Canal Dredging Project**

April 18, 2024 @ 2:30PM

TO: CITY OF SANIBEL
Public Works Department
800 Dunlop Rd.
SANIBEL, FLORIDA 33957

Pursuant to the advertisement for bids, the undersigned having read the Specifications and examined the Drawings prepared by the City of Sanibel for the **Shell Harbor Entrance Channel and Canal Dredging Project** in the City of Sanibel, Florida, and having inspected the site of work and conditions affecting and governing same, hereby proposes to provide all materials, and all equipment, tools, etc., and to perform all labor necessary for the installation as specified and described in said Specifications.

The Total Bid Price for the work based on the summation of the extensions of the unit prices on the attached itemized proposal is (project award is based upon summation of three (3) years of Shell Harbor Entrance Channel Dredging as indicated on sheet P-3, include that dollar amount below):

_____ Dollars (\$_____)
(written)

TIME OF COMPLETION

The undersigned further agrees to complete the furnishings and construction of such work, ready for continuous and satisfactory operation in all respects, within **SIXTY (60)** calendar days of the Notice to Proceed.

TIME OF VALIDITY

It is hereby agreed that this proposal shall remain in full force and effect and may not be withdrawn for a period of sixty (60) days from the date of receiving proposals by the City of Sanibel.

BID SECURITY

The undersigned encloses herewith a certified check or cashier's check payable to the City of Sanibel, Florida or a bidder's bond bonding the undersigned and surety to the City of Sanibel, Florida in an amount not less than five percent (5%) of the total bid price as set out above, guaranteeing that the undersigned will enter into contract for the performance of the work if this proposal is accepted. It is hereby agreed that this proposal shall remain in full force and effect and may not be withdrawn for a period of sixty (60) days from the date of receiving proposals by the City of Sanibel, Florida.

ADDENDA

Receipt of Addenda Nos. _____ is hereby acknowledged.

Respectfully submitted,

Contractor

(Individual____), (Partnership____) or (Corporation____)

(SEAL)

Signed _____

Name (print) _____

Title _____

Address _____

City / State _____

Telephone _____

Fax _____

Email _____

DATE:

NOTE: The legal status of the bidder, whether as an individual, partnership or corporation, must be indicated above, and all pertinent information as required of the Specifications must be furnished.

THE CITY OF SANIBEL - SHELL HARBOR ENTRANCE CHANNEL AND CANAL DREDGING PROJECT
BID OPENING APRIL 18, 2024 @2:30 PM

Base Bid - Shell Harbor 2024 Dredging Project					
Item No.	Description	Quantity		Unit Price	Total Price
1A	Mobilization and Construct/remove off-load site structure 2023/2024	1	LS		
1B	Dredge Shell Harbor Canal Entrance 2023/2024	2,000	CY		
2A	Mobilization and Construct/remove off-load site structure 2024/2025	1	LS		
2B	Dredge Shell Harbor Canal Entrance 2024/2025	2,000	CY		
3A	Mobilization and Construct/remove off-load site structure 2025/2026	1	LS		
3B	Dredge Shell Harbor Canal Entrance 2025/2026	2,000	CY		
Base Bid - Total for all 3 years of Shell Harbor Entrance Channel work used for low bidder award (enter this amount on proposal page 1, P-1)=					
Alternate Bid Items - Additional Potential Alternate Dredge Sites (mobilization item from above will be used if dredged separately from Shell Harbor)					
Alt - 1	Dredge Shell Harbor and/or Sanibel Estates Canal 2023/2024	2,000	CY		
Alt - 2	Dredge Shell Harbor and/or Sanibel Estates Canal 2024/2025	2,000	CY		
Alt - 3	Dredge Shell Harbor and/or Sanibel Estates Canal 2025/20246	2,000	CY		
Alt - 4	Dredge Sanibel Isles 2023/2024	2,000	CY		
Alt- 5	Dredge Sanibel Isles 2024/2025	2,000	CY		
Alt - 6	Dredge Sanibel Isles 2025/2026	2,000	CY		
Alt - 7	Dredge Sanibel Harbours 2023/2024	2,000	CY		
Alt - 8	Dredge Sanibel Harbours 2024/2025	2,000	CY		
Alt - 9	Dredge Sanibel Harbours 2025/2026	2,000	CY		
Alt - 10	Dredge Material Around Emergency Services Dock 2023/2024	800	CY		
Alt - 11	Dredge Material Around Emergency Services Dock 2024/2025	800	CY		
Alt - 12	Dredge Material Around Emergency Services Dock 2025/2026	800	CY		

City Fiscal Year runs October 1 to September 30th. Example: 2023/2024: 10/1/2023-9/30/2024

**City of Sanibel
Required Bid Items**

Shell Harbor Entrance Channel and Canal Dredging Project

April 18, 2024

No.	Name	Page Reference
1	Bid Package in sealed envelope marked with Title of Bid, Bid Number, Name & Address of Bidder	Cover page Invitation to Bid
2	Complete proposal on form provided	Sheet A-1 Sheets P1 & P2
3	Include Certified Check or Bid Bond 5% or more of total bid price	Sheet A-1 and IB-3
4	Acknowledge issued addenda on page 2 of Proposal Form	Sheet IB-2, P2, GC-1
5	Letter or statement from Bidder's surety company it will execute and deliver a 100% Performance and Payment Bond	Sheet IB-2
6	Furnish evidence they have ability & experience, have sufficient capital and plant, and minimum 3-years of experience	Sheet IB-4
7	Complete Bid Schedule	Sheet P-3

SPECIMEN FORM OF CONTRACT

THIS CONTRACT, made this _____ day of _____, 2024, by and between THE CITY OF SANIBEL, FLORIDA, hereinafter called "OWNER", and _____ a Florida profit corporation, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the covenants set forth below and other good and valuable consideration, the sufficiency and receipt of which is acknowledged, OWNER and CONTRACTOR hereby agree as follows:

1. The term "CONTRACT DOCUMENTS" means and includes the following, all of which are incorporated herein and made part of the CONTRACT:
 - A. Specifications for "Shell Harbor Entrance Channel and Canal Dredging Project" dated March 18, 2024, including, without limitation, all General Specifications, General Conditions, Special Provision, Required Contract Provisions, Technical Specifications, and Appendices
 - B. Bidding Documents, including Advertisement, Information to Bidders, and Addenda
 - C. CONTRACTOR'S Proposal in response to ITB-PW-0-2024/SK
 - D. This CONTRACT
 - E. Performance and Payment Bond
 - F. Notice of Award
 - G. Notice to Proceed
 - H. Change Order(s)
2. The CONTRACTOR will commence and complete the construction which includes:
"Shel Harbor Entrance Channel and Canal Dredging Project" as described in the CONTRACT DOCUMENTS (the "WORK")
3. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the WORK.
4. The CONTRACTOR will commence the WORK within 6 calendar days after date of the NOTICE TO PROCEED and will complete the same no later than April 15, 2024, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
5. The CONTRACTOR agrees to perform all of the WORK in accordance with the CONTRACT DOCUMENTS for the sum of \$_____ said amount being the total "**unit price sum / lump sum price**" as listed on the Contractor's proposal form as submitted for this project.
6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
7. The CONTRACT DOCUMENTS embody the entire agreement of CONTRACTOR and OWNER regarding the Work. No deviation from the CONTRACT DOCUMENTS will be allowed, honored or compensated unless accompanied by a fully executed change order.
8. This CONTRACT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns; however, CONTRACTOR shall not assign or otherwise

transfer its rights, duties or obligations under this CONTRACT without prior written consent of OWNER.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in counterparts each of which shall be deemed an original on the date first above written.

(SEAL)

OWNER City of Sanibel

ATTEST _____

By _____

Name _____

Name _____

Title _____

Title _____

(SEAL)

CONTRACTOR: _____

ATTEST _____

By _____

Name _____

Name _____

Title _____

Title _____

Email _____

Approved as to form

City Attorney

SPECIMEN FORM OF CONTRACT
PERFORMANCE AND PAYMENT BOND

BY THIS BOND, WE

(Name of Contractor)

(Address of Contractor)

A _____, as principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

a Corporation, as Surety, are bound to

(Name of Owner)

(Address of Owner)

herein called Owner, in the sum of _____
_____ Dollars, (\$_____)

for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract dated _____, **"Year"** between Principal and Owner for construction of:

the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract and;

2. Promptly makes payments to call claimants, as defined in Section 255.05 (1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract and;
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the Contract and;
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; then this bond is void; otherwise it remains in full force.

Any changes in or under the Contract Documents and compliance or non-compliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

DATED ON _____, **"Year"**.

ATTEST:

Principal

By _____

(Principal) Secretary

(SEAL)

(Witness as to Principal)

(Address)

ATTEST:

(Surety) Secretary

Surety

By _____
Attorney-in-Fact

(SEAL)

(Witness as to Surety)

(Address)

(Address)

NOTE: Date of bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

PERIODIC ESTIMATE FOR PARTIAL PAYMENT

PROJECT: _____ OWNER: _____

ENGINEER: _____ CONTRACTOR: _____

PERIODIC ESTIMATE NO. _____ FOR PERIOD _____ TO _____

ANALYSIS OF ADJUSTED CONTRACT AMOUNT TO DATE

- A. Original contract amount (Col.6) _____
- B. Plus: Change Order Additions (Col.13) _____
- C. Less: Change Order Deductions (Col.16) _____
- D. Adjust contract amount to date _____

ANALYSIS OF WORK PERFORMED

- 1. Amount of original contract work performed to date (Col.8) _____
- 2. Change Order work performed to date _____
- 3. Total amount of work performed to date _____
- 4. Add: Materials stored at close of this period
(Attach detailed schedule _____)
- 5. Less: Amount retained _____ percent _____
- 6. Net amount earned on contract work to date _____
- 7. Less: Amount of previous payments _____
- 8. Balance due this payment _____

CERTIFICATION OF CONTRACTOR

According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of this periodic estimate are correct; that all work has been performed and/or material supplied in full accordance with the Terms and Conditions of the Contract, and/or duly authorized deviations, substitutions, alterations, and/or additions; that this estimate is as true and correct statement of the contract account up to and including the last day of the period covered by this Periodic Estimate, and that no part of the "Balance Due This Payment" has been received:

(Contractor)

By _____
(Authorized Representative)

Title _____

RECOMMENDATION OF ENGINEER

In accordance with the contract and this Periodic Estimate for Partial Payment, the Contractor is entitled to payment in the amount shown above.

DATE: _____

By _____

PERIODIC ESTIMATE FOR PARTIAL PAYMENT

PROJECT:

OWNER:

ENGINEER:

CONTRACTOR:

PERIODIC ESTIMATE NO. _____ FOR PERIOD _____ TO _____

CONTRACT AMOUNT						COMPLETED TO DATE		
ITEM NO.	DESCRIPTION OF ITEM	QUANTITY	UNIT OF MEAS.	COST PER UNIT	TOTAL AMOUNT	QUANTITY	AMOUNT	% COM- LETE
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

TOTAL

PERIODIC ESTIMATE FOR PARTIAL PAYMENT

PROJECT:

OWNER:

ENGINEER:

CONTRACTOR:

PERIODIC ESTIMATE NO. _____ FOR PERIOD _____ TO _____

SCHEDULE OF CHANGE ORDERS

CHANGE ORDER					ADDITIONS	
					AMOUNT COMPLETED TO DATE	DEDUCTIONS
NO. (10)	DATE (11)	DESCRIPTION (12)	AMOUNT (13)	PERCENT COMPLETE (14)	(15)	(16)

TOTAL

CONTRACTOR'S LETTERHEAD

CONTRACTOR'S CERTIFICATE

I, _____, the duly qualified, acting and authorized agent of the Contractor, _____ on the project, do hereby certify that we have performed all of the work set forth in strict accordance with the plans, specifications, laws and ordinances applicable thereto and do further certify that all materials and equipment listed herein have been paid for in full as allowed on all prior Estimates and, if requested to do so, will show evidence of payment for same in writing before the final payment of this Estimate No. _____.

I further certify (if this is a Final Estimate) that the amount received hereunder is considered compensation and final payment in full for all work performed under the Contract, including any amendments thereto, and upon payment of said sum, hereby release the Owner, its employees, agents, and representatives in accordance with said Contract. We further certify that we fully guarantee all work performed hereunder for a period of twelve months from the date of payment for the Final Estimate, (in accordance with the terms of our original Contract and all Amendments thereto), during which time all terms and conditions of the original Contract Documents shall remain in full force and effect, including the insurance requirements, Hold Harmless Agreement and Indemnifying Agreements as contained in said Contract Documents.

CERTIFIED TO FOR PAYMENT ON THIS _____ DAY OF _____, "Year".

CONTRACTOR'S SEAL

Contractor

BY: _____

TITLE: _____

Sworn to before me this _____ day of _____, "Year".

NOTARY

My commission expires: _____:

(NOTARY SEAL)

PROJECT: _____

OWNER: City of Sanibel

CHANGE ORDER NO. _____

TO: _____

You are hereby authorized to make the following additions and/or deductions to your contract amount.

	PREVIOUS CONTRACT AMOUNT	NET CHANGE		REVISED		CONTRACT AMOUNT
		INCREASE	DECREASE	(DEDUCT)	(ADD)	
TOTAL:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Description of Change: Add Deduct

RECOMMENDED:

APPROVED:

OWNER _____

By _____ By _____

Title _____ Date _____ Title _____ Date _____

ACCEPTED:

CONTRACTOR _____

BY _____

Title _____ Date _____

GENERAL CONDITIONS OF THE CONTRACT

SECTION 2.1 - CONTRACT DOCUMENTS

2.1.01 GENERAL:

The Contract Documents comprise the following general classifications of documents, including all additions, deletions, modifications, or other documents incorporated therein:

1. Bidding Documents
2. Contract
3. General Conditions of the Contract
4. Special Conditions
5. Specifications

2.1.02 BIDDING DOCUMENTS:

The Bidding Documents are issued by the OWNER to assist bidders in preparing their proposal include:

1. Advertisement
2. Information for Bidders
3. Proposal: The offer of a Bidder to perform the work described by the Contract Documents made out and submitted on the prescribed Proposal Form, properly signed and guaranteed.
4. Addenda to Contract Documents: Any addenda issued during the time of bidding, or forming a part of the Contract Documents loaned to the Bidder for the preparation of his Proposal, shall be covered in the Proposal, and shall be made a part of the Contract. Receipt of each Addendum shall be acknowledged in the Proposal.

2.1.03 CONTRACT:

The Contract defines the "Contract Documents" and covers the performance of the work described in the Contract Documents including all supplemental addenda thereto and all general and special provisions pertaining to the work or materials.

2.1.04 GENERAL CONDITIONS OF THE CONTRACT:

The General Conditions of the Contract outline certain general responsibilities of the OWNER and the CONTRACTOR (who are the parties to the Contract) and those responsibilities delegated by the OWNER to the Engineer who acts as the agent of the OWNER.

1. Definitions: Wherever the words hereinafter defined, or pronouns used in their stead, occur in these specifications and contract documents, they shall have the meanings herein given:
 - A. The word "OWNER" shall mean the municipality, person, firm, or corporation as specified in the Advertisement for Bids, for whom the work is to be done.

- B. The word "CONTRACTOR" shall mean the person, firm, or corporation entering into a contract with the OWNER to construct and complete the work as herein specified, set out and shown.
- C. The word "sub-contractor" shall mean a person, firm, or corporation, other than a CONTRACTOR, supplying labor and materials or labor for work at the site of the project.
- D. The word "Engineer" shall mean the project engineer as designated by the OWNER.

2.1.05 SPECIAL CONDITIONS:

Special Conditions are special provisions not included in the General Conditions of the Contract, which apply to this specific project.

2.1.06 DRAWINGS AND SPECIFICATIONS:

The intent of the Drawings and Specifications is that the CONTRACTOR shall furnish all labor, materials, equipment, and transportation necessary for the proper execution of the work, unless specifically noted otherwise. The CONTRACTOR shall do all the work outlined in the Contract Documents and all incidental work necessary to complete the project in a substantial and acceptable manner, and fully complete the work or improvement, operational and ready for occupancy by the OWNER.

1. Discrepancies: Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings and Specifications shall be immediately reported to the Engineer, who shall promptly correct such inconsistencies or ambiguities in writing. Any work done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies, or ambiguities shall be done at the CONTRACTOR'S risk.
2. Adequacy: Responsibility for adequacy of the design and for sufficiency of the Drawings and Specifications shall be borne by the OWNER. The complete requirements of the work to be performed under the Contract shall be set forth in Drawings and Specifications to be supplied by the OWNER through the Engineer or by the Engineer as representative of the OWNER. The Drawings and Specifications shall be considered inseparable documents; and in considering them, the CONTRACTOR shall rely upon both instruments in order to perform the work in accordance with their combined intent.
3. Additional Instructions: Further instructions may be issued by the Engineer during the progress of the work by means of Drawings, or otherwise to make more clear or specific the Drawings and Specifications or as may be necessary to explain or illustrate changes in the work to be done. Where said correction of errors or omissions, except as provided in the next two paragraphs below, adds to the amount of work to be done by the CONTRACTOR, compensation for said additional work shall be made under the item for Extra Work except where the additional work may be classed under some item of work for which a unit price is included in the proposal.
4. The fact that specific mention of the fixture, or of any part of work, is omitted in the specifications, whether intentionally or otherwise, when the same is clearly shown or indicated on the drawings, or is usually and customarily required to fully complete such work as is specified herein, will not entitle the CONTRACTOR to consideration in the matter

of any claim for extra compensation, but the said fixtures or work or both must be installed or done the same as if called for by both drawings and specifications.

5. All work indicated on the drawings and not mentioned in the specifications or vice versa, and all work and material usual and necessary to make work complete in all its parts, whether or not they are indicated on the drawings or mentioned in the specifications, shall be furnished and executed the same as if they were called for by both the drawings and specifications.
6. Plans and Specifications: The Engineer may furnish the CONTRACTOR up to 5 sets of plans and specifications covering this project at no cost to the CONTRACTOR. For each set of plans and specifications furnished to the CONTRACTOR, or any of his sub-contractor's, in excess of this number, the CONTRACTOR shall be billed at actual cost of printing and delivery.
7. Dimensions: Only figured dimensions on the Drawings will be used by the CONTRACTOR. Where the work of the CONTRACTOR is affected by finish dimensions, these shall be determined by the CONTRACTOR at the site, and he shall assume the responsibility, therefore.

2.1.07 CONTRACT DOCUMENTS FOR THE USE OF THE ENGINEER:

The CONTRACTOR shall maintain one complete set of the Contract Documents at the job site which shall always be available to the Engineer and upon which the CONTRACTOR shall record all changes and field adjustments. The CONTRACTOR shall keep one copy of plans, shop drawings, and supplemental drawings at the site in good order and annotated to show all changes made during construction. An as-built survey of the project shall be performed and submitted to OWNER prior to final acceptance. The survey shall be conducted in accordance with the standards set forth in Chapter 472 of the Florida Statutes and the Minimum Technical Standards for such survey as specified in Chapter 61G17 of the Florida Administrative Code. The cost of the survey shall be borne by the CONTRACTOR.

SECTION 2.2 - OWNER-CONTRACTOR-ENGINEER RELATIONS

2.2.01 OWNER'S RIGHTS AND RESPONSIBILITIES:

1. Lands by OWNER: The OWNER will provide the lands shown on the Drawings or described in the Specifications upon which the work under the Contract is to be performed and to be used for right-of-way for access. Any delay in furnishing these lands by the OWNER will be deemed proper for adjustment in the Contract Amount and in the time of completion.
2. Base Lines and Bench Marks: Unless otherwise specified, the OWNER will establish base lines, and bench marks.
3. OWNER'S Right to Correct Deficiencies: Upon failure to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion, and after five days' written notice to the CONTRACTOR, the OWNER may, without prejudice to any other remedy he may have, correct such deficiencies in work intended to become a permanent part of the project. The cost to correct such deficiencies may be deducted from the payment due the CONTRACTOR.

