

**ISLE OF PALMS SPECIAL DISTRICT  
JACKSONVILLE, FLORIDA**

**MAINTENANCE DREDGING PROJECT  
BID PACKAGE**

**Sealed Bid and a Description of Means and Method  
for the project shall be submitted by:  
Wednesday, September 8, 2020, at 2:00 PM EST.**

PHONE AND INFORMATION INQUIRIES REGARDING THIS  
SOLICITATION SHOULD BE MADE TO THE FOLLOWING:

ISLE OF PALMS SPECIAL DISTRICT  
PAUL RAUDENBUSH  
BOARD OF SUPERVISORS

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# DREDGING MAINTENANCE SERVICES

## 1. SECTION 01 - INTRODUCTION

### 1.1. SCOPE OF PROJECT

- 1.1.1. The Isle of Palms Special District (DISTRICT) is seeking qualified contractors interested in performing maintenance dredging services on the Isle of Palms Canal System in Jacksonville, Florida. The planned maintenance dredging will remove approximately 88,300 cubic yards of material from the *center channel only* to -5' Mean Low Water datum (MLW) with 1' of overdredge (total target dredging depth of -6' MLW). The CONTRACTOR shall be responsible for transporting and depositing the dredged material at the Harbour Waterway Special District upland spoil site (HWSD) located on Reed Island. The anticipated date for written notice to proceed by the District to the selected contractor to begin construction on the project is November 11, 2020. Contractor shall mobilize and commence work within ninety (90) days of issuance of the notice to proceed, and work shall be substantially complete on the project no later than twelve (12) months after mobilization and commencement of work.
- 1.1.2. A non-mandatory pre-bid meeting of contractors will be held August 12, 2020 at 6:30 p.m.
- 1.1.3. All Bids must be sealed and must be received on or before 2:00 PM on **September 8, 2020**, at the law offices of Lewis, Longman, & Walker Attention: Wayne Flowers, 245 Riverside Avenue, Suite 510, Jacksonville, Florida, 32202. All Bids become the property of the DISTRICT and will not be returned to the Bidder.
- 1.1.4. Applicants / Bidder shall include the Bid Price Sheets in their Bid along with supporting documentation as required.
- 1.1.5. If you have any questions regarding this process, please contact the Isle of Palms Special District Board of Supervisors Member, Paul Raudenbush, via email at Paul.Raudenbush@haskell.com.

### 1.2. GENERAL INSTRUCTIONS

- 1.2.1. In this document, an **"Applicant" or "Bidder"** is a Prime CONTRACTOR interested in providing Dredging Maintenance Services for the DISTRICT.
- 1.2.2. In this document, the DISTRICT is the Isle of Palms Special District.
- 1.2.3. The entire bid package, including all appendices and the bid submitted by the CONTRACTOR, are incorporated in the Contract and constitute the terms of the Contract.
- 1.2.4. To bid on the Isle of Palms Channels 2020 Maintenance Dredging Project, the Applicant must demonstrate that the management/technical experience and ability to perform Dredging Maintenance Services along with other requirements set out herein are met.
- 1.2.5. All costs and expenses or losses which Applicants and/or their subcontractors may incur in connection with bidding shall be borne solely by them.
- 1.2.6. Evaluation of the Bids will be done on the basis of the information presented by Applicants in the Bid and in any attachments or supplements specifically required herein and on the basis of further information obtained by the DISTRICT at their sole discretion from third parties (for example, Bankers, CONTRACTORS, References, Owners or Consulting ENGINEERS in connection with work performed by applicants).