4. Suspension of Work by OWNER: The OWNER shall have the authority to suspend the work, wholly or in part, for such period or periods as he may deem necessary due to unsuitable weather or such other conditions as are considered unfavorable to carry out the provisions of the Contract, or to supply materials meeting the requirements of the Contract Documents.
 - A. Notice: The work or any portion thereof may be suspended at any time by the OWNER provided that he gives the CONTRACTOR five days' notice of suspension which shall set forth the date on which work is to be resumed. The CONTRACTOR shall resume the work upon written notice from the OWNER and within ten days after the date set forth in the notice of suspension. If the OWNER does not give written notice to resume work within ten days of the date fixed in the notice of suspension, the CONTRACTOR may abandon that portion of the work so suspended and shall be entitled to payment in accordance with Paragraph 2.6.09, Payment for Work Suspended by the OWNER.
 - B. In case of any suspensions, the time in which the CONTRACTOR is required to complete the work shall be extended as many working days as the same is suspended; provided, however, that if the work is suspended on account of failure on the part of the CONTRACTOR to comply with specifications, such extensions of time will not be allowed.
5. OWNER'S Right to Terminate Agreement and Complete the Work: The OWNER shall have the right to terminate his agreement with the CONTRACTOR after giving ten days' written notice of termination to the CONTRACTOR in the event of any default by the CONTRACTOR.
 - A. Default by CONTRACTOR: It shall be considered a default by the CONTRACTOR whenever he shall:
 - (i) Declare bankruptcy, become insolvent, or assign his assets for the benefit of his creditors.
 - (ii) Disregard or violate provisions of the Contract Documents or fail to prosecute the work according to the agreed Schedule of Completion, including extensions thereof.
 - (iii) Fail to provide a qualified superintendent, competent workmen or sub-contractor's, or proper materials, or fail to make prompt payment, therefore.
 - B. Completion by the OWNER: In the event of termination of the Agreement by the OWNER because of default by the CONTRACTOR, the OWNER may take possession of the work and of all materials and equipment thereon and may finish the work by whatever method and means he may select.

2.2.02 CONTRACTOR'S RIGHTS AND RESPONSIBILITIES:

All work shall be done in strict accordance with the Contract Documents. Observations, construction reviews, tests, recommendations or approvals by the Engineer or persons other than the CONTRACTOR, shall in no way relieve the CONTRACTOR of his obligation to complete all work in accordance with the Contract Documents. All work shall be done under the direct supervision of the

CONTRACTOR. The CONTRACTOR shall be responsible for construction means, methods, techniques and procedures, and for providing a safe place for the performance of the work by the CONTRACTOR, Sub-contractor's, suppliers and their employees, and for access use, work or occupancy by all authorized persons. The CONTRACTOR shall be responsible for all obligations prescribed as employer obligations under Chapter XVII of Title 29, Code of Federal Regulations, Part 1926, otherwise known as "Safety and Health Regulations for Construction".

1. Lands by CONTRACTOR: Any land and access thereto not specifically shown to be furnished by the OWNER that may be required for temporary construction facilities or for storage of materials shall be provided by the CONTRACTOR with no liability to the OWNER. The CONTRACTOR shall confine his apparatus and storage to such additional areas as he may provide at his expense.
 - A. Private and Public Property: The CONTRACTOR shall not enter upon private property for any purpose without obtaining permission; and he shall be responsible for the preservation of all public property, trees, monuments, structures, and improvements, along and adjacent to the street and/or right-of-way and shall use every precaution necessary to prevent damage or injury thereto. He shall use suitable precautions to prevent damage to pipes, conduits, and other underground structures, and shall protect carefully from disturbance or damage all monuments and property marks until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed.
2. Surveys: Based upon the information provided by the OWNER, the CONTRACTOR shall develop and make all detailed surveys necessary for construction, including slope stakes, batter boards, stakes for pile locations and other working point lines, and elevations. The CONTRACTOR shall carefully preserve bench marks, reference points and stakes; and, in the case of destruction thereof by the CONTRACTOR or resulting from his negligence, the CONTRACTOR shall be charged with the expense and damage resulting there from and shall be responsible for any mistakes that may be caused by the loss or disturbance of such bench marks, reference points, and stakes.
3. Public Utilities: The elevation and location of all public utilities shown on the Drawings were taken from existing public records. It shall be the duty of the CONTRACTOR to make final and exact determination of the location and extent of all utilities, and he will be liable for any expense resulting from damage to them.
4. Superintendent: A qualified superintendent, who is acceptable to the OWNER, shall be maintained on the work and give efficient supervision to the work until its completion. The superintendent shall have full authority to act in behalf of the CONTRACTOR, and all instruction given to the superintendent shall be considered as given to the CONTRACTOR. It shall be the responsibility of this CONTRACTOR's superintendent to coordinate the work of all the sub-contractor's. The superintendent shall be present on the site at all times required to perform adequate supervision and coordination.
5. Subcontracts: At the time set forth in the Contract Documents or when requested by the OWNER, the CONTRACTOR shall submit in writing for review of the OWNER the names of the sub-contractor's proposed for the work. Sub-contractor's may not be changed, except at the request or with the approval of the OWNER. The CONTRACTOR is responsible to the OWNER for the acts and deficiencies of his sub-contractor's, and of their direct and indirect employees, to the same extent as he is responsible for the acts and deficiencies of his employees. The Contract Documents shall not be construed as creating

any contractual relation between any sub-contractor and the OWNER. The CONTRACTOR shall bind every sub-contractor by the terms of the Contract Documents.

A. For convenience of reference and to facilitate the letting of Contracts and Subcontracts, the Specifications are separated into titled sections. Such separation shall not, however, operate to make the OWNER or the Engineer an arbiter to establish limits to the contracts between CONTRACTOR and sub-contractor.

6. CONTRACTOR'S Right to Suspend Work or Terminate Agreement: CONTRACTOR may suspend work or terminate his Agreement with the OWNER upon ten days' written notice to the OWNER for any of the following reasons:

A. If an order of any court or other public authority caused the work to be stopped or suspended for a period of 90 days through no act or fault of the CONTRACTOR or his employees.

B. If the OWNER should fail to pay the CONTRACTOR any sum within 45 days after its award by arbitrators.

7. Work During an Emergency: The CONTRACTOR shall perform any work and shall furnish and install any materials and equipment necessary during an emergency endangering life or property. In all cases, he shall notify the OWNER of the emergency as soon as practicable, but he shall not wait for instruction before proceeding to properly protect both life and property.

2.2.03 RESPONSIBILITY OF THE ENGINEER:

The Engineer shall decide questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of Drawings and Specifications, and all questions as to the acceptable fulfillment of the Agreement on the part of the CONTRACTOR. The duties and responsibilities of the Engineer as set forth herein shall not be extended, except through written consent of the Engineer and the OWNER.

1. Observation of the Work: All materials and each part or detail of the work shall always be subject to observation by the Engineer and the OWNER; and the CONTRACTOR will be held strictly to the intent of the Contract Documents in regard to quality of materials, workmanship, and the diligent execution of the Contract. Observations may be made at the site or at the source of material supply, whether mill, plant, or shop. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the CONTRACTOR as is required to make his observations and construction review.

2. Acceptability of Work: The Engineer's decision as to the acceptability or adequacy of the work shall be final and binding upon the CONTRACTOR. The CONTRACTOR agrees to abide by the Engineer's decision relative to the performance of the work.

3. Engineer's Decisions: All claims of the OWNER or the CONTRACTOR shall be presented to the Engineer for decision which shall be final, except in cases where time and/or financial considerations are involved, which shall be subject to arbitration.

2.2.04 ORAL AGREEMENTS:

No oral order, objection, claim, or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents; and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than a definitely agreed waiver or modification thereof in writing; and no evidence shall be introduced in any proceeding of any other waiver or modification.

2.2.05 OBSERVATION OF COMPLETED WORK

The CONTRACTOR shall remove or uncover such portions of the completed work as may be directed by the OWNER at any time before acceptance of the work. After examination, the CONTRACTOR shall restore the work to the standard required by the Contract Documents. Should the work thus exposed or examined prove acceptable, the uncovering or removing and the restoring of the work shall be paid for as Extra Work; but should the work exposed or examined prove unacceptable, the uncovering, removing, and restoring of the work shall be at the CONTRACTOR'S expense.

2.2.06 WORK BY OWNER OR OTHER CONTRACTOR'S:

1. Separate Contracts: The OWNER may let other contracts in connection with the work of the CONTRACTOR. The CONTRACTOR shall cooperate with other CONTRACTOR'S regarding storage of materials and execution of their work. It shall be the CONTRACTOR'S responsibility to inspect all work by other CONTRACTOR'S affecting his work and to report to the OWNER any irregularities which will not permit him to complete his work in a satisfactory manner. His failure to notify the OWNER of such irregularities shall indicate the work of other CONTRACTOR'S has been satisfactorily completed to receive his work. The CONTRACTOR shall not be responsible for defects of which he could not have known, which develop in the work of others after the work is completed. It shall be the responsibility of the CONTRACTOR to measure the completed work in place and report to the OWNER immediately any difference between completed work by others and the provisions of the Contract Documents.
2. Written Agreement: Whenever work being done by the OWNER through his own employees or through other CONTRACTOR'S is contiguous to work covered by the Contract Documents, the respective rights of the various interests involved shall be established by written agreement to secure the completion of the various portions of the work in general harmony.

2.2.07 SECTION DELETED

2.2.08 NIGHT AND SUNDAY WORK:

No night or Sunday work requiring the presence of an Engineer or Inspector will be permitted, except in case of emergency and then only to such an extent as it is absolutely necessary and with written approval of the Engineer, provided that the clause shall not operate in case of a gang organized for regular and continuous night work, and on work which, in the opinion of the Engineer, can be performed satisfactorily at night or on Sunday.

SECTION 2.3 - MATERIALS, EQUIPMENT, AND WORKMANSHIP

2.3.01 MATERIALS AND EQUIPMENT:

The materials and equipment installed in the work shall meet the requirements of the Contract Documents, and no materials or equipment shall be ordered until reviewed by the Engineer. All materials and equipment not otherwise specifically indicated shall be furnished by the CONTRACTOR. The CONTRACTOR shall guarantee all materials and equipment he provides in accordance with Paragraph 2.3.08.

1. Substitutions: In order to establish standards of quality, the Engineer has, in the detailed Specifications, referred to certain products by name and catalog number. This procedure is not to be construed as eliminating from competition other products of equal or better quality by other manufacturers where fully suitable in design.
 - A. The CONTRACTOR shall furnish the complete list of proposed desired substitutions prior to signing of the Contract, together with such engineering and catalog data as the Engineer may require.
 - B. The CONTRACTOR shall abide by the Engineer's recommendation when proposed substitute materials or items of equipment are not recommended for installation and shall furnish the specified material or item of equipment in such case. All proposals for substitutions shall be submitted in writing by the General CONTRACTOR and not by individual trades or material suppliers. The Engineer will review proposed substitutions and make his recommendations in writing within a reasonable time.
2. Space Requirements: It shall be the responsibility of the CONTRACTOR to ensure that materials and equipment to be furnished fit the space available. He shall make necessary field measurements to ascertain space requirements, including those for connections and shall order such sizes and shapes of equipment that the final installation shall suit the true intent and meaning of the Contract Documents.
3. Arrangement: Where equipment requiring different arrangement of connections from those shown is approved, it shall be the responsibility of the CONTRACTOR to install the equipment to operate properly, and in harmony with the intent of the Contract Documents, and to make all changes in the work required by such arrangement.
4. Unacceptable Materials and Equipment: Materials and equipment which do not conform to the requirements of the Contract Documents, are not equal to samples reviewed by the Engineer, or are in any way unsatisfactory or unsuited to the purpose for which they are intended, shall not be furnished nor installed.
5. Storage: Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms or other hard, clean surfaces, and not on the ground, and/or they shall be placed under cover. Stored materials and equipment shall be located to facilitate prompt inspection. Private property shall not be used for storage purposes without the written permission of the OWNER or lessee.

6. Manufacturer's Directions: Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer.

2.3.02 SAMPLES:

All samples called for in the Specifications or required by the Engineer shall be furnished by the CONTRACTOR and shall be submitted to the Engineer for his review. Samples shall be furnished so as not to delay fabrication, allowing the Engineer reasonable time for the consideration of the samples submitted.

1. Samples for Tests: CONTRACTOR shall furnish such samples of material as may be required for examination and test. All samples of materials for tests shall be taken according to standard methods or as provided in the Contract Documents.
2. CONTRACTOR'S Guaranty: All samples shall be submitted by the CONTRACTOR with a covering letter indicating that such samples are recommended by the CONTRACTOR for the service intended and that the CONTRACTOR'S Guaranty will fully apply.
3. All materials, equipment, and workmanship shall be in accordance with samples guaranteed by the CONTRACTOR and reviewed by the Engineer.

2.3.03 SHOP DRAWINGS:

The CONTRACTOR shall provide shop drawings, setting schedules and such other drawings as may be necessary for the prosecution of the work in the shop and in the field as required by the Drawings, Specifications, or the Engineer's instructions. Deviations from the Drawings and Specifications shall be called to the attention of the Engineer at the time of the first submission of shop drawings and other drawings for consideration. The Engineer's review of any drawings shall not release the CONTRACTOR from responsibility for such deviations. Shop drawings shall be submitted according to a schedule prepared jointly by the CONTRACTOR and the Engineer.

1. CONTRACTOR'S Certification: When submitted for the Engineer's review, shop drawings shall bear the CONTRACTOR'S certification that he has reviewed, checked, and approved the shop drawings; that they are in harmony with the requirements of the Project and with the provisions of the Contract Documents; and that he has verified all field measurements and construction criteria, materials, catalog numbers, and similar data. CONTRACTOR shall also certify that the work represented by the shop drawings is recommended by the CONTRACTOR and the CONTRACTOR'S Guaranty will fully apply.

2.3.04 EQUIPMENT DATA:

The CONTRACTOR shall submit for the Engineer's review complete catalog data for every manufactured item of equipment and all components to be used in the work, including specific performance data, material description, rating, capacity, working pressure, material gage or thickness, brand name, catalog number, and general type. This submission shall be compiled by the CONTRACTOR and reviewed by the Engineer before any of the equipment is ordered.

1. Index: Each data sheet or catalog in the submission shall be indexed according to specification section and paragraph for each reference.

2. Relation to Contract Documents: Catalog data for equipment reviewed by the Engineer shall not supersede the Engineer's Contract Documents. The review of the Engineer shall not relieve the CONTRACTOR from responsibility for deviations from Drawings or Specifications, unless he has in writing called the Engineer's attention to such deviations at the time of submission, nor shall it relieve him from responsibility for error of any sort in the items submitted. The CONTRACTOR shall check the work described by the catalog data with the Engineer's Contract Documents for deviations and errors.
3. CONTRACTOR'S Certification: Equipment data shall be submitted by the CONTRACTOR with a covering letter indicating that he has reviewed, checked and approved the data submitted; that they are in harmony with the requirements of the project and with the provisions of the Contract Documents; and that he has verified all field measurements and construction criteria, materials, catalog numbers, and similar data. CONTRACTOR shall also certify that the work represented by the shop drawings is recommended by the CONTRACTOR and that his Guaranty will fully apply.

2.3.05 REJECTED WORK AND MATERIALS:

Any defective work whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause shall be removed within ten days after written notice is given by the OWNER, and the work shall be re-executed by the CONTRACTOR. The fact that the Engineer may have previously overlooked such defective work shall not constitute an acceptance of any part of it.

1. Should the CONTRACTOR fail to remove rejected work or materials within ten days after written notice to do so, the OWNER may remove them and may store the materials.
2. Correction of faulty work after final payment shall be in accordance with Paragraph 2.5.12.

2.3.06 CUTTING AND PATCHING:

The CONTRACTOR shall do all necessary cutting and patching of the work that may be required to properly receive the work of the various trades or as required by the Drawings and Specifications to complete the structure. He shall restore all such cut or patched work as approved by the Engineer. Cutting of existing structure that may endanger the work, adjacent property, workmen, or the public shall not be done.

2.3.07 CHARACTER OF WORKMEN:

The CONTRACTOR shall always be responsible for the conduct and discipline of his employees and/or any sub-contractor or persons employed by sub-contractor's. All workmen must have sufficient knowledge, skill, and experience to perform properly the work assigned to them. Any foreman or workman employed by the CONTRACTOR or sub-contractor who does not perform his work in a skillful manner or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the OWNER, be discharged immediately and shall not be employed again in any portion of the work without the approval of the OWNER.

2.3.08 GUARANTY:

The CONTRACTOR shall guarantee all materials and equipment furnished and work performed for a period of one year from the date of written acceptance of the work.

1. Correction of faulty work after final payment shall be as provided in Paragraph 2.5.12.

2.3.09 A.S.T.M. DESIGNATION:

Wherever the letters "A.S.T.M." are used in these specifications, it shall be understood as referring to the American Society for Testing Materials. When reference is made to a certain Designation Number of a specification or test as set out or given by the American Society of Testing Materials, it shall be understood to mean the current, up-to-date standard specification or tentative specification for that particular process, material, or test as currently published by that group.

SECTION 2.4 – INSURANCE, LEGAL RESPONSIBILITY, AND SAFETY

2.4.01 INSURANCE:

CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance as well as provide protection from claims set forth below which may arise out of or result from CONTRACTOR'S performance of the Work and CONTRACTOR'S other obligations under the Contract Documents, whether such performance is by CONTRACTOR, by any sub-contractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All insurance policies shall be with insurers qualified to do business in the state of the Project location.

1. Types: The types of insurance the CONTRACTOR is required to obtain and maintain for the full period of the Contract will be: Workmen's Compensation and Employer's Liability, Comprehensive General Liability and Automobile Liability, U.S.L. & H. coverage (if applicable), Jones Act (if applicable) and an Excess Liability Umbrella Insurance as detailed in the following specifications.
2. Evidence: As evidence of specified insurance coverage, the OWNER may, in lieu of actual policies, accept a Certificate of Insurance on Accord Form 25 issued by the insurance carrier showing such policies in force for the specified period. Each policy or certificate will bear an endorsement or statement waiving right of cancellation or reduction in coverage without ten days notice in writing to be delivered by registered mail to the OWNER. Should any policy be canceled before final payment by the OWNER to the CONTRACTOR and the CONTRACTOR fails immediately to procure other insurance as specified, the OWNER reserves the right to procure such insurance and to deduct the cost thereof from any sum due the CONTRACTOR under this Contract.
3. Adequacy of Performance: Any insurance bearing on adequacy of performance shall be maintained after completion of the project for the full guaranty period. Should such insurance be canceled before the end of the guaranty period and the CONTRACTOR fails immediately to procure other insurance as specified, the OWNER reserves the right to procure such insurance and to charge the cost thereof to the CONTRACTOR.
4. Payment of Damages: Nothing contained in these insurance requirements is to be construed as limiting the extent of the CONTRACTOR'S responsibility for payment of damages resulting from his operations under this Contract.

2.4.02 COMPREHENSIVE GENERAL LIABILITY INSURANCE:

1. General liability insurance shall provide full comprehensive form coverage for both bodily injury and property damage. Such coverage shall include premises-operations, underground hazard, products/completed operations hazard, contractual insurance, broad

form property damage, independent CONTRACTOR'S, and personal injury. The limits for bodily injury shall be \$500,000 each occurrence and \$500,000 aggregate. The limits for property damage shall be \$100,000 each occurrence and \$100,000 aggregate.

2. Automobile liability insurance shall provide full comprehensive form coverage for both bodily injury and property damage. Such coverage shall include owned, hired, and non-owned vehicles. The limits for bodily injury shall be \$500,000 each person and \$500,000 each accident. The limits for property damage shall be \$100,000.
3. Excess liability insurance shall provide an umbrella form coverage for both bodily injury and property damage combined with a minimum limit of \$2,000,000.
4. Indemnity: Included in such insurance will be contractual coverage sufficiently broad to insure the OWNER, the Engineer, their consultants and each of their officers, agents, and employees as additional insured under the General Liability Policy. See Paragraph 2.4.05 below for provisions of Indemnity.

2.4.03 WORKMEN'S COMPENSATION INSURANCE:

CONTRACTOR'S shall provide the statutory Workmen's Compensation and Employer's Liability Insurance requirements of the most current and applicable state Workmen's Compensation Insurance Laws.

2.4.04 DELETED

2.4.05 INDEMNITY:

The CONTRACTOR (sub-contractor) hereinafter "Indemnitor", hereby agrees to indemnify, save and hold harmless, and defend at its own expense the Engineer, OWNER, their respective partners, agents, employees, and anyone else acting for or on behalf of any of them, and any other person or entity for whom any of them may be legally responsible (herein collectively called "Indemnities") from all claims, losses, damages, suits, costs and expenses, including attorneys' fees, or actions of any nature whatsoever which arise out of or are connected with, or are alleged to arise out of or be connected with, the Work to be performed herein; including without limiting the generality of the foregoing, all liability for damages, loss, claims, demands, and actions arising or alleged to arise from injury including death, damage to property including the loss of use thereof and consequential damages therefrom, or damages arising out of economic loss, to any person or entity including any Indemnatee or Indemnitor or its employees, servants and agents whether based upon, or claimed to be based upon, statutory (including without limiting the generality of the foregoing, workmen's compensation), contractual, tort or other liability of any Indemnatee whether or not caused, or alleged to be caused, in whole or in part, by the joint, several or sole negligence, breach of contract, breach of warranty, strict liability, or other breach of duty by any Indemnatee, its partners, employees, agents, and anyone else for or on behalf of any of them, or any other person for whom any Indemnatee may be responsible.

In the event more than one Indemnitor is responsible or alleged to be responsible in respect to an accident or occurrence covered by this indemnification, then all of such Indemnitor shall be jointly and severally responsible to the Indemnities for indemnification shall be settled by separate proceedings and without jeopardy to any Indemnatee.

The indemnity provided hereunder shall not include indemnification of the Engineer in respect to claims arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, or (2) the giving of or the failure to give directions or instructions by

the Engineer, his agents or employees; provided that such giving or failure to give is a primary cause of the injuries and damages.

If any part of these indemnity provisions is adjudged to be contrary to law, the remaining parts of these provisions shall in all other respects be and remain legally effective and binding. Moreover, these indemnity provisions shall not be construed to eliminate or in any way reduce any other indemnification or right which the Engineer and OWNER has by law.

2.4.06 WAIVER OF SUBROGATION:

The OWNER and the CONTRACTOR waive all rights against (1) each other and other sub-contractor's, agents, and employees of each other, and (2) the Engineer and separate CONTRACTOR'S, if any, and their sub-contractor's, agents, and employees, for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to this Section 2.4 or any other property insurance applicable to the work, except such rights as they may have to the proceeds of such insurance held by the OWNER as trustees. The OWNER or the CONTRACTOR, as appropriate, shall require of the Engineer, separate CONTRACTOR'S and sub-contractor's by appropriate agreements, written where legally required for validity, similar waivers each in favor of all other parties enumerated in this subparagraph 2.4.06.

2.4.07 PATENTS AND ROYALTIES:

If any design, device, material, or process covered by letters, patent or copyright is used by the CONTRACTOR, he shall provide for such use by legal agreement with the OWNER of the patent or a duly authorized licensee of such OWNER, and shall save harmless the OWNER and the Engineer from any and all loss or expense on account thereof, including its use by the OWNER.

2.4.08 PERMITS:

All permits and licenses (except as listed hereafter) necessary for the prosecution of the work shall be secured and paid for by the CONTRACTOR. The permits for construction within or across the property, rights-of-way, or easements of highways, railroads, gas lines, electric power transmission lines, water lines, telephone lines, telegraph lines, levees, or other utilities shall be secured and paid for by the OWNER. City of Sanibel Building Dept. permit fees shall be paid for by the OWNER.

2.4.09 LAWS TO BE OBSERVED:

The CONTRACTOR shall give all notices and comply with all Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work, and all such orders and decrees as exist, or may be enacted by bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the OWNER and the Engineer against any claim or liability arising from, or based on, the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications, or contract for this work in relation to any such law, ordinance, regulations, order or decree, the CONTRACTOR shall forthwith report the same to the Engineer in writing.

1. Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein; and the contract shall be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract shall forthwith be physically amended to make such insertion. This shall include but not be limited to the Occupational Safety and Health Act of 1970.

2.4.10 WRITTEN NOTICE:

Written notice shall be considered as served when delivered in person or sent by registered mail to the individual, firm, or corporation, or to the last business address of such known to him who serves the notice.

1. Change of Address: It shall be the duty of each party to advise the other parties to the Contract as to any change in his business address until completion of the Contract.

2.4.11 ASSIGNMENT OF CONTRACT:

Neither the CONTRACTOR nor the OWNER shall sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of his right, title, or interest therein, or his obligations thereunder, without written consent of the other party.

2.4.12 ORAL AGREEMENTS:

No oral order, objection, claim, or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents; and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification.

2.4.13 WORK DURING AN EMERGENCY:

The CONTRACTOR shall perform any work and shall furnish and install any materials and equipment necessary during an emergency endangering life or property. In all cases he shall not wait for instructions before proceeding to properly protect both life and property.

2.4.14 WARNING SIGNS AND BARRICADES:

The CONTRACTOR shall provide adequate signs, barricades, warning lights, and watchmen and take all necessary precautions for the protection of the work and the safety of the public. All barricades and obstructions shall be protected at night by suitable signal lights which shall be kept burning from sunset to sunrise. Barricades shall be of substantial construction and shall be painted such as to increase their visibility at night. Suitable warning signs shall be so placed and illuminated at night as to show in advance where construction, barricades, or detours exist.

2.4.15 PUBLIC CONVENIENCE:

The CONTRACTOR shall at all times so conduct his work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property. No road or street shall be closed to the public, except with the permission of the proper authorities. Fire hydrants on or adjacent to the work shall always be kept accessible to fire-fighting equipment. Temporary provisions shall be made by the CONTRACTOR to ensure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches, which shall not be obstructed.

2.4.16 SAFETY:

In accordance with general accepted construction practices, the CONTRACTOR shall be solely and completely responsible for conditions of the job site, including safety of all persons and property affected

directly or indirectly by his operations during the performance of the work. This requirement will apply continuously 24 hours per day until acceptance of the work by the OWNER and shall not be limited to normal working hours.

1. The duty of the Engineer to conduct construction review of the CONTRACTOR'S performance is not intended to include review of the adequacy of the CONTRACTOR'S safety measures in, on, or near the construction site.

2.4.17 EXISTING CONSTRUCTION:

When new construction is adjacent to or crosses highways, railroads, streets, or utilities under the jurisdiction of State, County, City, or other public agency, public utility, or private entity, the OWNER shall secure written permission from the proper authority before executing such new construction. The CONTRACTOR shall satisfy himself that the OWNER has secured written permission before any work is done. The CONTRACTOR shall acquaint himself with and shall execute the work in accordance with any and all requirements of the written permit. The CONTRACTOR shall replace or repair all existing construction damaged in the execution of this Contract. The CONTRACTOR will be required to furnish a release from the proper authority before final acceptance of the work.

2.4.18 SANITARY PROVISIONS:

The CONTRACTOR shall provide and maintain such sanitary accommodations for the use of his employees and those of his sub-contractor's as may be necessary to comply with the requirements and regulations of the local and state departments of health.

2.4.19 NONDISCRIMINATION IN EMPLOYMENT:

The CONTRACTOR agrees:

1. That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no CONTRACTOR, or sub-contractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen who is qualified and available to perform the work to which the employment relates;
2. That no CONTRACTOR, sub-contractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry;
3. The CONTRACTOR agrees to comply with any Federal, State, or local law with respect to nondiscrimination in employment.

SECTION 2.5 - PROGRESS AND COMPLETION OF WORK

2.5.01 NOTICE TO PROCEED:

Following the execution of the Contract by the OWNER and the CONTRACTOR, written Notice to Proceed with work shall be given by the OWNER to the CONTRACTOR. The CONTRACTOR shall begin and shall prosecute the work regularly and uninterruptedly thereafter and not before (except as provided for herein) with such force as to secure the completion of the work within the Contract Time.

2.5.02 CONTRACT TIME:

The CONTRACTOR shall complete, in an acceptable manner, all of the work contracted for in the time stated herein. Computation of Contract Time shall commence on the day specified in the Notice to Proceed and every calendar day following, except as herein provided, shall be counted as Contract Time.

2.5.03 SCHEDULE OF COMPLETION:

The CONTRACTOR shall submit, at such times as may reasonably be requested by the Engineer, schedules showing the order in which the CONTRACTOR proposes to carry on the work, with dates at which the CONTRACTOR will start the various parts of the work, and estimated date of completion of each part.

2.5.04 CHANGES IN THE WORK:

The OWNER may, as the need arises, order changes in the work through additions, deletions, or modifications to the extent of 25% of the original Contract Amount, without invalidating the Contract. Compensation and time of completion affected by the change shall be adjusted at the time of ordering such change.

2.5.05 EXTRA WORK:

New and unforeseen items of work found to be necessary and which cannot be covered by any item or combination of items for which there is a Contract price, shall be classed as Extra Work. The CONTRACTOR shall do such Extra Work and furnish such materials as may be required for the proper completion or construction of the whole work contemplated, upon written order from the OWNER as approved by the Engineer. In the absence of such written order, no claim for Extra Work shall be considered. Extra Work shall be performed in accordance with these Contract Documents where applicable and work not covered by such shall be done in accordance with the best construction practice and in a workmanlike manner. Extra Work required in an emergency to protect life and property shall be performed by the CONTRACTOR as required.

2.5.06 EXTENSION OF CONTRACT TIME:

A delay beyond the CONTRACTOR'S control occasioned by an Act of God, by act or omission on the part of the OWNER, or by strikes, lockouts, fire, etc., may entitle the CONTRACTOR to an extension of time in which to complete the work as agreed by the OWNER, provided, however, that the CONTRACTOR shall immediately give written notice to the OWNER of the cause of such delay.

1. Act of God shall mean an earthquake, flood, cyclone, or other cataclysmic phenomenon of nature. Rain, wind, flood, or other natural phenomenon of normal intensity for the locality shall not be construed as an Act of God, and no reparation shall be made to the CONTRACTOR for damages to the work resulting therefrom.

2.5.07 USE OF COMPLETED PORTIONS:

The OWNER shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding that the time for completing the entire work or such portions may not have expired; but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the completion of uncompleted work or causes refinishing of completed work, the

CONTRACTOR shall be entitled to such extra compensation or extension of time or both, as agreed by the OWNER.

2.5.08 REMOVAL OF CONSTRUCTION EQUIPMENT, TOOLS, AND SUPPLIES:

At the termination of this Contract, before acceptance of the work by the OWNER, the CONTRACTOR shall remove all of his equipment, tools, and supplies from the property of the OWNER. Should the CONTRACTOR fail to remove such equipment, tools, and supplies, the OWNER shall have the right to remove them at the expense of the CONTRACTOR.

2.5.09 CLEANING UP:

The CONTRACTOR shall remove from the OWNER'S property, and from all public and private property, all temporary structures, rubbish, and waste materials resulting from his operation or caused by his employees, and shall remove all surplus materials leaving the site smooth, clean, and true to line and grade.

2.5.10 ENGINEER'S CERTIFICATE OF SUBSTANTIAL COMPLETION:

When the work to be performed under this Contract is substantially completed in accordance with the Contract Documents, the Engineer shall prepare an Engineer's Certificate of Substantial Completion to be acknowledged and accepted by the OWNER and the CONTRACTOR. The Certificate may list items to be completed or corrected, but such Certificate shall not relieve the CONTRACTOR of his obligation to complete all work, whether listed or not, in accordance with the Contract Documents nor will it preclude any right the OWNER may have for recourse in accordance with the Contract Documents.

2.5.11 TERMINATION OF CONTRACTOR'S RESPONSIBILITY:

The Contract will be considered complete when all work has been finished, the final review made up by the Engineer, and the project accepted in writing by the OWNER. The CONTRACTOR'S responsibility shall then cease, except as set forth in his Performance and Payment Bond, as provided in Paragraph 2.3.08 Guaranty, and as provided in Paragraph 2.5.12 Correction of Faulty Work After Final Payment.

2.5.12 CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT:

The making of the final payment by the OWNER to the CONTRACTOR shall not relieve the CONTRACTOR of responsibility for faulty materials or workmanship. The CONTRACTOR shall promptly replace any such defects discovered within one year from the date of written acceptance of the work.

2.5.13 LIQUIDATED DAMAGES:

In the event the CONTRACTOR fails to complete satisfactorily the entire work contemplated and provided for under this contract on or before the date of completion determined as described elsewhere herein, the OWNER shall deduct from the monies due to CONTRACTOR the sum of One Thousand Five Hundred Dollars (\$1,500.00) for each calendar day of delay, which sum is agreed upon not as a penalty but as a fixed and liquidated damage for each day of such delay, to be paid in full and subject to no deduction, it being understood and agreed that the time of completion is of the essence. If the monies due the CONTRACTOR are less than the amount of such liquidated damages, then the CONTRACTOR shall pay the balance to the OWNER.

2.5.14 INCENTIVE CLAUSE:

The City of Sanibel will pay the CONTRACTOR an "Incentive Bonus" in the sum of One Hundred Dollars (\$100.00) for each calendar day if the work in the Contract is completed in accordance with the Contract Documents, as determined by the Engineer, before the documented project completion date.

The parties anticipate that delays may be caused by or arise from any number of events during the course of the Contract, including, but not limited to, work performed, work deleted, change orders, supplemental agreements, delays, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right-of-way issues, permitting issues, actions of Suppliers, sub-contractor's or other CONTRACTOR'S, actions by third parties, shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, suspension of CONTRACTOR'S operations, or other such events, forces or factors sometimes experienced in construction work. Such delays or events and their potential impacts on performance by the CONTRACTOR are specifically contemplated and acknowledged by the parties in entering into this Contract and shall not extend the "Incentive Bonus" Completion Date set forth above.

SECTION 2.6 – PAYMENTS TO CONTRACTOR

2.6.01 DETAILED BREAKDOWN OF CONTRACT AMOUNT:

Except in cases where unit prices form the basis for payment under the Contract, the CONTRACTOR shall, within ten days of receipt of Notice to Proceed, submit a complete breakdown of the Contract Amount showing the value assigned to each part of the work, including an allowance for profit and overhead. Upon approval of the breakdown of the Contract Amount by the Engineer, it shall be used as the basis for all Requests for Payment.

2.6.02 REQUESTS FOR PAYMENT:

Progress Payments. OWNER may make progress payments on the project based on the CONTRACTOR'S Applications for Payment as recommended by the Engineer during construction as provided below.

1. Prior to Substantial Completion progress payments will be in an amount equal to 90% of the Work completed, and 90% of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as Engineer shall determine in accordance with paragraph 2.6.05 of the General Conditions.

2.6.03 DELETED

2.6.04 OWNER'S ACTION ON REQUEST FOR PAYMENT:

Within 30 days after receipt of a Request for Payment from the CONTRACTOR, the OWNER shall:

1. Process the Request for Payment as recommended by the Engineer.

2. Pay such other amount, in accordance with Paragraph 2.6.05, as he shall decide is due the CONTRACTOR, informing the CONTRACTOR and the Engineer in writing of his reasons for paying the amended amount.
3. Withhold payment in accordance with Paragraph 2.6.05, informing the CONTRACTOR and the Engineer of his reasons for withholding payment.

2.6.05 OWNER'S RIGHT TO WITHHOLD PAYMENT OF A REQUEST FOR PAYMENT:

The OWNER may withhold payment, in whole or in part, of a Request for Payment to the extent necessary to protect himself from loss on account of any of the following:

1. Defective work.
2. Evidence indicating the probable filing of claims by other parties against the CONTRACTOR which may adversely affect the OWNER.
3. Failure of the CONTRACTOR to make payments due to sub-contractor's, material suppliers, or employees.
4. Damage to another CONTRACTOR.

2.6.06 PAYMENT FOR UNCORRECTED WORK:

Should the OWNER direct the CONTRACTOR not to correct work that has been damaged or that was not performed in accordance with the Contract Documents, an equitable deduction from the Contract Amount shall be made to compensate the OWNER for the Uncorrected work.

2.6.07 PAYMENT FOR REMOVAL OF REJECTED WORK AND MATERIALS:

The removal of work and materials rejected in accordance with Paragraph 2.3.05 and the re-execution of acceptable work by the CONTRACTOR shall be at the expense of the CONTRACTOR, and he shall pay the cost of replacing the work of other CONTRACTOR'S destroyed or damaged by the removal of the rejected work or materials and the subsequent replacement of acceptable work.

1. Removal by OWNER: Removal of rejected work or materials and storage of materials by the OWNER, in accordance with Paragraph 2.3.05, shall be paid by the CONTRACTOR within 30 days after written notice to pay is given by the OWNER. If the CONTRACTOR does not pay the expenses of such removal and after ten days written notice being given by the OWNER of his intent to sell the materials, the OWNER may sell the materials at auction or at private sale and will pay the CONTRACTOR the net proceeds therefrom after deducting all the costs and expenses that should have been borne by the CONTRACTOR.

2.6.08 PAYMENT FOR EXTRA WORK:

Written notice of claims for payment for Extra Work shall be given by the CONTRACTOR within ten days after receipt of instructions from the OWNER to proceed with the Extra Work and before any work is commenced, except in an emergency endangering life or property. No claim shall be valid unless so made. In all cases, the CONTRACTOR'S itemized estimate sheets showing all labor and material shall be submitted to the OWNER. The OWNER'S order for Extra Work shall specify any extension of the Contract Time and one of the following methods of payment.

1. Unit prices or combinations of unit prices which formed the basis of the original Contract.
2. A lump sum based on the CONTRACTOR'S estimate and accepted by the OWNER.
3. Actual cost plus 15% for overhead and profit. Actual costs are defined as follows:
 - A. Labor costs, including all allowances for holidays, vacation, sick leave, apprentice programs, hospitalization, or other "fringe benefits" and including time of foreman while engaged directly upon extra work.
 - B. Labor insurance and taxes.
 - C. Materials and supplies used on the work.
 - D. Associated General CONTRACTOR'S of America standard rental rates on each piece of equipment having a value in excess of \$50.00. Equipment and tools of lesser value are considered "small tools" and, as such, are considered to be part of overhead.

2.6.09 PAYMENT FOR WORK SUSPENDED BY THE OWNER:

If the work or any part thereof shall be suspended by the OWNER and abandoned by the CONTRACTOR as provided in Paragraph 2.2.01 d., Suspension of Work by OWNER, the CONTRACTOR will then be entitled to payment for all work done on the portions so abandoned, plus 15% of the value of the abandoned work to compensate for overhead, plant expense, and anticipated profit.

2.6.10 PAYMENT FOR WORK BY THE OWNER:

The cost of the work performed by the OWNER, in removing construction equipment, tools, and supplies in accordance with Paragraph 2.5.08, Removal of Construction Equipment, Tools, and Supplies, and in correcting deficiencies in accordance with Paragraph 2.2.01 e., OWNER'S Right to Terminate the Agreement and Complete the Work shall be paid by the CONTRACTOR.

2.6.11 PAYMENT FOR WORK BY THE OWNER FOLLOWING HIS TERMINATION OF THE CONTRACT:

Upon termination of the Contract by the OWNER in accordance with Paragraph 2.2.01 e., OWNER'S Right to Terminate Agreement and Complete the Work, no further payments shall be due the CONTRACTOR until the work is completed. If the unpaid balance of the Contract Amount shall exceed the cost of completing the work including all overhead costs, the excess shall be paid to the CONTRACTOR. If the cost of completing the work shall exceed the unpaid balance, the CONTRACTOR shall pay the difference to the OWNER. The cost incurred by the OWNER, as herein provided, and the damage incurred through the CONTRACTOR'S default, shall be certified by the OWNER.

1. Unpaid Balance: If the unpaid balance of the Contract Sum exceeds the cost of finishing the work, including compensation for the Engineer's additional services, such shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR shall pay the difference to the OWNER. The cost incurred by the OWNER as herein provided shall be certified by the Engineer.