- 1.2.7. Applicants shall explicitly authorize the DISTRICT to obtain information from references whose names are listed in the Bid.
- 1.2.8. The DISTRICT may, at its sole discretion, between the time of the Bid submission and the time of the award of a contract, examine, clarify, verify and/or evaluate all matters relating to the activities of the Applicant. Further, the DISTRICT retains the right to re-examine, seek clarifications of, verify and/or re-evaluate the contents of all materials and/or information presented or acquired by it to determine the eligibility of the Bidder. Thus, each Applicant should ensure that the documentation furnished contains the information which is requested (or which will be requested) as fully and as accurately as is possible.
- 1.2.9. In case discrepancies are found in the information submitted, the Bid will be considered unsatisfactory, and the Applicant not eligible to bid until such discrepancies have been satisfactorily explained or resolved. In this respect, the DISTRICT may enter into discussions with Applicants when necessary to seek clarification.
- 1.2.10. Failure to provide information that is essential to evaluate the Applicant's qualifications or to provide timely clarification or substantiation of the information supplied may result in disqualification of the Applicant.
- 1.2.11. The criteria and evaluation factors include, but are not limited to: The credibility of the Applicant; their experience; general expertise; qualifications and areas of specific expertise; recommendations from prior customers on previous projects by the Applicant or as a Subcontractor; and their management, structure, resources, the extent to which resources will be used, financial capability and other work in hand.
- 1.2.12. The DISTRICT will award a contract to the responsive and responsible Bidder, price, and other factors considered. The DISTRICT will award one contract for this project. The Board of the DISTRICT, in its sole discretion, reserves the right to reject any and all bids and to waive informality concerning bid proposals whenever such rejection or waiver is in the best interest of the DISTRICT. Nothing contained shall place a duty upon the DISTRICT to reject bids or award a Contract based upon anything other than their sole discretion, as described herein.
- 1.2.13. Bidders / Applicant must meet all of the following minimum pass-fail criteria for Dredging Maintenance Services.
- 1.2.14. Substantial performance/payment bonds and insurances will be required prior to the award of maintenance dredging contract.
- 1.2.15. Knowledge of Conditions - At the time of the proposal, each Bidder will be presumed to have read and to be thoroughly familiar with the specifications of this RFP. The Bidder shall satisfy himself as to the nature of the work and general and local conditions. He or she shall gain full knowledge of working conditions and other facilities in the area, which will have a bearing on the performance of his or her work. Any failure by the Bidder to acquaint himself/herself with all of the available information shall not relieve the Bidder from any responsibility for performing all work properly. No additional compensation shall be allowed for conditions increasing the Bidder's cost, which were not known, or should have been known, or anticipated by, that Bidder when submitting their Cost Proposal.
- 1.2.16. Description of Means and Methods of Project Completion. The DISTRICT may consider non-responsive any proposal not prepared and submitted in accordance with the provisions hereof. Bidders shall understand that the DISTRICT will not be responsible for any errors or omissions by the Bidder in the presentation of the response.
- 1.2.17. Protest Regarding Specifications - Any prospective Bidder shall have 5 business days after receipt or publication of these bid specification or 48 hours after the posted date and time of a pre-bid conference, whichever is earlier, or 48 hours after the posting of an addendum, in which to file a written notice of protest in order to timely challenge the requirements, terms and/or

conditions contained in the bid documents, including, without limitation any provision governing or establishing: (i) the basis for making the award in question; (ii) evaluation criteria; (iii) equipment, product or material specifications; (iv) proposed project schedules; or (v) other general solicitation or project requirements.

- 1.2.18. Protest Regarding Bid Award - Any Bidder shall have 48 hours following either the posting or written notification of a decision or intended decision, whichever is earlier, in which to file a written notice of protest in order to timely challenge or seek relief from a decision or recommended decision of the DISTRICT regarding award of a contract under this bid solicitation, including without limitation: (i) a recommendation to reject a bid; (ii) a Contract award; or (iii) the shortlisting of Bidders. Failure to timely file a protest according to this section shall constitute a waiver of any Bidder's right to protest the decision in question.

### **1.3. DEFINITIONS**

- 1.3.1. The following terms are used herein:

DISTRICT – Isle of Palms Special District

CONTRACTOR – Selected Contractor

ENGINEER – Owner's Engineer, Engineer of Record

CONTRACT MANAGER –Representative to be identified by the DISTRICT

RFP – Request for Proposals

HWSD – Harbour Waterway Special District

HWSD UPLAND SPOIL SITE-an upland dredge spoil disposal site at Reed Island in Jacksonville, Florida, owned and managed by the HWSD.