2.6.12 PAYMENT FOR WORK TERMINATED BY THE CONTRACTOR:

Upon suspension of the work or termination of the Contract by the CONTRACTOR in accordance with Paragraph 2.2.02f, CONTRACTOR'S Right to Suspend Work or Terminate Agreement, the CONTRACTOR shall recover payment from the OWNER for the work performed, plus loss on plant and materials, plus established profit and damages.

2.6.13 PAYMENT FOR SAMPLES AND TESTING OF MATERIALS:

Samples furnished in accordance with Paragraph 2.3.02, Samples, shall be furnished by the CONTRACTOR at his expense and may be used in the work, after acceptance.

1. Testing of samples and materials furnished in accordance with Paragraph 2.3.02, Samples, shall be arranged and paid for by the OWNER.

2.6.14 ACCEPTANCE AND FINAL PAYMENT:

When the CONTRACTOR shall have completed the work in accordance with the terms of the Contract Documents, he shall certify completion of the work to the OWNER and submit a final Request for Payment, which shall be the Contract Amount plus all approved additions, less all approved deductions and less previous payments made. The CONTRACTOR shall furnish evidence that he has fully paid all debts for labor, materials, and equipment incurred in connection with the work, and, upon acceptance by the OWNER, the OWNER will release the CONTRACTOR, except as to the conditions of the Performance and Payment Bond, any legal rights of the OWNER, required guaranties, and Correction of Faulty Work after Final Payment, and will pay the CONTRACTOR'S final Request for Payment. The CONTRACTOR shall allow sufficient time between the time of completion of the work and approval of the final Request for Payment for the Engineer to assemble and check the necessary data.

1. Release of Liens: The CONTRACTOR shall deliver to the OWNER a complete release of all liens arising out of this Contract before the final Request for Payment is paid. If any lien remains unsatisfied after all payments are made, the CONTRACTOR shall refund to the OWNER such amounts as the OWNER may have been compelled to pay in discharging such liens including all costs and a reasonable attorney's fee.
2. Final Payment: The CONTRACTOR shall be paid in full within 61 days after the date of substantial completion. If within 61 days after substantial completion there remains uncompleted minor items, an amount equal to 200% of the value of each item as determined by the Engineer shall be withheld and paid 61 days following completion of all such items. This payment shall constitute final settlement.

SECTION 2.7 - CONTROL OF THE WORK

2.7.01 GENERAL:

The following general provisions have been taken verbatim from the Florida Department of Transportation Standard Specifications for Road and Bridge Construction with certain modifications to meet specific requirements of the City of Sanibel. The CONTRACTOR is advised to read these provisions very carefully and ensure that he fully understands all of the requirements.

2.7.02 PLANS AND WORKING DRAWINGS:

1. Plans and Contract Documents:

The CONTRACTOR will be furnished an appropriate number of copies of the plans and special provisions as required for the particular project. Copies of the Standard Specifications may be purchased from the Florida Department of Transportation. The CONTRACTOR shall have available on the work, at all times, one copy each of the plans, specifications and special provisions.

2. Plans:

The plans furnished by the Engineer consist of general drawings showing such details as are necessary to give a comprehensive idea of the construction contemplated. Roadway plans will show in general, alignment, profile grades, typical cross sections and general cross sections. Structure plans, in general, will show in detail all dimensions of the work contemplated. When the structure plans do not show the dimensions in detail, they will show general features and such details as are necessary to give a comprehensive idea of the structure.

3. Alterations in Plans:

All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. No changes shall be made on any plan or drawing after its approval by the Engineer, except by direction of the Engineer.

4. Working Drawings (for Structures):

A. General:

The CONTRACTOR shall furnish, on sheets not larger than 24 inches by 36 inches, such working and detail drawings as may be required for any part of the structure and which are not included in plans furnished by the Engineer.

B. For Steel Structures:

Working Drawings for steel structures shall consist of shop detail, erection details and other working plans, showing details, dimensions, sizes of material, and other information necessary for the complete fabrication and erection of the metal work.

C. For Concrete Structures:

Working drawings for concrete structures shall consist of such detailed plans as may reasonably be required for the effective prosecution of the work and which are not included in plans furnished by the Engineer. These may include details of falsework, bracing centering and formwork, masonry layout diagrams, and diagrams for bending reinforcing steel.

D. Submission of Working Drawings:

The CONTRACTOR shall submit to the Engineer for approval three (3) sets of any required detailed shop or working drawings. These drawings shall be submitted in

sufficient time to allow adequate study and discussion and any necessary correction prior to beginning the work they cover. Prior to the approval of these drawings any work done, or materials ordered for the structures involved shall be at the CONTRACTOR'S risk. One set of these drawings will be returned to the CONTRACTOR, either approved or marked with corrections required. The other sets will be retained by the Engineer.

E. Responsibility of Accuracy of Working Drawings:

It is understood, however, that approval by the Engineer of the CONTRACTOR'S working drawings does not relieve the CONTRACTOR of any responsibility for accuracy of dimensions and details, or for conformity of dimensions and details. The CONTRACTOR shall be responsible for agreement and conformity of his working drawings with the approved plans and specifications.

F. Cost of Working Drawings:

The contract prices shall include the cost of furnishing all working drawings, and the CONTRACTOR will be allowed no extra compensation for such drawings.

2.7.03 COORDINATION OF PLANS, SPECIFICATIONS AND SPECIAL PROVISIONS:

These Specifications, the plans, special provisions, and all supplementary documents are integral parts of the contract, and a requirement occurring in one is as binding as though occurring in all.

They are intended to be complementary and to describe and provide for a complete work. In addition to the work and materials specifically called for in the Specifications as being included in any specific pay item, additional incidental work, not specifically mentioned, will be included in such pay item when so shown in the plans, or if indicated, or obvious and apparent, as being necessary for the proper completion of the work under such pay item and not stipulated as being covered under other pay items. In case of discrepancy, computed dimensions shall govern over scaled dimensions, plans shall govern over Standard Specifications, and special provisions shall govern over both Standard Specifications and Plans.

2.7.04 CONFORMITY OF WORK WITH PLANS:

All Work performed, and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown on the plans or indicated in the specifications.

In the event the Engineer finds the materials or the finished product in which the materials are used not within reasonable close conformity with the plans and specifications, but that reasonably acceptable work has been produced, he shall then make a determination if the work shall be accepted and remain in place. In this event, the Engineer will document the basis of acceptance by contract modification which will provide for an appropriate adjustment in the contract price for such work or materials as he deems necessary to conform to his determination based on engineering judgment.

In the event the Engineer finds the materials, or the finished product in which the materials are used, or the work performed are not in reasonably close conformity with the plans and specifications and have resulted in an inferior or unsatisfactory product, the work or materials shall be removed and replaced or otherwise corrected by and at the expense of the CONTRACTOR.

In the event the OWNER accepts the work that is not within these tolerances, appropriate deductions will be made from the actual amount used to cover the cost of the extra material. The amount will be computed based on the job mix formula and the unit price stated in the Contract.

2.7.05 ERRORS OR OMISSIONS IN PLANS OR SPECIFICATIONS:

The CONTRACTOR shall take no advantage of any apparent error or omission which he might discover in the plans or specifications but shall forthwith notify the Engineer of such discovery, who will then make such corrections and interpretations as he deems necessary for reflecting the actual spirit and intent of the plans and specifications.

2.7.06 AUTHORITY OF THE ENGINEER:

All work shall be available for inspection by the Engineer and performed to his satisfaction.

It is agreed by the parties hereto that the Engineer shall decide all questions, difficulties and disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution and fulfillment of the contract, and as to the character, quality, amount and value of any work done, and materials furnished, under or by reason of the contract.

2.7.07 AUTHORITY AND DUTIES OF ENGINEER'S ASSISTANTS:

The Engineer may appoint such assistants and representatives as he desires. They shall be authorized to inspect all work done and all materials furnished. Such inspection may extend to all or any part of the work and to the manufacture, preparation or fabrication of the materials to be used. Such assistants shall not be authorized to revoke, alter or waive any requirement of the specifications. They shall be authorized to call to the attention of the CONTRACTOR any failure of the work or materials to conform to the specifications and contract and shall have the authority to reject materials or suspend the work until any questions at issue can be referred to and decided by the Engineer. The CONTRACTOR shall be immediately notified in writing of any such suspension of the work and such notice shall state in detail the reasons for the suspension. The presence of the inspector or other assistant shall in no way lessen the responsibility of the CONTRACTOR.

2.7.08 CONSTRUCTION STAKES AND MARKERS:

1. Stakes Furnished:

The CONTRACTOR shall furnish and set, free of charge, slope stakes, grade stakes and all other stakes necessary for construction of the project. The CONTRACTOR shall furnish all templates and other materials necessary for making and maintaining points and lines given and shall furnish the Engineer such incidental labor as he may require in reestablishing points and lines necessary to the prosecution of the work.

2. Special Requirements for Landscape Work:

For landscape work, the OWNER will furnish all stakes in the size and quantity required and the CONTRACTOR shall set all such stakes with his own forces. The CONTRACTOR shall maintain such stakes in place until the layout is approved and the digging of the holes for the plantings has begun; replacing any which may become destroyed or disturbed during such period.

2.7.09 CONTRACTOR'S SUPERVISION:

1. Prosecution of work:

The CONTRACTOR shall give the work the constant attention necessary to assure the scheduled progress and he shall cooperate fully with the Engineer and with other CONTRACTOR'S at work in the vicinity.

2. CONTRACTOR'S Superintendent:

The CONTRACTOR shall at all times have on the work as his agent, a competent superintendent capable of thoroughly interpreting the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive the instructions from the Engineer or his authorized representatives. The superintendent shall have full authority to execute the orders or directions of the Engineer and to supply promptly any materials, tools, equipment, labor and incidentals which may be required. Such superintendence shall be furnished regardless of the amount of work sublet.

3. Supervision for Emergencies:

The CONTRACTOR shall have a responsible person available at or reasonably near the work site on a 24-hour basis, seven days a week, in order that he may be contacted in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. For compliance with this requirement outside of working hours, the furnishing of the telephone number where such person can be reached will suffice.

2.7.10 GENERAL INSPECTION REQUIREMENTS:

1. Cooperation by CONTRACTOR:

No work shall be done, nor materials used, without suitable inspection by the Engineer or his representative, and the CONTRACTOR shall furnish the Engineer with every reasonable facility for ascertaining whether the work performed, and materials used are in accordance with the requirements and intent of the plans and specifications. If the Engineer so requests, the CONTRACTOR shall, at any time before final acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, the CONTRACTOR shall restore the uncovered portions of the work to the standard required by the specifications. Should the work so exposed or examined prove unacceptable, the uncovering or removal, and the replacing of the covering or making good of the parts removed, shall be at the CONTRACTOR'S expense. However, should the work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed, shall be paid for as extra work.

2. Failure of Engineer to Reject Work During Construction:

If, during or prior to construction operations, the Engineer should fail to reject defective work or materials, whether from lack of discovery of such defect or for any other reason, such initial failure to reject shall in no way prevent his later rejection when such defect is discovered, or obligate the Engineer to final acceptance, and the CONTRACTOR shall make no claim for losses suffered due to any necessary removals or repairs of such defects.

3. Failure to Remove and Renew Defective Materials and Work:

Should the CONTRACTOR fail or refuse to remove and renew any defective materials used or work performed, or to make any necessary repairs in an acceptable manner and in accordance with the requirements of the specifications, within the time indicated in writing, the Engineer shall have the authority to cause the unacceptable or defective materials or work to be repaired, removed and renewed, as may be necessary; all at the CONTRACTOR'S expense. Any expense incurred by the City in making these repairs, removals or renewals, which the CONTRACTOR has failed or refused to make, shall be paid for out of any moneys due or which may become due the CONTRACTOR, or may be charged against the contract bond. Continued failure or refusal on the part of the CONTRACTOR to make any or all necessary repairs promptly, fully and in an acceptable manner shall be sufficient cause for the City, at its option, to perform the work with its own organization, or to contract with any other individual, firm or corporation to perform the work. All costs and expenses incurred thereby shall be charged against the defaulting CONTRACTOR and the amount thereof deducted from any moneys due or which may become due to him or shall be charged against the contract bond. Any work performed, subsequent to forfeiture of the Contract, as described in this Article, shall not relieve the CONTRACTOR in any way of his responsibility for the work performed by him.

2.7.11 FINAL CONSTRUCTION INSPECTION:

1. Maintenance Until Final Acceptance:

The CONTRACTOR shall maintain all work in first-class condition until it has been completed as a whole and has been accepted by the Engineer under the provisions of 2.7.12.

2. Semifinal Inspections:

The Engineer will make a semifinal inspection within seven (7) days after notice from the CONTRACTOR of presumptive completion of the entire project. If, at the semifinal inspection, all construction provided for and contemplated by the contract is found completed to the Engineer's satisfaction, such inspection shall constitute the final inspection, as prescribed below. If, however, at any semifinal inspection any work is found unsatisfactory, in whole or in part, the Engineer shall give the CONTRACTOR the necessary instructions as to replacement of material and performance or re-performance of work necessary and prerequisite to final completion and acceptance, and the CONTRACTOR forthwith shall comply with and execute such instructions. Upon satisfactory replacement of material and performance or reperformance of such work, another inspection shall be made, which shall constitute the final inspection if the required material is found to have been replaced and the work completed satisfactorily.

3. Final Inspection:

Whenever all materials have been furnished, all work has been performed, and the construction contemplated by the contract has been satisfactorily completed, the Engineer will make the final inspection.

2.7.12 FINAL ACCEPTANCE:

When, upon completion of the final construction inspection, the work is found to be completed satisfactorily, the Engineer shall give the OWNER a written recommendation for acceptance of the work. The OWNER shall then satisfy himself as to the Engineer's recommendation and within five days of said recommendation notify the CONTRACTOR, in writing, of his acceptance of the work.

2.7.13 CLAIMS BY CONTRACTOR:

Where the CONTRACTOR deems that extra compensation is due him for work or materials not clearly covered in the contract or not ordered by the Engineer as extra work, as defined herein, the CONTRACTOR shall notify the Engineer in writing of his intentions to make claim for extra compensation, before he begins the work on which he bases the claim. If such notification is not given, and the Engineer is not afforded proper opportunity for keeping strict account of actual cost, as defined for force account, then the CONTRACTOR thereby agrees to waive the claim for such extra compensation. Such notice by the CONTRACTOR, and the fact that the Engineer has kept account of the cost as aforesaid, shall not in any way be construed as establishing the validity of the claim. In such case the claim after consideration by the Engineer, is found to be valid, it shall be allowed and paid for as extra as provided herein.

SPECIAL PROVISIONS

1. REFERENCE SPECIFICATIONS – Florida Building Code (FBC) 2020 - 7th Edition with all current revisions and supplements; Florida Fire Prevention Code (FFPC) 2020 - 7th edition with all current revisions and supplements, (includes Florida versions of NFPA 1 & NFPA 101, 2021 edition); The Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Current Edition with approved Supplements and Addenda shall govern the requirements and performance of the work, except when noted otherwise. Sea Turtle Regulations; Department of Environmental Protection Bureau of Beaches and Coastal Systems; All other Federal, State and Local Codes and Ordinances which may be in effect for this construction location.
2. The Contractor shall be responsible for applying for a City of Sanibel Building Department construction permit for the project (if necessary). The City shall be responsible for payment of fees for the Sanibel Building Department permits. Required licensing costs and any other miscellaneous fees associated with the project shall be paid for by the Contractor. All required environmental permits shall be secured by the City. Contractor must possess a valid State of Florida General Contractor License (CGC) at the time of the bid opening. Contractor shall comply with all requirements of attached environmental/Army Corps permits.
3. The contractor shall be responsible for all survey construction layout.
4. The Contractor shall dispose of all debris such as trees, brush, stumps and other deleterious material at location off the Island of Sanibel. No extra compensation will be allowed for hauling and providing the off-island disposal areas.
5. The Contractor is advised that he may not enter upon private property adjacent to the project without written consent of the affected property owner. A copy of the permission document shall be given to the Engineer.
6. The Contractor is hereby advised that he may not engage in any work on private property in the City of Sanibel during the contract performance period without written permission from the City of Sanibel. Failure to comply with this provision may result in suspension of all work activities until the matter is resolved.

An example of such work would be the paving of a private driveway. If the Contractor paves the driveway and the property owners does not possess the proper City permits, the entire project might be stopped until the necessary permits are obtained. The delay could be months and the Contractor could be assessed for liquidated damages.

7. No allowance for time extension of the project will be made for weather conditions common to Southwest Florida during the contract time period. The Contractor is reminded that time is of the essence and the work should proceed as quickly and efficiently as possible.
8. The Contractor shall remove and relocate as necessary all mailboxes, street signs, post fences structures such as headwalls, pipes, etc., and any other item necessary for progress and completion of the work. Payment shall be incidental to other items of work.
9. The Contractor shall include the adjustment of those structures (manholes, valves, etc.) that are required to be adjusted for the satisfactory completion of the work. These structures shall be of reinforced concrete or may be brick masonry if circular and

constructed in place and shall include the necessary metal frames and gratings. No payment will be made for these items.

10. The contractor will ensure that the roadway and bridges over which he hauls materials will be kept clear. If spoil material and water fall from the truck onto the roadway, the contractor will keep the road clear at all times, either by power broom or by whatever means is necessary, if excessive material continues to be deposited, the Engineer will require hauling to be discontinued until the situation is resolved.
11. Contractor responsible for any temporary markings (i.e. signs, barricades, Striping, caution tape) to assure traffic safety (Vehicular, Pedestrian and Bicycle traffic).
12. All subcontractors must be approved in writing by the City.
13. All soil and concrete tests will be made by a laboratory approved of by the Engineer. Cost of testing will be paid for by the Owner except all subsequent tests deemed necessary because the original test indicated that the work did not conform to specifications. These tests shall be paid for by the contractor. The location of these tests shall be determined by the Owner.
14. An As-Built survey of the project shall be performed and submitted to Owner prior to final acceptance. The survey shall be conducted in accordance with the standards set forth in Chapter 472 of the Florida Statutes and the Minimum Technical Standards for such surveys as specified in Chapter 61G17 of the Florida Administrative Code. The cost of the survey shall be borne by the Contractor.
15. The Contractor shall prevent erosion of soil on the site and adjacent property resulting from his construction activities. Effective measures shall be initiated prior to the commencement of clearing, grading, excavation, or other operation that will disturb the natural protection. Install silt barriers or screens for capturing sediments/solids from erosion and dewatering / jetting activities.
16. The Contractor must be in possession of or obtain from the City of Sanibel an Occupational Registration and if applicable a Vegetation Competency Card prior to the start of the contract work to be done.
17. The Contractor is responsible to pay all toll fees required by Lee County to use the Sanibel Causeway.
18. Contractor is responsible for preventing any workers on this project, including all subcontractors, from feeding alligators anywhere on Sanibel Island. Contractor is required to instruct all workers and subcontractors not to eat lunch on the edge of any waterbody on Sanibel Island and not to feed, tease or interact in any way with any alligators, which is illegal under state law. Signage provided by the City regarding alligator feeding shall be posted on all job sites in a clearly visible location. Project sites adjacent to open water of any kind shall have a minimum of two additional alligator signs posted in clearly visible locations near the water's edge. All job sites shall be maintained free of any open containers of food or any food-related garbage. All workers on this project are to be informed that the City takes this issue very seriously and will prosecute any violators to the full extent of this law. State penalties for violating this law include a fine of up to \$500 per incidence and up to 60 days in jail. Failure to inform workers of the prohibition against feeding alligators as required above or evidence of alligators being fed by workers on this

project, either at the project site or elsewhere on Sanibel Island, will result in immediate revocation of this contract.

19. Payment for work items in this contract is based on actual quantities with unit cost as per the bid schedule. The owner reserves the right to adjust quantities up to twenty-five percent (25%) over or underestimated quantities at contract unit prices. Any increase of work items shall be based on unit prices of similar work items in the vicinity. Any such adjustment resulting in the increase of the total contract price must be approved by the City Council.
20. It is up to the contractor to verify the correct scaling for printed plan documents of electronic documents provided by the City.
21. Contractor to provide Certificate of Workman's Compensation Insurance; U.S.L.& H. coverage, Jones Act (if applicable) and Public Liability in an amount not less than \$1,000,000.00

TECHNICAL SPECIFICATIONS

SHELL HARBOR ENTRANCE CHANNEL AND CANAL DREDGING PROJECT

TECHNICAL SCOPE OF WORK FOR THE DREDGING OF THE ENTRANCE CHANNEL TO SHELL HARBOR SUBDIVISION AND ALL OTHER CANAL DREDGING AREAS:

1. Contractor shall provide a pricing schedule for 3 separate years of dredging for Shell Harbor and the potential alternative dredging locations.
2. Only the bid amounts for mobilization and 3 separate years of Shell Harbor Dredging shall be used to award contract.
3. Contractor shall include unit price (\$/CY) bids for potential alternative dredge locations over the three-year period. Alternative locations include Sanibel Isles/Water Shadows, Sanibel Harbours and the City Emergency Services dock and City Public Boat Ramp located at 888 Sextant Drive. Locations can be seen on attached sheets.
4. 2023/2024 Dredging shall be coordinated with City staff to be started as soon as contract has been approved.(Contractor must provide availability/schedule with their bid)
5. 2023/2024 Dredging of Shell Harbor is the only work that is being guaranteed at this time. Other dredging locations and years will be requested by City of Sanibel when needed.
6. Dredging in years following 2023/2024 shall be requested by City of Sanibel. City will give contractor 45 day notice to proceed with dredging. This 45 day notice will include if alternative dredge sites are to be included in that project year.
7. Provide all labor, materials, and equipment necessary to dredge 2,000 cubic yards of material from the entrance channel to Shell Harbor Subdivision on Sanibel Island each of the next 3 years in accordance with drawings (2 sheets) developed by the City of Sanibel.
8. Permits to be provided by the City of Sanibel. Contractor shall comply with all requirements/regulations included in the attached environmental and Army Corps of Engineers Permits.
9. All dredging shall be by mechanical means, no pumping or hydraulic dredging will be allowed.
10. Contractor shall insure monitoring and turbidity controls in accordance with Florida Department of Environmental Protection Standards. Contractor shall be in compliance with all applicable manatee and sawfish local, state and federal rules and regulations.
11. Contractor to provide Certificate of Workman's Compensation Insurance, U.S.L.&H. coverage, Jones Act and Public Liability in an amount not less than \$1,000,000.00.
12. Dredged material shall be property of the City of Sanibel.

13. Dredged material off-load site shall be the City of Sanibel Boat Ramp site located at 888 Sextant Drive. Contractor is responsible for providing and installing type-III silt barrier at perimeter of spoil storage site trenched to a minimum depth of 8" below natural ground.
14. Contractor is responsible for construction of temporary off-load ramp structure at City boat ramp site to off-load dredge material from barge to truck to be transported to final dredge material storage area by contractor. Contractor is responsible for all labor, material and equipment to transport dredge material from offload site to final storage site both located at City Boat Ramp site at 888 Sextant Drive. See attached sketches for locations.
15. For informational purposes the typical quantities for dredging of Sanibel Harbours, Sanibel Isles/Water Shadows and Sanibel Estates subdivisions would be estimated at 2,000 cubic yards of material for each project. Dredging of the boat ramp and/or emergency services dock is estimated at 700 to 900 cubic yards when necessary. Note these are estimated quantities only for informational purposes and the actual required dredge quantity at these areas can vary up or down based upon actual site conditions present at the time of needed dredging. Note this additional/alternate dredge work is not guaranteed.
16. Provide broken down proposal as shown on the attached Bid Tabulation Sheet.
17. City contact, Oisin Dolley or Scott Krawczuk, 239-472-6397.



SAN CARLOS BAY

MARINER POINT
CONDOMINIUMS

CONC. SEAWALL

15'

STA. 2+00

STA. 1+50

STA. 1+00

STA. 0+50

STA. 0+00

CONC. SEAWALL

BM "BAY 6" MONUMENT EL=4.83
- SSC B/D IN SEAWALL CAP

#632 LIGHTHOUSE WAY

NOTES:



±AREA TO BE DREDGED
DREDGE TO DEPTH OF 5.00'
BELOW MEAN LOW WATER
ESTIMATED 1,600 CY
OF MATERIAL

BM "X" EL=4.39 - SOUTHWEST
CORNER OF SEAWALL IN-LINE
WITH BACK CORNER OF CONDOS

BM "X" EL=4.82 - IN SEAWALL CAP
AT #632 LIGHTHOUSE WAY AT SE
CORNER

80'

23'

TO CANAL SYSTEM

NOTE: ELEVATIONS REFERENCE NGVD 29



City of Sanibel

800 Dunlop Road
Sanibel, FL 33957

SHELL HARBOR CANAL ENTRANCE

DREDGING SURVEY

TS-3

DATE
3/2024

DRAWN
OFD

CHK.

SCALE
1"=40'

PROJECT NO.



SAN CARLOS BAY

MARINER POINT
CONDOMINIUMS

#632 LIGHTHOUSE WAY

BM "BAY 6" MONUMENT EL=4.83
- SSC B/D IN SEAWALL CAP

NOTES:

±AREA TO BE DREDGED
DREDGE TO DEPTH OF 5.00'
BELOW MEAN LOW WATER
ESTIMATED 2,000 CY
OF MATERIAL

BM "X" EL=4.39 - SOUTHWEST
CORNER OF SEAWALL IN-LINE
WITH BACK CORNER OF CONDOS

BM "X" EL=4.82 - IN SEAWALL CAP
AT #632 LIGHTHOUSE WAY AT SE
CORNER

NOTE: ELEVATIONS REFERENCE NGVD 29



City of Sanibel
800 Dunlop Road
Sanibel, FL 33957

2024 SHELL HARBOR SURVEY

DRAWN BY: OFD

APPROVED BY:

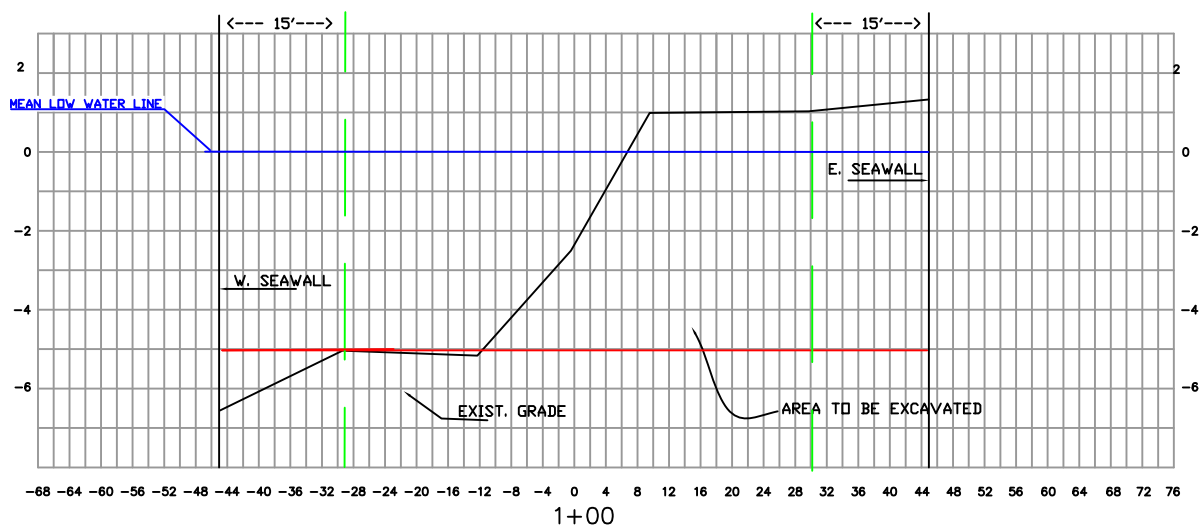
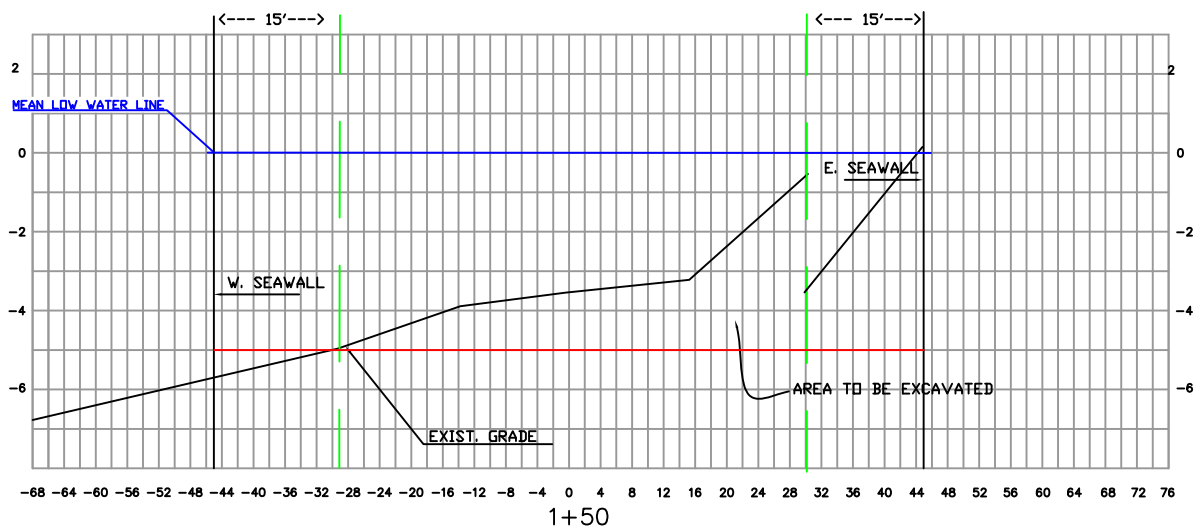
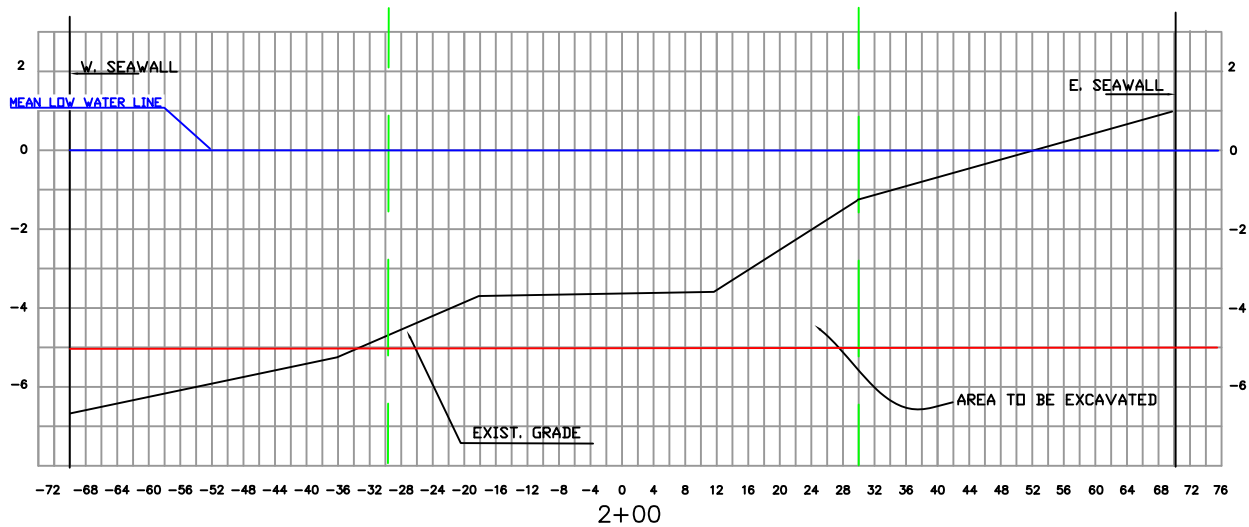
CHECKED BY:

DATE: 1/12/2024

FILE NAME:

SCALE:

TS-4



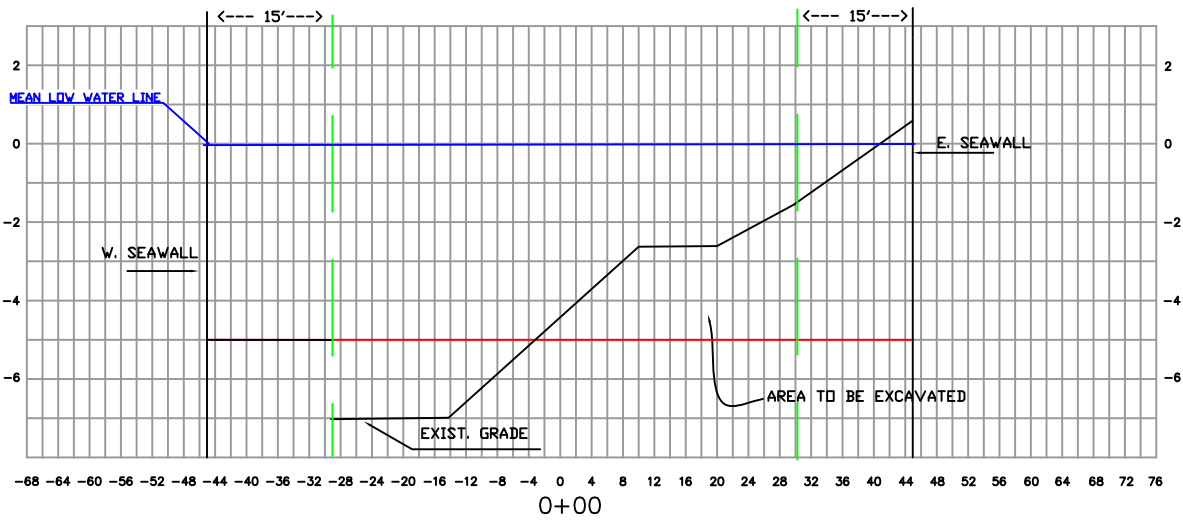
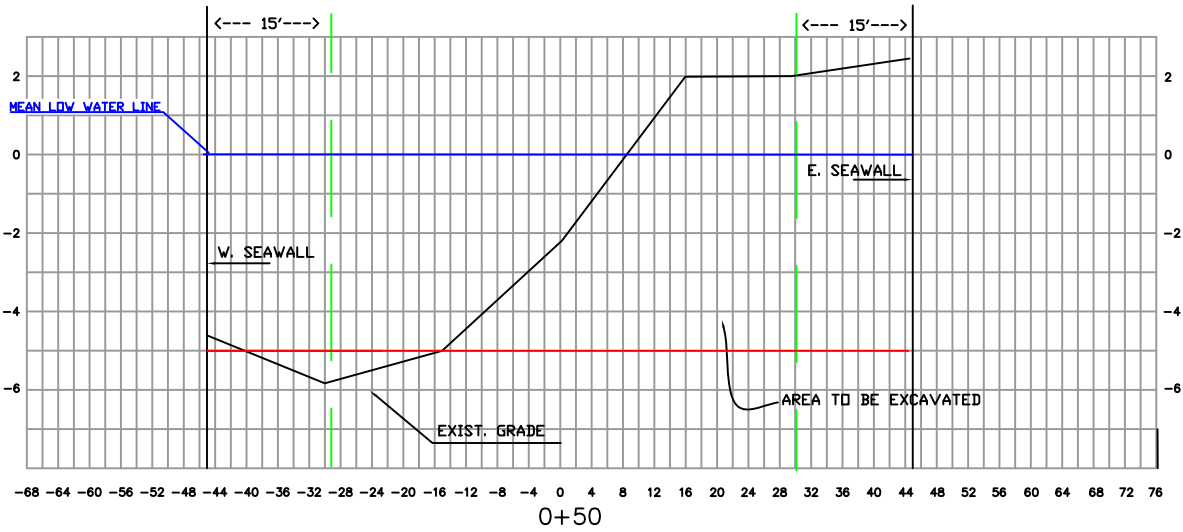
NOTE: ALL MEASUREMENTS ARE APPROXIMATE



City of Sanibel
800 Dunlop Road
Sanibel, FL 33957

**SHELL HARBOR ENTRANCE CHANNEL
AND CANAL DREDGING PROJECT**

DRAWN BY: OFD	APPROVED BY: AFM	CHECKED BY: SBK
DATE: 1/12/2024	FILE NAME: SHELL HARBOR 2024	SCALE: TS-5



NOTE: ALL MEASUREMENTS ARE APPROXIMATE



City of Sanibel
800 Dunlop Road
Sanibel, FL 33957

**SHELL HARBOR ENTRANCE CHANNEL
AND CANAL DREDGING PROJECT**

DRAWN BY: OFD	APPROVED BY:	CHECKED BY: SBK
DATE: 1/12/2024	FILE NAME: SHELL HARBOR 2024	SCALE:
		SHEET NO. TS-6

CITY OF SANIBEL

OFFLOAD SITE
CITY BOAT RAMP
PROPERTY
888 SEXTANT DR

SAN CARLOS BAY

SCALE

100' 300'

DREDGE LOCATION
SHELL HARBOR
CANAL INLET

MARINER PT CONDO

LIGHTHOUSE WY

LIMPET DR

N. YACHTSMAN DR

PERIWINKLE WAY

PERIWINKLE WAY

LAS TIEN

SABAL ST

LAGO



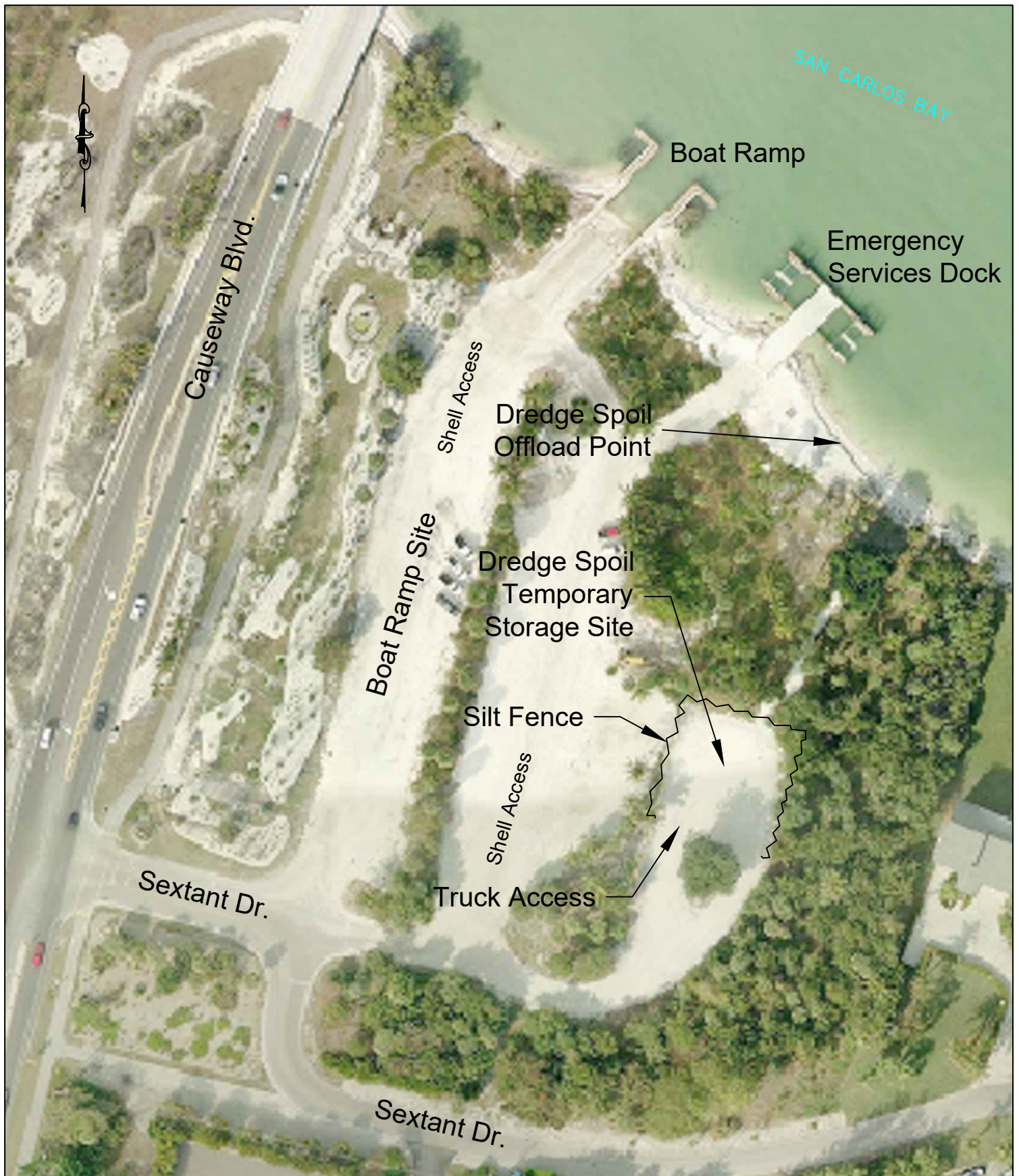
City of Sanibel

800 Dunlop Road
Sanibel, FL 33957

SHELL HARBOR ENTRANCE CHANNEL AND
CANAL DREDGING PROJECT

SHELL HARBOR ENTRANCE CHANNEL
DREDGING LOCATION MAP

TS-7	DATE	DRAWN	CHK.	SCALE	PROJECT NO.
SHT OF	3/15/24	SBK		1"=400'	