NOTICE TO PROCEED-written directive from the District to the Contractor to begin mobilization and construction on the project.

EXCESSIVE DEPTH-any material removed by Contractor above the specified overdredge amount or outside the specified dredge profile.

SUBSTANTIAL COMPLETION-the point at which all dredging work is completed and all dredged material delivered to the HWSD Upland Spoil Site.

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## **2. SECTION 02 - GENERAL QUALIFICATION CRITERIA**

### **2.1. GENERAL**

- 2.1.1. The qualification will be based on Applicants meeting all the following minimum pass-fail criteria detailed in the Bid:
  - 2.1.1.1. General Dredging Experience (Section 2.2)
  - 2.1.1.2. Particular Dredging Experience (Section 2.3)
  - 2.1.1.3. Financial Capabilities (Section 2.4)
  - 2.1.1.4. Personnel Capabilities (Section 2.5)
  - 2.1.1.5. Equipment Capabilities (Section 2.6)
  - 2.1.1.6. Litigation History (Section 2.7)
  - 2.1.1.7. Public Entity Crimes (Section 2.8)
- 2.1.2. The company must have been doing business under the same name for at least three (3) years or provide documentation in writing that a change of name had no effect on the structure of the organization, financial status, management, or ability of the Applicant to perform satisfactorily.

### **2.2. GENERAL DREDGING EXPERIENCE**

- 2.2.1. The Applicant shall provide evidence that it has been actively engaged in the Maintenance Dredging Services business for at least the period stated in the Bid (Section 2.10) immediately prior to the date of submission of Bid, in the role of Prime CONTRACTOR, Management CONTRACTOR, or Subcontractor, and that the Applicant has performed average dredging volumes during the period equal to or greater than the amount stated in the Bid (Section 2.10).

### **2.3. PARTICULAR DREDGING EXPERIENCE**

- 2.3.1. The Applicant shall provide evidence that it has successfully or substantially completed at least the number of projects required herein (Section 2.10), that the nature, complexity, of the cited projects required dredging experience similar to the proposed work. The work may have been executed by the Applicant as a Prime CONTRACTOR, Management CONTRACTOR, or Subcontractor, with references being submitted to confirm satisfactory performance.
- 2.3.2. Experience information provided with the Bid may be verified by contact with the firm(s) or person(s) for whom the CONTRACTOR has performed similar work.

## **2.4. FINANCIAL CAPABILITIES**

- 2.4.1. The Applicant shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements for the subject contract(s) in the event of a stoppage, start-up, or other delays in payment, of the minimum estimated amount \$250,000, net of the Applicant's commitments for other contracts.
- 2.4.2. In the relevant forms, the Applicant shall also demonstrate, to the satisfaction of the DISTRICT, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.
- 2.4.3. The Audited Financial Statements required by the DISTRICT for the two (2) most recent annual fiscal years shall be submitted and must demonstrate the current soundness of the Applicant's financial position and indicate its prospective long-term profitability. If deemed necessary, the DISTRICT shall have the authority to make inquiries with the Applicant's bankers and/or others with information concerning the financial standing of the Applicant.

## **2.5. PERSONNEL CAPABILITIES**

- 2.5.1. The Applicant shall supply general information on the management structure of the firm.
- 2.5.2. Applicants must submit the resume(s) of the Principal Supervisory or Project Manager proposed for the Isle of Palms Maintenance Dredging Project with a minimum of five (5) years of experience in that capacity. In addition, if the Applicant satisfied this requirement through a sub-contract, please list this information in the work history section of the Bid.

## **2.6. EQUIPMENT CAPABILITIES**

- 2.6.1. The Applicant shall own or have assured access (through hire, lease, purchase agreement, other commercial means, or approved subcontracting) to critical items of equipment, in full working order, as a condition precedent to the signing of a contract with the DISTRICT. That is, it must at that time demonstrate that, based on known commitments, the equipment will be available for timely use in the proposed Contract.

## **2.7. LITIGATION HISTORY**

- 2.7.1. The Applicant shall provide accurate information on the Bid about any litigation or arbitration resulting from contracts completed or on-going under its execution over the last five years. A consistent history of litigation awards against the Applicant may result in rejection of the Bid.

## **2.8. PUBLIC ENTITY CRIMES**

- 2.8.1. Any person submitting a bid or proposal in response to this invitation certifies that they are aware of and in compliance with all requirements under Section 287.133, Florida Statutes, On Public Entity Crimes. Prior to award, the recommended Bidder may be required to submit a sworn statement attesting to compliance with the said statute.
- 2.8.2. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any



public entity in excess of the threshold amount provided in s. 287.017 for Category Two for a period of 36 months following the date of being placed on the convicted vendor list.

## **2.9. RIGHT TO WAIVE**

- 2.9.1. The DISTRICT reserves, in the exercise of its discretion, the right to waive minor deviations in the qualification criteria, if they do not materially affect the capability of an Applicant to perform the work.

## **2.10. MAINTENANCE DREDGING: THRESHOLD CRITERIA**

- 2.10.1. The CONTRACTOR must have been continuously in operation over the past five (5) years. The CONTRACTOR must have completed a minimum of three (3) dredging projects exceeding 50,000 cubic yards, which must include at least one (1) of 75,000 cubic yards or more, in the last five (5) years.
- 2.10.2. The proposed CONTRACTOR must also demonstrate experience in mechanical and/or hydraulic dredging of fine-grained sediments and transporting dredged sediments to a final disposal site, including compliance with water quality requirements of local authorities.
- 2.10.3. As one of the threshold requirements, the proposed CONTRACTOR shall declare, on the Bid, that he/she owns and/or will be able to provide all the required equipment for carrying out the dredging work.

## **2.11. RESPONSIBILITY OF THE CONTRACTOR FOR THE SUPPLY OF ALL DOCUMENTATION**

- 2.11.1. It is hereby emphasized again that the Applicant CONTRACTOR shall be responsible for supplying to the DISTRICT and for the DISTRICT's verification and examination of all documentation called for in the bid documents, including the documentation concerning major subcontractor(s) of the CONTRACTOR.

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### 3. SECTION 03 – GENERAL PROVISIONS

#### 3.1. INDEMNIFICATION

- 3.1.1. The Contractor shall, in addition to any other obligation, indemnify the DISTRICT and to the fullest extent permitted by Florida law, protect, defend, indemnify and hold harmless the DISTRICT, their agents, and officials from and against all claims, actions, liabilities, losses, costs arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting from or claims to have resulted in whole or in part from any actual or alleged act or omission of the consultant, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administration order, rule, regulation or infringement of patent rights by the firm in the performance of the work; or liens, claims or actions made by the firm or any subcontractor or other party performing the work.

#### 3.2. INSURANCE REQUIREMENTS

- 3.2.1. The selected CONTRACTOR shall maintain, at all times, the following minimum levels of insurance and; shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverage's and amounts of coverage not less than those set forth below by the DISTRICT, and including insurance requirements specified by the HWSD rules and regulations for the HWSD Upland Spoil Site and shall provide to the DISTRICT original Certificates of Insurance satisfactory to the DISTRICT to evidence such coverage before any work commences. The DISTRICT must be named as an additional insured with respect to liability arising from the work from this RFP for Automobile and General Liability policies of insurance, excluding workers' compensation and professional liability. The selected CONTRACTOR must also provide a waiver of subrogation with regards to liability arising from the work from this RFP for Automobile, General Liability, and Employers Liability policies of insurance. All insurance coverage shall be written with a company having an A.M. Best Rating of at least the "A" category and size category of VIII. The CONTRACTOR's self-insured retention or deductible per line of coverage shall not exceed \$25,000 without the permission of the DISTRICT. The Certificates must clearly state that the DISTRICT and the HWSD, is an additional named insured with respect to liability arising from work described in this RFP. Such certificates of insurance will provide that there shall be no termination, non-renewal modification, or expiration of such coverage without thirty (30) calendar day's prior written notice to the DISTRICT. In the event of any failure by the CONTRACTOR to comply with the provisions, the DISTRICT may, at its option, on notice to the CONTRACTOR suspend the project for cause until there is full compliance. Alternatively, the DISTRICT may purchase such insurance at the CONTRACTOR's expense, provided that the DISTRICT shall have no obligation to do so, and if the DISTRICT shall do so, the CONTRACTOR shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