City of Sanibel

800 Dunlop Road
Sanibel, FL 33957

SKETCH - DREDGE SPOIL TEMPORARY
STORAGE SITE (888 SEXTANT DRIVE)

SHELL HARBOR ENTRANCE CHANNEL AND CANAL
DREDGING PROJECT

TS-8

DATE
3/15/24

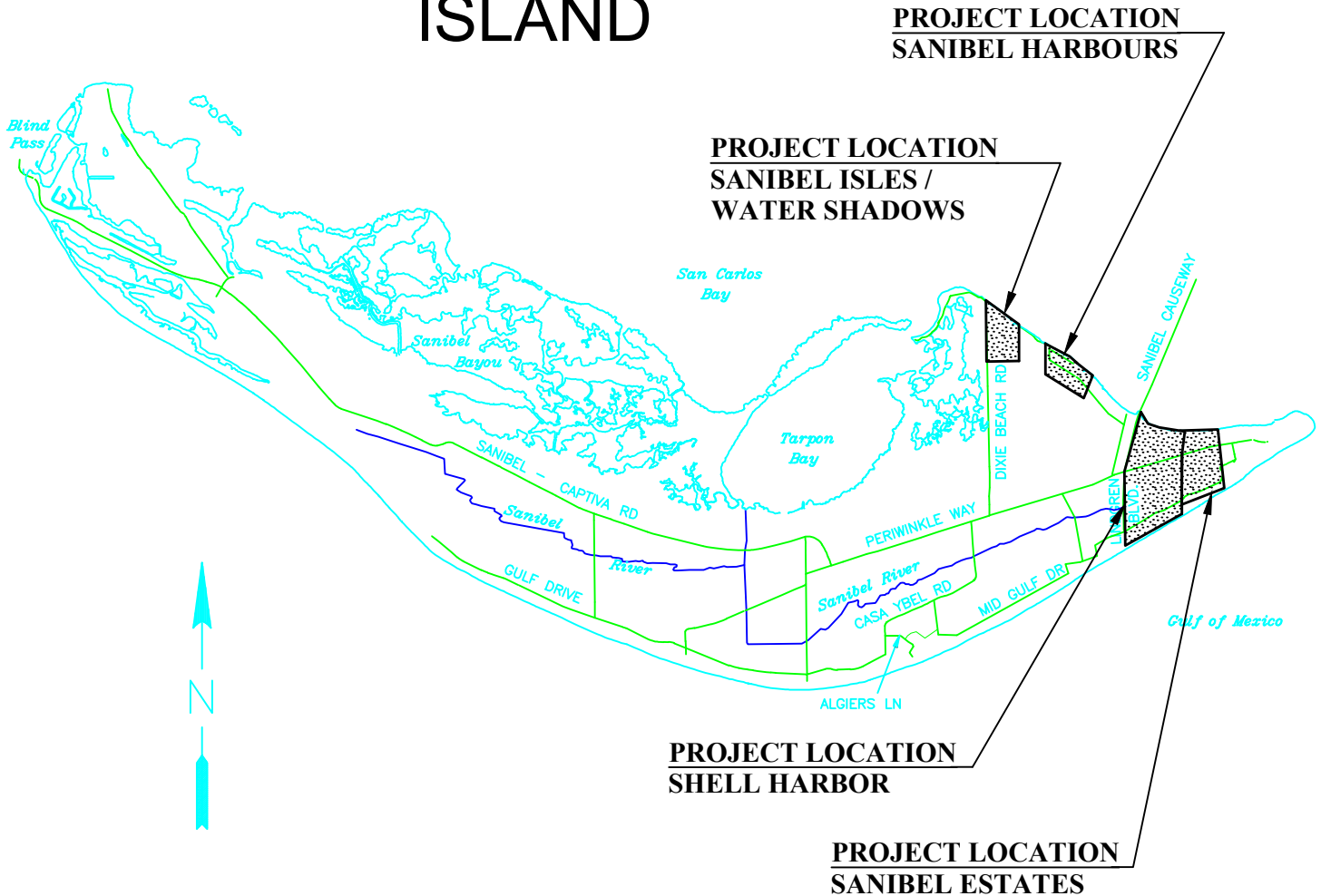
DRAWN

CHK.
SBK

SCALE
1"=80'

PROJECT NO.

SANIBEL ISLAND



City of Sanibel

800 Dunlop Road
Sanibel, FL 33957

PROJECT LOCATION MAP

**SHELL HARBOR CHANNEL ENTRANCE
AND CANAL DREDGING PROJECT**

TS-9

DATE
3/15/24

DRAWN

CHK.
SBK

SCALE
NO SCALE

PROJECT NO.

APPENDIX A

Shell Harbor Subdivision FDEP and Army Corps of Engineers Permits

APPENDIX B

Sanibel Estates Subdivision FDEP and Army Corps of Engineers Permits

APPENDIX C

Sanibel Harbours Subdivision FDEP and Army Corps of Engineers Permits

APPENDIX D

Sanibel Isles/Water Shadows Subdivision FDEP and Army Corps of Engineers Permits

APPENDIX E

Emergency Services Dock and Boat Ramp (888 Sextant Dr) FDEP and Army Corps of Engineers Permits



City of Sanibel

ADDENDUM NO. 1

April 11, 2024

RE: Shell Harbor Entrance Channel and Canal Dredging Project
(ITB-PW-0-2024/SK) Bid opening date: April 18, 2024 @ 2:30PM

FROM: City of Sanibel
800 Dunlop Road
Sanibel, FL 33957

TO: Prospective Bidders and Others Concerned

This addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to and shall take precedence over the original document.

A. Questions and Answers

Question No. 1: Are there retainage requirements for this project. If so, what is the percentage?

Response No. 1: Yes, Five (5)% is the City's standard retainage requirement once project billing begins.

Question No. 2: Is a timeline available for sending out a Notice to Proceed?

Response No. 2: Project award is anticipated at the May 7, 2024 City Council Meeting. Notice to proceed letter will be sent out shortly after award.

Question No. 3 We need clarification on Page 4, GC, 2.2.01 Owner's Rights and Responsibilities, #5 B – It states that "the Owner may take possession of the work and of all materials and equipment thereon and may finish the work by whatever method and means he may select." We would like clarification that this does not pertain to any tools, vehicles or construction equipment owned by the contractor.

Response No. 3 This does not pertain to any tools, vehicles or construction equipment owned by the contractor.

Question No. 4 Please confirm amount of bid packages we need to submit. Is it just one original copy or do we need to submit multiple?

Response No. 4 One original copy is all that is required for submission at bid opening.

PROPOSAL

CITY OF SANIBEL, FLORIDA **Shell Harbor Entrance Channel and Canal Dredging Project**

April 18, 2024 @ 2:30PM

TO: CITY OF SANIBEL
Public Works Department
800 Dunlop Rd.
SANIBEL, FLORIDA 33957

Pursuant to the advertisement for bids, the undersigned having read the Specifications and examined the Drawings prepared by the City of Sanibel for the **Shell Harbor Entrance Channel and Canal Dredging Project** in the City of Sanibel, Florida, and having inspected the site of work and conditions affecting and governing same, hereby proposes to provide all materials, and all equipment, tools, etc., and to perform all labor necessary for the installation as specified and described in said Specifications.

The Total Bid Price for the work based on the summation of the extensions of the unit prices on the attached itemized proposal is (project award is based upon summation of three (3) years of Shell Harbor Entrance Channel Dredging as indicated on sheet P-3, include that dollar amount below):

Five hundred eighty five thousand Dollars (\$ 585,000.00)
(written)

TIME OF COMPLETION

The undersigned further agrees to complete the furnishings and construction of such work, ready for continuous and satisfactory operation in all respects, within **SIXTY (60)** calendar days of the Notice to Proceed.

TIME OF VALIDITY

It is hereby agreed that this proposal shall remain in full force and effect and may not be withdrawn for a period of sixty (60) days from the date of receiving proposals by the City of Sanibel.

BID SECURITY

The undersigned encloses herewith a certified check or cashier's check payable to the City of Sanibel, Florida or a bidder's bond bonding the undersigned and surety to the City of Sanibel, Florida in an amount not less than five percent (5%) of the total bid price as set out above, guaranteeing that the undersigned will enter into contract for the performance of the work if this proposal is accepted. It is hereby agreed that this proposal shall remain in full force and effect and may not be withdrawn for a period of sixty (60) days from the date of receiving proposals by the City of Sanibel, Florida.

ADDENDA

Receipt of Addenda Nos. 1 is hereby acknowledged.

Respectfully submitted,

Bayside Dredging LLC

Contractor

(Individual___), (Partnership___) or (Corporation X)

Signed _____

Name (print) Bret Sapp

Title President

Address 5035 Ulmerton Road

City / State Clearwater, FL 33760

Telephone 727-798-0238

Fax 727-436-5003

Email bret@baysidedredging.com

DATE:

4-17-2024

NOTE: The legal status of the bidder, whether as an individual, partnership or corporation, must be indicated above, and all pertinent information as required of the Specifications must be furnished.

POWER OF ATTORNEY

Bond # Bid Bond

HARCO NATIONAL INSURANCE COMPANY INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

MARGARET A. SCHULZ, JESSICA P. RENO, KEVIN WOJTOWICZ, JOHN R. NEU, DANIEL F. OAKS

Miami Lakes, FL

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognition, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2023



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2023, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, April 18, 2024

A00144

Irene Martins, Assistant Secretary

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Bayside Dredging LLC
5035 Ulmerton Road
Clearwater, FL 33760

OWNER:

(Name, legal status and address)

City of Sanibel
750 Dunlop Road
Sanibel, FL 33957

BOND AMOUNT: \$ 5%

SURETY:

(Name, legal status and principal place of business)

Harco National Insurance Company
4200 Six Forks Rd, Suite 1400
Raleigh, NC 27609

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:

(Name, location or address, and Project number, if any)

ITB-PW-0-2024/SK; Shell Harbor Entrance Channel and Canal Dredging Project

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to mean Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 16th day of April, 2024

(Witness)

(Witness) Amy Scott

Bayside Dredging LLC

(Principal)

(Seal)

By:

(Title)

President

Harco National Insurance Company

(Surety)

(Seal)

By:

(Title) Kevin Wojtowicz

Attorney-in-Fact



April 17, 2024

CITY OF SANIBEL FL
800 Dunlop Road
Sanibel, FL 33957

RE: Bayside Dredging LLC

Project: ITB-PW-0-2024/SK, Shell Harbor Entrance Channel and Canal Dredging Project

To Whom It May Concern:

This is to advise you that our office provides bid, performance, and payment bonds for **Bayside Dredging LLC**. The name of their surety is **Harco National Insurance Company**, which carries an A.M. Best Rating of **A- X**, and it is listed in the Department of Treasury's Federal Register.

Based upon normal and standard underwriting criteria at the time of the request, we should be able to provide **Bayside Dredging LLC** performance and Payment Bonds for the single projects in the amount of **\$4,000,000** and aggregate support in the amount of **\$10,000,000**. We reserve the right to review final contractual documents, bond forms and obtain satisfactory evidence of funding prior to final commitment to issue bonds.

Bayside Dredging LLC is an excellent contractor, and we hold them in the highest regard. We feel extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects.

This letter is not an assumption of liability, nor is it a bid or performance and payment bond. It is issued only as a bonding reference requested by our respected client. If you should have any questions, please do not hesitate to give me a call.

Sincerely,

A handwritten signature in blue ink, appearing to read "K Wojtowicz".

Kevin Wojtowicz
FL Licensed Resident Agent



STATEMENT OF QUALIFICATIONS



Company Profile



Bayside Dredging LLC was founded in 2022 and is fully licensed, insured, and bondable (10M+) certified marine specialty contractor (SCC# 131152825) capable of handling all your environmental restoration, marine engineering, permitting, and dredging needs. The principles of Bayside Dredging LLC are Bret Sapp, John Schamp, Kevin Davis, and Garrett Ceslok. Bayside Dredging has created a company that combines their engineering knowledge and dredging experience to cut down time and cost from start to finish, while maintaining the highest quality of work.

Bayside Dredging owners have over 50 years of experience in hydraulic and mechanical dredging. Our engineering and design team have come up with innovative ways to complete projects with little to no access or little to no dewatering areas, and still finish under budget. Our operations and management team have decades of experience in dewatering bags and polymer as well. Our custom-built environmentally friendly dredges are designed to meet the projects needs and goals while not impacting our natural resources first and foremost. Every job is different depending on the dewatering area and material type, but we have both hydraulic and mechanical methods to get the job done.

Bayside Dredging might be a new company, but you couldn't tell with the quality and difficulty of work that gets accomplished day after day. On private residential projects, we pride ourselves on protecting the owner's property, so when the work is complete, it requires very little or no restoration. We're able to accomplish this all while managing cost, safety, and scheduling. With an extensive inventory of dredging equipment, and some of the best operators in the industry, there's simply no dredging project that Bayside Dredging can't handle.

Please take a moment to review the attached projects that were managed and completed by Bayside Dredging staff and see for yourself why we feel confident in making these statements. For additional information, and to learn more about our company's capabilities, visit our website (www.baysidedredging.com), Check out our reviews on Google.



Proposal

Planning

Design

Engineering

Permitting

Dredging

Disposal

PROJECT NAME

Stormwater Maintenance Project

City of Tampa

SCOPE:

The City of Tampa awarded an annual contract to Bayside Dredging LLC in December 2022. The project consisted of removing all dirt, barnacles, and foreign materials at the outfall and up to 20 feet of pipe which is impeding the flow of the stormwater into the waterway. All outfall pipe cleaning included cleaning of the headwall structure 24 inches around all pipe sizes. Other service items include alluvial fan removal of sediment build up from the outfalls, box culvert cleaning, mangrove trimming as directed by the City of Tampa, and hauling and disposal of waste/vegetation material was cleared via the use of excavators and hauled off in dump trucks.

Project Location: Tampa, FL

Name of Owner: City of Tampa

Owner Contact: Mike Edson :
City of Tampa -
Engineering Tech.

Telephone No: 813-690-1898

Project Value: \$900,400.00 annually



SCOPE:

This project included modifying outfalls as shown in the engineering plans for ponds 3320 and 3340. This includes the construction of the spillway in pond 3220 and the removal of the outfall in pond 3340. Raise the banks and re slope the banks as needed in 3220, 3240, 3260, and 3380. Dredging was also done in the pond to restore the conditions back to original design. All material was hauled off-site and disposed of at an approved disposal site.

Project Location: St. Petersburg, FL

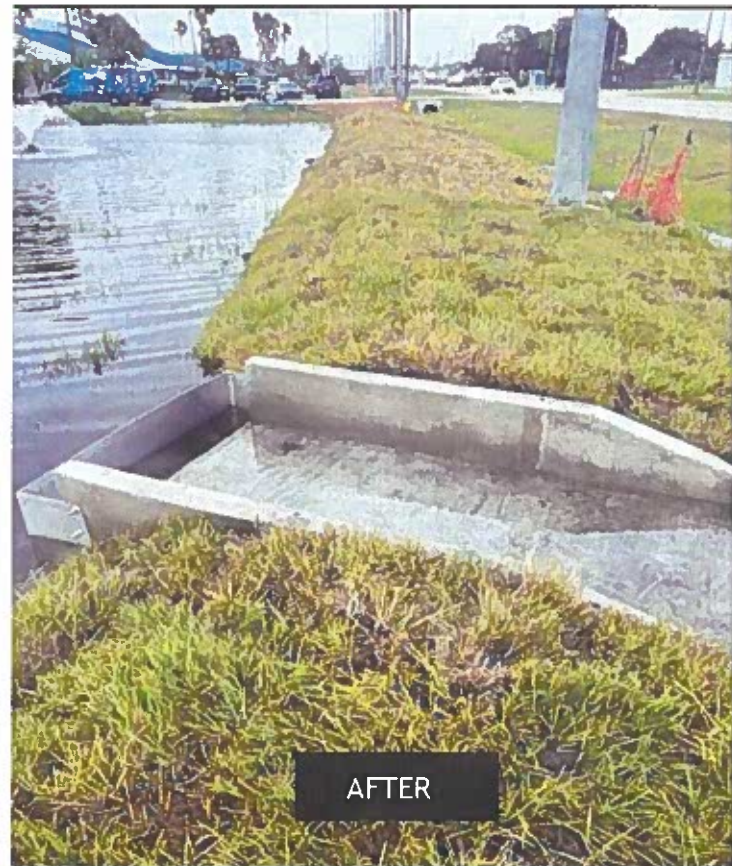
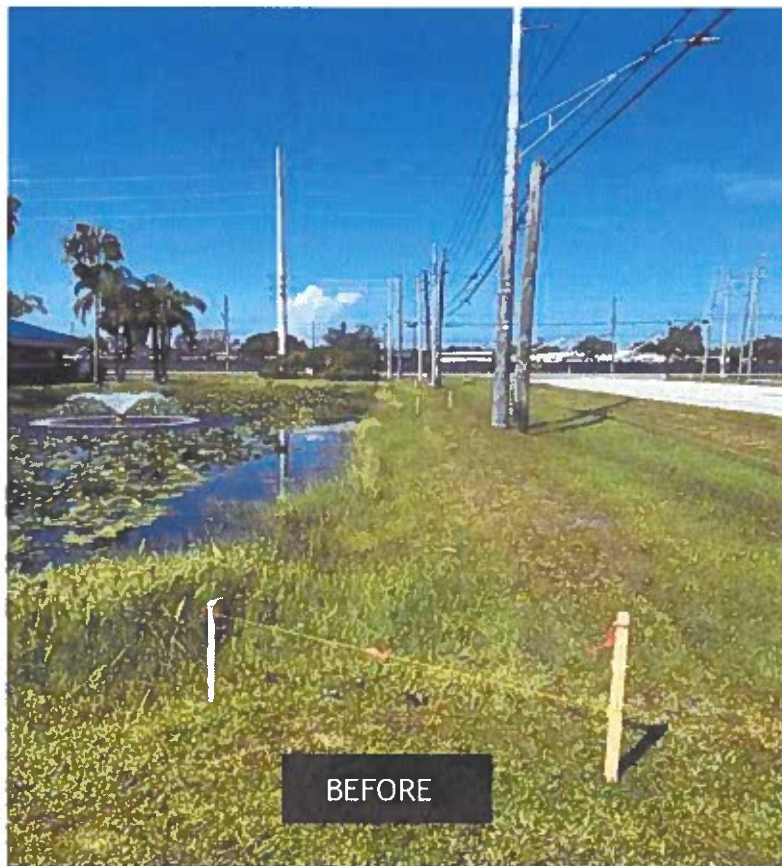
Name of Owner: Adler Real Estate Services, LLC

Owner Contact: Scott Riccio
3340 Scherer Dr. St.
Petersburg, FL 33718

Telephone No: 610-417-5830

Email Address: sriccio@adler-partners.com

Project Value: \$91,500.00



SCOPE:

Pelican Isles Yacht Club is comprised of 190 slips in their marina and needed the removal of approximately 7,000cy of unconsolidated material to a depth of -5.0 ft-MLW. The project consisted of dredging in wet slips, under boat lifts, and under floating docks. The project was performed with a 6-inch hydraulic dredge that pumped the dredge material into dewatering trucks that were staged in the marina. The trucks then hauled the material offsite to a local approved disposal site.