##### 3.2.1.1. Minimum Requirements

###### **Commercial General Liability- Occurrence Form**

\$1,000,000 each occurrence  
\$2,000,000 general aggregate  
\$2,000,000 products and completed aggregate.  
\$500,000 Fire Legal Liability  
\$1,000,000 advertising injury

###### **Commercial Auto**

\$1,000,000 Combined Single Limit  
Statutory PIP 10/20/10

**Workers' Compensation and Employer's Liability** (including appropriate Federal Acts)  
1M/1M/1M

**Site Specific Pollution Liability**  
\$1,000,000 minimum  
\$2,000,000 aggregate

**Umbrella or Excess Liability**  
\$1,000,000 (Umbrella must go over GL, Auto, & WC)

**Longshoremen's Insurance**  
\$1,000,000 minimum

**Marine Protection and Indemnity Insurance**  
\$1,000,000 each occurrence  
\$2,000,000 aggregate

- 3.2.2. Compliance with these insurance requirements shall not relieve or limit the CONTRACTOR's liabilities and obligations under this Contract. Failure of the DISTRICT to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the DISTRICT to identify a deficiency from the evidence provided will not be construed as a waiver of the CONTRACTOR's obligation to maintain such insurance.

### **3.3. PERFORMANCE and PAYMENT BOND**

- 3.3.1. The successful CONTRACTOR shall furnish to the DISTRICT, and keep current, a performance and payment bond for the faithful performance of the Contract and all obligations arising hereunder in the amount of One Hundred Percent (100%) of the Project Cost in a form acceptable to the DISTRICT. The Performance and Payment Bond shall be executed by a surety company licensed to do business in the State of Florida, having an "A" or better rating by A.M. Best or Standard and Poor's and included on the list of surety companies approved by the Treasurer of the United States.

### **3.4. DAMAGE TO WORK**

- 3.4.1. The sole responsibility for damage to any part the breakwater, bulkheads, docks, submerged or buried pipelines, or other structures shall be repaired at the CONTRACTOR's expense. Except as herein provided, damage to all utilities, materials, equipment, and plant shall be repaired to the satisfaction of the Contract Manager at the CONTRACTOR's expense, regardless of the cause of such damage.

### **3.5 SAFETY PROVISIONS**

- 3.4.2. Federal Safety and Health Standards: It is a condition of this Contract and shall be made a condition of each subcontract entered into pursuant to this Contract, that the CONTRACTOR and any Subcontractor shall not require any laborer or mechanic employed in the performance of the Contract to work in surroundings or working under conditions, which are unsanitary, hazardous, or dangerous to his health or safety, as determined under construction safety and health standards (Title 29, Code of Federal Regulations, Part 1518, published in the Federal

Register on 04/17/71) promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (83 Stat. 96).