The project took approximately 6 months to complete once all permits were obtained.

Project Location: Naples, FL

Name of Owner: Pelican Isles Yacht Club

Owner Contact: Ali Feezor

Telephone No: 239-566-1606

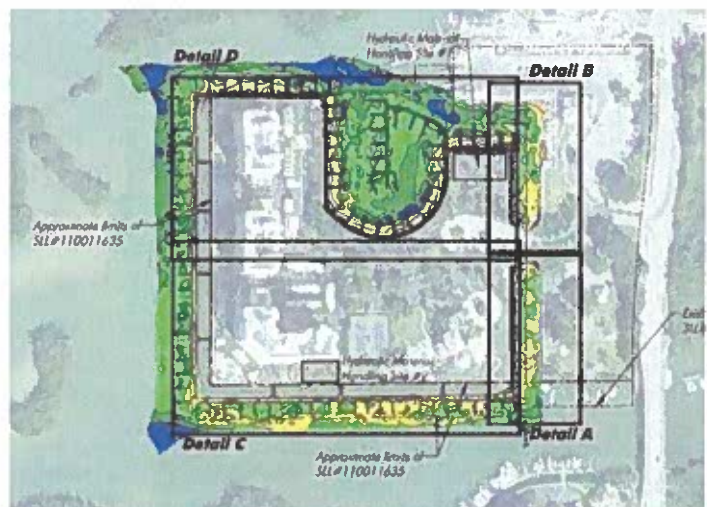
Project Value: \$1,006,000.00



SLIP LAYOUT



DREDGE DESIGN



Justin James Project Hammerhead Canal

SCOPE:

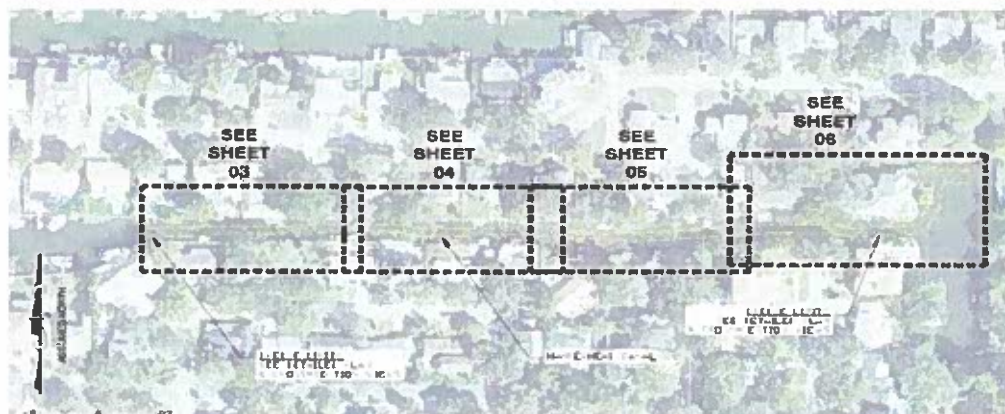
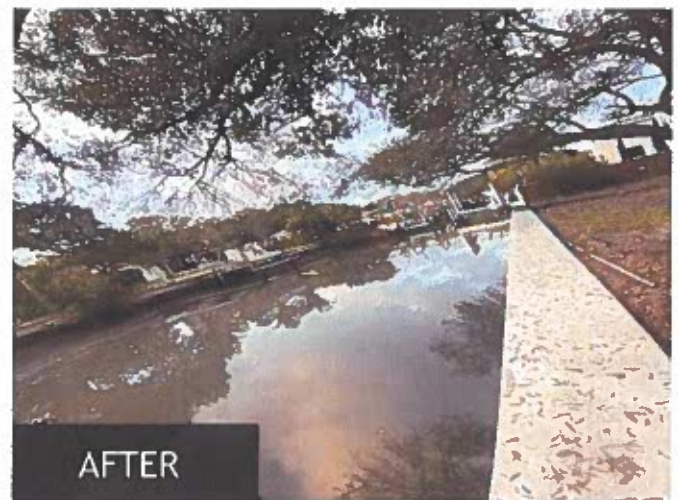
On September 15, 2022, Justin James and other neighbors executed a \$342,190 contract for 2,363 cubic yards of unconsolidated material to be removed to a depth of -4.0 ft-MLW in their Hammerhead Canal. The project was performed with a 6-inch hydraulic dredge that pumped the dredge material into dewatering trucks that were staged in the street. The trucks then hauled the material offsite to a local approved disposal site. The project took approximately 2 months to complete once all permits were obtained.

Project Location: Tampa, FL

Name of Owner: Justin James and Other Neighbors

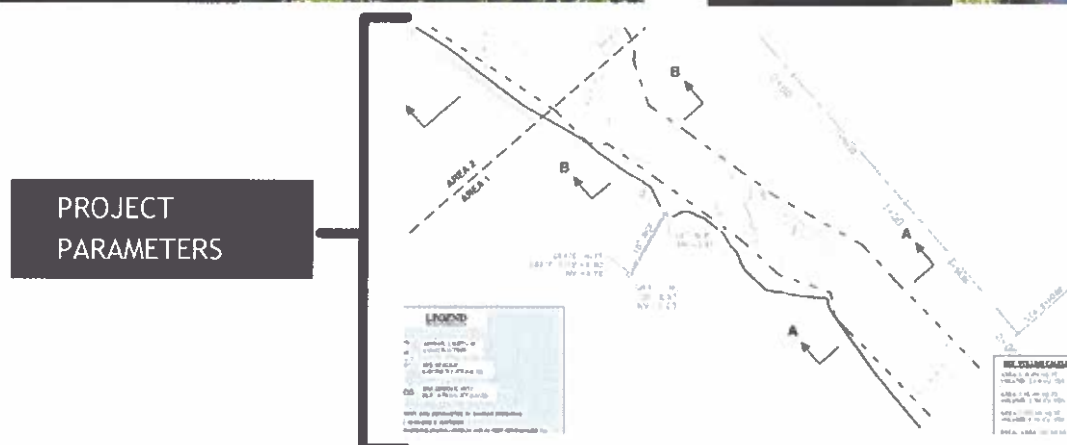
Telephone No: 813-885-4144

Project Value: \$342,190.00



The Town of Belleair awarded a contract to Bayside Dredging LLC in January 2023 in the amount of \$318,290. The project consists of removing sediment and vegetation accumulation within a 19,510 sq. ft. area. Total volume of removal is approximately 2,316 cu. yds. of material that's preventing the original design purpose of Harold Lake. The original design includes stormwater drainage from surrounding neighborhoods and communities.

Project Location:	Belleair, FL
Name of Owner:	Town of Belleair
Owner Contact:	Ashley Bernal Assistant to the Town Manager (727) 588-3769 ext. 244
Project Value:	\$318,290



**City of Pinellas Park
Stormwater Pond Cleanup Project**

SCOPE:

The City of Pinellas Park had several ponds with deficiencies that needed to be addressed. The ponds had erosion issues, invasive species overgrowth, and significant amounts of sediment build up that needed to be removed. Bayside Dredging handled everything from initial inspections, dredging, and hauling of material to an offsite approved disposal location.

Project Location: Pinellas Park, FL

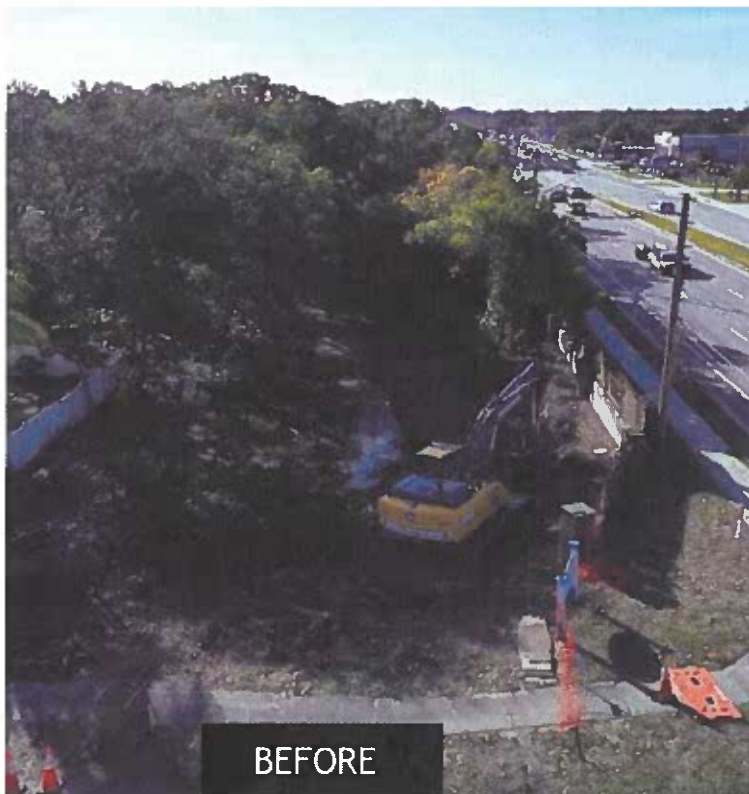
Name of Owner: The City of Pinellas Park

Owner Contact: Dylan Luke
Const. Serv. Sup.
City of Pinellas Park
6250 82nd Ave
Pinellas Park, FL 33781

Telephone No: 727-240-5152

Email Address: dluke@pinellas-park.com

Project Value: \$1,082,500.00



BEFORE



AFTER

**C-Squared CGC, Inc.
Manatee County -
Warner's Bayou Project**

SCOPE:

Manatee County had 22 outfalls that needed inspected and cleaned out from street run off. A total of 725cy was removed from all locations in total. The material was hydraulically dredged directly into dewatering trucks, then taken to a commercial facility to dry out. Once the material was dry, it was then re-handled, loaded, and hauled directly to the Manatee County Landfill to be properly disposed.

Project Location: Bradenton, Florida

Name of Owner: C-Squared CSC, Inc.

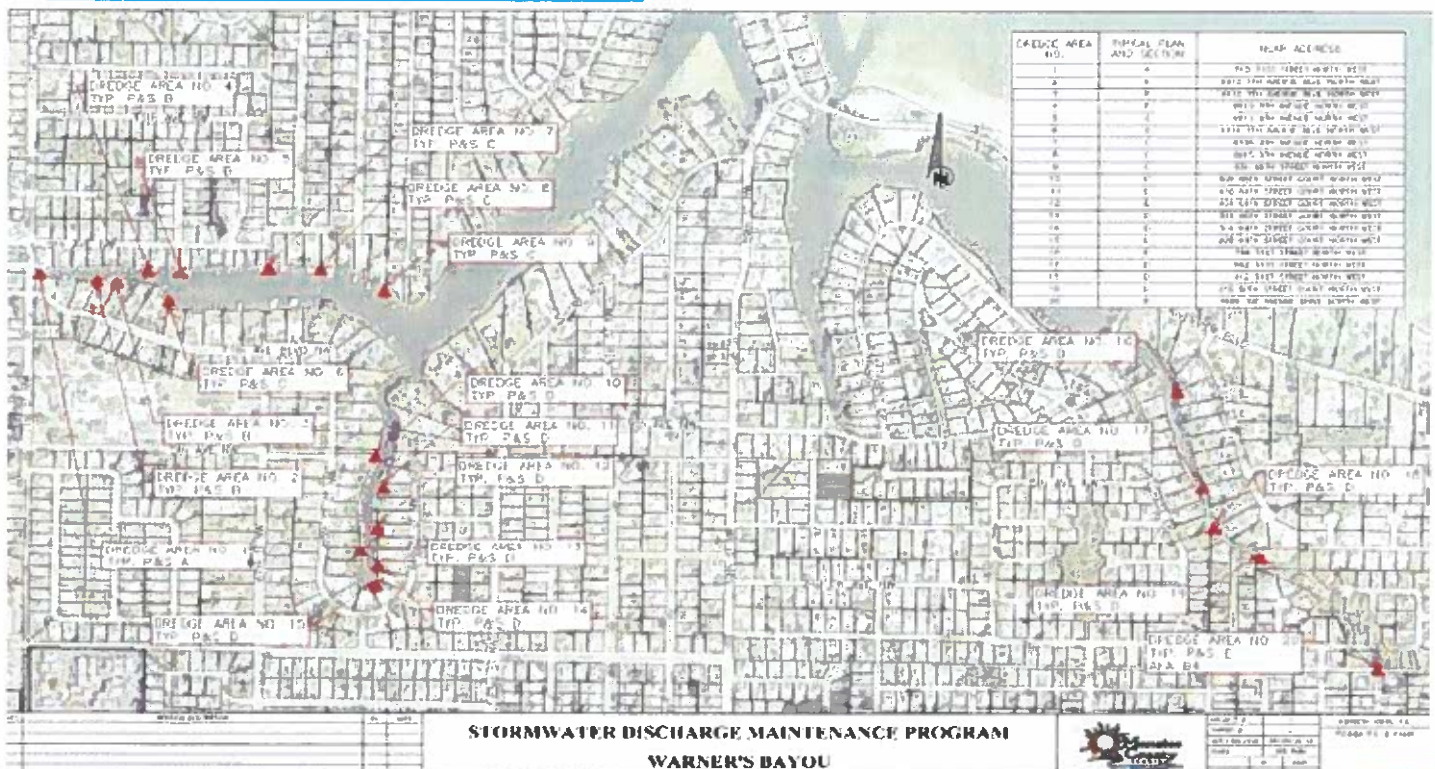
Owner Contact: Sean D'Agostino

Telephone No: 941-345-3093

Email Address: seand@c-squaredcgc.com.com

Project Value: \$223.350.00

WARNER'S BAYOU OUTFALL LOCATIONS



PROJECT NAME

**City Of Tampa
Hammerhead Canal**

SCOPE:

In February of 2023, the City of Tampa added a 2,087 cubic yard project of unconsolidated material, valued at \$325,050, to be removed to a depth of -5.0 ft-MLW in the eastern end of Hammerhead Canal. The project was performed with a 6-inch hydraulic dredge, that pumped the dredge material into dewatering trucks that were staged in the street. The trucks then hauled the material offsite to a local approved disposal site. The project took approximately 2 months to complete once all permits were obtained.

Project Location:	Tampa, Florida
Name of Owner:	City of Tampa, Florida, Florida
Owner Contact:	Michael Edson - Engineering Tech. III
Telephone No:	813-690-1898
Project Value:	\$325,050.00

HAMMERHEAD CANAL DREDGE DESIGN



Stormwater Maintenance Program Morgan Johnson Outfall

SCOPE:

The Stormwater Discharge Maintenance Program for Morgan Johnson consisted of dredging sediment from a stormwater outfall north of 43rd Ave E on Morgan Johnson Road in Bradenton, Florida.

This project consisted of dredging of 555 cubic yards of sediment from one stormwater outfall. The sediment was mechanically and hydraulically removed. The dredged sediment was dewatered and loaded onto trucks for hauling. The sediment being transported was hauled to the Manatee County Landfill.

Project Location: Manatee County, Florida

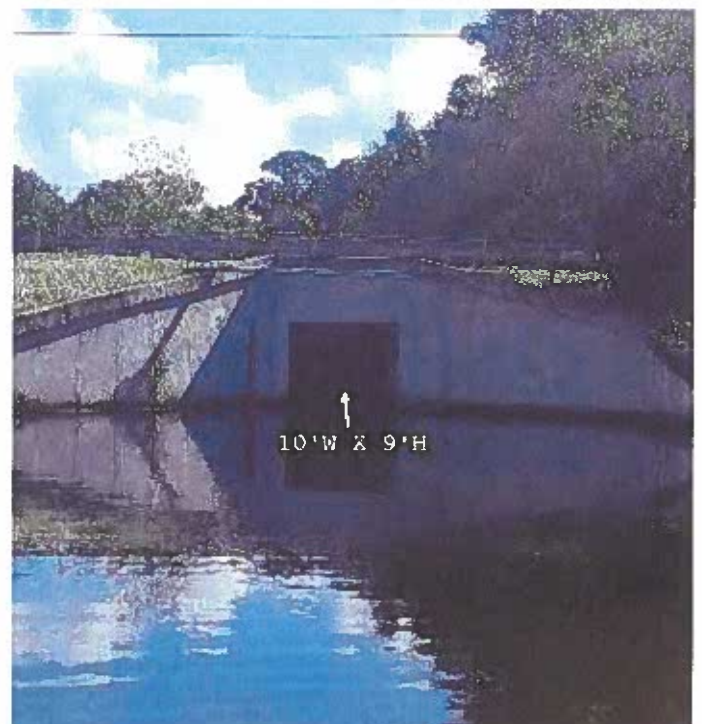
Name of Owner: Manatee County

Owner Contact: Robert Halbach
1022 26th Avenue Bradenton, FL 34208

Telephone No: 941.708.7450 ext. 7329

Email Address: robert.halbach@mymanatee.org

Project Value: \$173,615.75



SCOPE:

Marine Max was in need of depth for their larger vessels located on their outer slips. A pre-dredge survey was performed by Bayside Dredging to generate and quantify the amount of material needing to be removed to hit the 6ft MLW target depth. The 6,000cy of sediment was mechanically dredged with a mini excavator and hopper barge. The material was offloaded directly into dump trucks and hauled off-site to a commercial facility.

Project Location: Stuart, FL

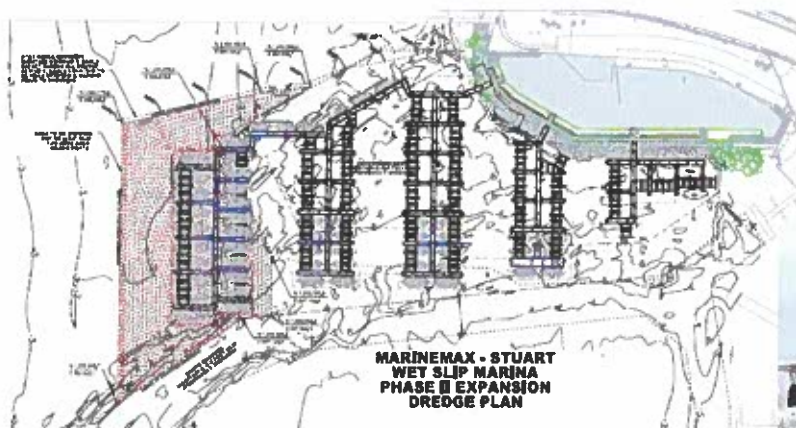
Name of Owner: Marine Max

Owner Contact: Midcoast Construction Enterprises, LLC
Jack Fulford
2370 SW Palm City Rd
Stuart, FL 34994

Telephone No: 813-309-2885

Email Address: jfulford@midcoastllc.com

Project Value: \$600,000.00



SCOPE:

The George English Park project consisted of the excavation the removal of 600cy +/- effluent and silt deposited into the lagoon as a result of two broken force mains. The dredge material was pumped into Geosynthetic dewatering bags. The effluent from the dewatering bags was then pumped through an inline ultraviolet (UV) light system to disinfect the organics without the use of chemicals before Bayside Dredging LLC the water was returned to the lagoon. The material captured in the geosynthetic dewatering bags were then hauled off site to an approved waste management facility.

During the course of this project, standard manatee conditions (version 2011) were adhered to for all in-water work. Prior to construction commencement, weighted floating turbidity curtains, extending to within one foot from the submerged bottom were utilized around the project area to ensure that any turbidity resulting from construction activities would be contained within the project boundaries. All water bodies, including any adjacent submerged aquatic vegetation outside the specific limits of construction were protected from erosion, siltation, sedimentation, and/or scouring.

Project Location: Ft. Lauderdale, FL

Name of Owner: The City of Ft. Lauderdale

Owner Contact: Todd Hiteshew
Environmental Compliance
Manager

Telephone No: 954-828-7807

Email Address: thiteshew@fortlauderdale.gov

Project Value: \$214,780.00



**Dredging Services
East Lake Channel Nutrient Removal**

SCOPE:

The Hillsborough County East Lake channel dredging and nutrient removal project consisted of dredging approximately 7551 CY of soft accumulated organic material.

The material consisted of fine-grained silts, clays, and organic material. The footprint of this project included several residential channels within the main waterbody of East Lake Channel. The material was mechanically removed and placed into hoppers where it was transferred to an onsite DMMA for dewatering and prepped for final disposal.

Project Location: Tampa, Florida

Name of Owner: Hillsborough County BOCC

Owner Contact: Pierre Valles, P.E.
Hillsborough County 9325 Bay
Plaza Blvd. Suite 201
Tampa, FL 33619

Telephone No: 813-307-1852

Email Address: vallesp@HCFLGov.net

Project Value: \$776,122.00



PROJECT NAME

Bay County Robinson Bayou Dredge Project

SCOPE:

The Robinson Bayou dredge project consisted of 977cy that needed to be dredged, dried, stored, and hauled to a County property. The project also included installing and maintaining all turbidity barriers and monitoring turbidity levels so as not to exceed 29 N.T.U.'s above natural background levels while dredging. As-built surveys were required upon completion of the dredging operation within Robinson Bayou and after cleanup of the spoil site. The project took 30 days to complete.

Project Location: Panama City, FL

Name of Owner: Bay County

Owner Contact: Luke Powell
Environmental
Coordinator
840 W. 11th St.
Panama City, FL 32401

Telephone No: 850-248-8304

Email Address: lpowell@baycountyfl.gov

Project Value: \$226,085



Bret Sapp

Address: Gulfport, FL 33707

Phone: 727-798-0238

Email: bret@baysidedredging.com

Experience

- **President, Bayside Dredging**
August 2022 - Present
- **Operations Manager, Gator Dredging**
August 2006 - August 2022
 - Worked on and managed over 1000 projects in the last 16 years
 - Overseeing multiple municipal and private projects at the same time and responsible for staffing of 120 employees on average throughout the year.
 - Lead Bid Estimator and responsible for the preparation of bid proposals and government submittals

Education

- **BS Environmental Science And Policy, University Of South Florida**

State Certified Marine Specialty Contractor SCC# 131152825

Fall 2008

Technical Skills/Certifications

- Microsoft Office 365 Software • Confined Space Certified
- QuickBooks Desktop • OSHA 10 Certified
- Trimble Hardware • PADI Certified
- Surveying in/out water elevations • TWIC Card
 - Turbidity Monitor and Trainer • Florida Phosphate Training

Key Project Experience

- Pinellas County-Lake Seminole Muck Removal Brevard County - Turkey Creek Muck Removal
- Kings Bay Restoration Project
- Florida Power & Light - Turkey Point Cooling Canal Dredging
- USACOE - Stevenson Creek Ecosystem Restoration
- City of Cape Coral - Citywide Master Canal Dredging
- Tierra Verde Island HOA - Shell Island Channel Dredging
- Tierra Verde Island HOA - Oceanview Channel Dredging
- City of Destin - Emergency Old Pass Lagoon Dredging
- City of Pinellas Park-Annual Pond Maintenance Dredging
- City of Tampa-Stormwater Annual Maintenance
- Caribbean Isles - Canal Dredging, Apollo Beach

Kevin Davis

Address: St. Petersburg, FL 33702

Phone: 813-785-1756

Email: kevin@baysidedredging.com

Experience

President of Engineering, Bayside Dredging

August 2022 - Present

- Responsible for the authorization of permits for marine construction through municipalities / state / federal levels.
- Implementing AutoCAD skills on a regular basis
- Collection of field data which includes bathymetric/topographic surveys, geotechnical analysis, and core boring collections.
- Project analysis and project projections.
- Responsible for setup and maintenance of computer hardware/software for computer usage.
- Carrying out processes for reconfiguring and networking new workstations.
- Server upkeep
- Troubleshooting software and hardware issues.

Project Engineer / I.T. Specialist, Gator Dredging

August 2010 - August 2022

- Responsible for the authorization of permits for marine construction through municipalities / state / federal levels.
- Implementing AutoCAD skills on a regular basis
- Collection of field data which includes bathymetric/topographic surveys, geotechnical analysis, and core boring collections.
- Responsible for setup and maintenance of computer hardware/software for computer usage.
- Carrying out processes for reconfiguring and networking new workstations.
- Server upkeep
- Troubleshooting software and hardware issues.

Education

B.S. Civil Engineering, University Of South Florida

Summer 2010

Technical Skills/Certifications

- AutoCAD CIVIL3D
- Microsoft Office 365 Software
- QuickBooks Desktop
- Surveying in/out water elevations
- Windows OS
- Trimble
- Software/Hardware
- GPS
- Office Pathfinder

John Schamp

Address: Odessa, FL 33556

Phone: 727-480-6390

Email: john@baysidedredging.com

Experience

- **Vice President, Bayside Dredging**
August 2022 - Present

- **Project Manager/ Estimator, Gator Dredging**
August 2015 - August 2022

- Worked on and managed over 700 projects in the last 11 years
- Overseeing multiple commercial and private projects at the same time and responsible for staffing of employees throughout the year.
- Estimator and responsible for the preparation of proposals for residential and commercial projects
- Communicating with accounting for project invoicing

- **Foreman/ Sales Associate, Gator Dredging**
August 2011 - August 2015

- Facilitated Large Canal, Marina, And Residential Dredging Project
- Maintained And Exceeded Project Deadlines
- Delegated Responsibilities To Ensure Project Effectiveness And Completion
- Communicated With New And Existing Clients To Discuss Pricing, Permitting, Operation Logistics, And
- Project Timeframes

Education

- **University of South Florida, St. Petersburg - Credits Obtained**
- **St. Petersburg College, St. Petersburg - Credits Obtained**

Technical Skills/Certifications

- Microsoft Office 365 Software
- QuickBooks Desktop
- Trimble Hardware
- Surveying in/out water elevations
- Turbidity Monitor and Trainer
- Confined Space Certified
- OSHA 10 Certified
- Florida Phosphate Training

Key Project Experience

- Pinellas County-Lake Seminole Muck Removal
- Manatee County-Highland Shores
- USACOE - Stevenson Creek Ecosystem
- Restoration Brevard County-Scottsmoore Landing Park
- City of Tampa-Eastlake Dredging Project
- City of Destin - Emergency Old Pass Lagoon Dredging
- City of Tampa-Stormwater Annual Maintenance
- Caribbean Isles - Canal Dredging, Apollo Beach

Garrett Ceslok

Address: Ft. Myers, FL 33920

Phone: 239-834-1843

Email: garrett@baysidedredging.com

Experience

Managing Partner, Bayside Dredging

August 2022 - Present

Superintendent, Gator Dredging

August 2012 - August 2022

- Worked on and managed over 500 projects in the last 10 years
- Overseeing multiple public and private projects at the same time and responsible for staffing of employees for each project
- Built relationships with customers and affiliated contractors to promote long term business

Technical Skills/Certifications

- Trimble Hardware • Confined Space Certified
- Surveying in/out water elevations • OSHA 10 Certified
- Turbidity Monitor and Trainer

Key Project Experience

- Lee County-Powell Creek
- Kings Bay Restoration Project
- Lake Martha Fuel Cleanup
- City of Naples-Lake Restoration Project
- City of Cape Coral - Citywide Master Canal Dredging
- City of Pensacola Stormwater Cleaning
- Manatee County-Bowless Creek Dredging
- Manatee County-Highland Shores
- City of Tampa-Stormwater Annual
- Maintenance Caribbean Isles - Canal Dredging, Apollo Beach



5035 Ulmerton Road Clearwater, FL 33760

Tel: 727.436.5044

Fax: 727-436-5003

www.baysidedredging.com



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE MARINE SPECIALTY CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SAPP, BRET A

BAYSIDE DREDGING LLC

5035 ULMERTON RD

CLEARWATER FL 33760

LICENSE NUMBER: SCC131152825

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



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PINELLAS COUNTY
SMALL BUSINESS ENTERPRISE
PROGRAM

THIS CERTIFICATE IS AWARDED TO

Bayside Dredging LLC

HAS SUCCESSFULLY COMPLETED THE
SBE Certification Requirements for:
Construction
Certification Expires:
12/29/2025



Approved:

12/30/2022

SIGNED: Coryn McCusker





The City of St. Petersburg

Small Business Enterprise Certification

This certificate is awarded to
Bayside Dredging LLC

SBE Certification Number:

This certificate is applicable in

NIGP 67053: Pipeline Equipment and Tools, Construction and Laying of the Pipeline NIGP 76016: Dredging Machines and Equipment
NIGP 91223: Construction, General: Backfill Services, Digging, Road Grading, Rock Stabilization, etc.
NIGP 91339: Construction, Pipe Culvert NIGP 91345: Construction, Sewer and Storm Drain NIGP 95926: Breakwater Construction, Maintenance,
and Repair NIGP 96239: Hauling Services NIGP 96833: Ditch Maintenance NIGP 96834: Dredging Services, The City of St. Petersburg

Certified: July 12, 2023

Expires: July 12, 2026

Stephanie Swinson

Stephanie Swinson, Esq.
Contracts Compliance Manager

727-893-4109

Stephanie.Swinson@stpete.org

In accordance with the City of St. Petersburg's Small Business Enterprise Ordinance #789-G, your business is certified as a Small Business Enterprise by the City of St. Petersburg. You will need to show proof of your new Occupational License each year, as well as renew your certification with this agency every three years. If at anytime the composition of the SBE status of your firm changes, you need to complete another SBE affidavit. The City of St. Petersburg Government reserves the right to terminate or cancel this certification at anytime when it is found that the composition of the Organization has changed and no longer meets the definition established for SBE certification.



**Board of County Commissioners
Economic Development Department
Minority and Disadvantaged Business Development**

Small Business Registration

Bayside Dredging LLC

HC-2114/23

Valid from July 6, 2023 - July 6, 2025

Approved Lines of Business:

Contractor - Certified Marine Specialty, Environmental Restoration, Marine Engineering, Permitting, And Dredging Needs

**Theresa Kempa, Manager, MCA
Minority & Small Business Enterprises Division**



BAYSDRE-01

DASBURY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/14/2023

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

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

PRODUCER Construction Casualty Insurance, LLC 3637 4th Street North Suite 310 Saint Petersburg, FL 33704	CONTACT NAME: Certificates	
	PHONE (A/C, No, Ext): (727) 502-2190	FAX (A/C, No):
INSURED Bayside Dredging LLC 5035 Ulmerton Rd Clearwater, FL 33760	E-MAIL ADDRESS: certs@cci-ins.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Continental Casualty Insurance Company	
	INSURER B: Clear Blue Insurance Company	
	INSURER C: Mitsui Sumitomo Insurance Company Ltd	
	INSURER D: Manufacturers Alliance Insurance Company	
INSURER E: American Longshore Mutual Association, Ltd.		
INSURER F: Homeland Insurance Company of New York		
NAIC #		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	X	H0877660-01	8/12/2023	8/12/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	AQ1YFL002855-01	8/12/2023	8/12/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 25,000	X	X	OLM2510569	8/12/2023	8/12/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	1406255Y	8/12/2023	8/12/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	USL&H		X	ALMA-081122-022457-02	8/12/2023	8/12/2024	each accident \$ 1,000,000
F	Pollution Liability			7930120890001	8/12/2023	8/12/2024	Aggregate/Occurrence \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
When required by written contract, the certificate holder is listed as additional insured, on a primary non-contributory basis, with regard to the General Liability policy and is included as an additional insured on the Auto policy. A waiver of Subrogation applies on the Marine Package Policy (General Liability/Hull/P&I), Auto, Workers Compensation, and USL&H policies. Excess policy is follow form.

USL&H Workers Compensation coverage detail:
Employers Liability:
Each accident \$1,000,000
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER	CANCELLATION
For Informational Purposes Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Construction Casualty Insurance, LLC		NAMED INSURED Bayside Dredging LLC 5035 Ulmerton Rd Clearwater, FL 33760	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

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

Description of Operations/Locations/Vehicles:

Disease policy limit: \$1,000,000

Disease - Each Employee: \$1,000,000

Vessel Pollution Policy: Policy Number V-18000-23

Effective date: 8/12/2023 - Expiration date: 8/12/2024

Insurance Carrier: Safe Harbor Insurance Company

General Aggregate: \$1,000,000

Each occurrence: \$1,000,000

Equipment Floater Coverage: Policy#H0877660

Effective date: 8/12/2023 - Expiration date: 8/12/2024

Insurance Carrier: Continental Casualty Insurance Company

Leased/Rented/Borrowed limit: \$140,000

HULL & Protection & Indemnity Coverage: Policy#H0877660

Effective date: 8/12/2023 - Expiration date: 8/12/2024

Insurance Carrier: Continental Casualty Insurance Company

Hull & Machinery TIV - \$470,000

P&I - General Aggregate: \$1,000,000

Jones Act Coverage is afforded under Protection and Indemnity (PI) portion of the policy under Crew Coverage.

THE CITY OF SANIBEL - SHELL HARBOR ENTRANCE CHANNEL AND CANAL DREDGING PROJECT
BID OPENING APRIL 18, 2024 @2:30 PM

Base Bid - Shell Harbor 2024 Dredging Project					
Item No.	Description	Quantity		Unit Price	Total Price
1A	Mobilization and Construct/remove off-load site structure 2023/2024	1	LS	\$40,000.00	\$40,000.00
1B	Dredge Shell Harbor Canal Entrance 2023/2024	2,000	CY	\$75.00	\$150,000.00
2A	Mobilization and Construct/remove off-load site structure 2024/2025	1	LS	\$45,000.00	\$45,000.00
2B	Dredge Shell Harbor Canal Entrance 2024/2025	2,000	CY	\$75.00	\$150,000.00
3A	Mobilization and Construct/remove off-load site structure 2025/2026	1	LS	\$50,000.00	\$50,000.00
3B	Dredge Shell Harbor Canal Entrance 2025/2026	2,000	CY	\$75.00	\$150,000.00
Base Bid - Total for all 3 years of Shell Harbor Entrance Channel work used for low bidder award (enter this amount on proposal page 1, P-1)=					585,000.00
Alternate Bid Items - Additional Potential Alternate Dredge Sites (mobilization item from above will be used if dredged separately from Shell Harbor)					
Alt - 1	Dredge Shell Harbor and/or Sanibel Estates Canal 2023/2024	2,000	CY	\$90.00	\$180,000.00
Alt - 2	Dredge Shell Harbor and/or Sanibel Estates Canal 2024/2025	2,000	CY	\$90.00	\$180,000.00
Alt - 3	Dredge Shell Harbor and/or Sanibel Estates Canal 2025/2026	2,000	CY	\$90.00	\$180,000.00
Alt - 4	Dredge Sanibel Isles 2023/2024	2,000	CY	\$100.00	\$200,000.00
Alt - 5	Dredge Sanibel Isles 2024/2025	2,000	CY	\$100.00	\$200,000.00
Alt - 6	Dredge Sanibel Isles 2025/2026	2,000	CY	\$100.00	\$200,000.00
Alt - 7	Dredge Sanibel Harbours 2023/2024	2,000	CY	\$95.00	\$190,000.00
Alt - 8	Dredge Sanibel Harbours 2024/2025	2,000	CY	\$95.00	\$190,000.00
Alt - 9	Dredge Sanibel Harbours 2025/2026	2,000	CY	\$95.00	\$190,000.00
Alt - 10	Dredge Material Around Emergency Services Dock 2023/2024	800	CY	\$90.00	\$72,000.00
Alt - 11	Dredge Material Around Emergency Services Dock 2024/2025	800	CY	\$90.00	\$72,000.00
Alt - 12	Dredge Material Around Emergency Services Dock 2025/2026	800	CY	\$90.00	\$72,000.00

City Fiscal Year runs October 1 to September 30th. Example: 2023/2024: 10/1/2023-9/30/2024

Shell Harbor Entrance Channel and Canal Dredging Project				Bayside Dredging LLC		K&M Industrial LLC		Kelly Brothers	
item no.	Description	Quantity		Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1A	Mobilization and Construct/remove off-load site structure 2023/2024	1	EA	\$40,000.00	\$40,000.00	\$66,000.00	\$66,000.00	\$94,930.00	\$94,930.00
1B	Dredge Shell Harbor Canal Entrance 2023/2024	2000	CY	\$75.00	\$150,000.00	\$84.90	\$169,800.00	\$81.00	\$162,000.00
Total for 2023/2024 Shell Harbor					\$190,000.00		\$235,800.00		\$256,930.00
2A	Mobilization and Construct/remove off-load site structure 2024/2025	1	EA	\$45,000.00	\$45,000.00	\$66,000.00	\$66,000.00	\$94,930.00	\$94,930.00
2B	Dredge Shell Harbor Canal Entrance 2024/2025	2000	CY	75	\$150,000.00	\$84.90	\$169,800.00	\$83.00	\$166,000.00
3A	Mobilization and Construct/remove off-load site structure 2025/2026	1	EA	\$50,000.00	\$50,000.00	\$66,000.00	\$66,000.00	\$96,828.60	\$96,828.60
3B	Dredge Shell Harbour Canal Entrance 2025/2026	2000	CY	\$75.00	\$150,000.00	\$84.90	\$169,800.00	\$83.00	\$166,000.00
Base Bid - Total for all 3 years of Shell Harbor Entrance Channel work used for low bidder award (enter this amount on proposal page 1, P-1)=					\$585,000.00		\$707,400.00		\$780,688.60
Alternate Bid Items - Additional Potential Alternate Dredge Sites (mobilization item from above will be used if dredged separately from Shell Harbor)									
Alt-1	Dredge Shell Harbor and/or Sanibel Estates Canal 2023/2024	2000	CY	\$90.00	\$180,000.00	\$85.60	\$171,200.00	\$81.00	\$162,000.00
Alt-2	Dredge Shell Harbor and/or Sanibel Estates Canal 2024/2025	2000	CY	\$90.00	\$180,000.00	\$85.60	\$171,200.00	\$86.00	\$172,000.00
Alt-3	Dredge Shell Harbor and/or Sanibel Estates Canal 2025/2026	2000	CY	\$90.00	\$180,000.00	\$85.60	\$171,200.00	\$87.00	\$174,000.00
Alt-4	Dredge Sanibel Isles 2023/2024	2000	CY	\$100.00	\$200,000.00	\$84.15	\$168,300.00	\$84.00	\$168,000.00
Alt-5	Dredge Sanibel Isles 2024/2025	2000	CY	\$100.00	\$200,000.00	\$84.15	\$168,300.00	\$85.00	\$170,000.00
Alt-6	Dredge Sanibel Isles 2025/2026	2000	CY	\$100.00	\$200,000.00	\$84.15	\$168,300.00	\$87.00	\$174,000.00
Alt-7	Dredge Sanibel Harbours 2023/2024	2000	CY	\$95.00	\$190,000.00	\$82.04	\$164,080.00	\$81.00	\$162,000.00
Alt-8	Dredge Sanibel Harbours 2024/2025	2000	CY	\$95.00	\$190,000.00	\$82.04	\$164,080.00	\$83.00	\$166,000.00
Alt-9	Dredge Sanibel Harbours 2025/2026	2000	CY	\$95.00	\$190,000.00	\$82.04	\$164,080.00	\$84.00	\$168,000.00
Alt-10	Dredge Material Around Emergency Services Dock 2023/2024	800	CY	\$90.00	\$72,000.00	\$99.22	\$79,376.00	\$81.00	\$64,800.00
Alt-11	Dredge Material Around Emergency Services Dock 2024/2025	800	CY	\$90.00	\$72,000.00	\$99.22	\$79,376.00	\$84.00	\$67,200.00
Alt-12	Dredge Material Around Emergency Services Dock 2025/2026	800	CY	\$90.00	\$72,000.00	\$99.22	\$79,376.00	\$85.00	\$68,000.00
City Fiscal Year runs October 1 to September 30th. Example: 2023/2024: 10/1/2023-9/30/2024									