- 3.4.3. Copies of these safety and health regulations may be obtained from the United States Department of Labor, Post Office Box 35062, Jacksonville, FL 32202. The Department of Labor office is located in the US Federal Office Building, 440 West Bay Street, Jacksonville, Florida; phone number (904) 791-2895.
- 3.4.4. Safety and Health Plan and Inspections: The CONTRACTOR shall develop and maintain a written Health and Safety Plan, which allows the Work to be performed in compliance with all applicable laws, ordinances, rules, and regulations of any government agency having jurisdiction over the safety of personnel or property.
- 3.4.5. The CONTRACTOR shall institute a daily inspection program to assure that the requirements of the Health and Safety Plan are being fulfilled. Inspections shall include the nature of deficiencies observed, corrective action taken or to be taken, the location of inspection, date, and signature of the person responsible for its contents. The results of the inspections shall be recorded on Daily Progress Reports and kept at the Project Site during the Work.
- 3.4.6. The Health and Safety Plan shall be submitted to the ENGINEER at least 14 days prior to the Pre-Construction Conference. The CONTRACTOR shall incorporate the Health and Safety Plan into the Work Plan. The County and ENGINEER are not responsible for the adequacy of this plan.
- 3.4.7. Dredging Safety Management Program. If the CONTRACTOR is a currently accepted participant in the Dredging CONTRACTORS of America (DCA)/United States Army Corps of ENGINEERS (USACE) Dredging Safety Management Program (DSMP), as determined by the DCA/USACE Joint Committee, and holds a current valid Certificate of Compliance for both the CONTRACTOR Program and the Dredge(s) to be used to perform the work required under this Contract, the CONTRACTOR shall make available for review, upon request, the CONTRACTOR's current Safety Management System (SMS) documentation, submit to the Contract Manager the current valid Company Certificate of Compliance for its SMS, submit the current dredge(s) Certificate of Compliance based on third party audit, and submit for review and acceptance, site-specific addenda to the SMS as specified in the solicitation.

### **3.6. SIGNAL LIGHTS**

- 3.6.1 The CONTRACTOR shall display signal lights and conduct his/her operations in accordance with U. S. Coast Guard regulations governing lights and day signals to be displayed, as set forth in Commandant, U. S. Coast Guard Instruction M16672.2C, Navigation Rules, International - Inland (COMDTINST M16672); 33 CFR 81, Appendix A (International); and 33 CFR 84 through 33 CFR 90 (Inland) as applicable.

### **3.7. WORK HOURS**

- 3.7.1 The Contractor shall execute the work in the hours between one hour after sunrise and one hour before sunset, Monday through Friday except national holidays.

### **3.8. INSPECTION**

- 3.8.1 The presence of the Inspector shall not relieve the CONTRACTOR of the responsibility for the proper execution of the work in accordance with the specifications. The CONTRACTOR shall furnish on the request of the Contract Manager or an inspector:
  - 3.8.1.1 The use of such boats, boatmen, laborers, and the material forming a part of the ordinary and usual equipment and crew of the dredge as may be reasonably necessary for inspecting and supervising the work.

3.8.1.2 Suitable transportation from all points onshore designated by the Contract Manager to and from the dredge location, and to and from the disposal area.

3.8.2 Should the CONTRACTOR refuse, neglect, or delay compliance with these requirements, the specific facilities may be furnished and maintained by the Contract Manager, and the cost thereof will be deducted from any amounts due or to become due to the CONTRACTOR.

### **3.9. SHOALING**

3.9.1 If, before the Contract is completed, shoaling occurs in any section previously accepted, including shoaling in the finished canals/channels, because of the natural lowering of the side slopes, re-dredging at Contract unit price, within the limit of available funds, may be done if agreeable to both the CONTRACTOR and the Contract Manager.

### **3.10. SEAWORTHINESS CERTIFICATION**

3.10.1 EM 385-1-1, Section 19.A.01.b. All dredges and quarter boats not subject to USCG inspection and certification or not having a current American Bureau of Shipping (ABS) classification shall be inspected in the working mode annually by a marine surveyor or qualified person accredited by the National Association of Marine Surveyors (NAMS) or Society of Accredited Marine Surveyors (SAMS) and having at least five (5) years of experience in commercial marine dredge and equipment. All other dredging equipment shall be inspected annually by a qualified person. The inspection shall be documented, and a copy of the most recent inspection report shall be posted in a public area onboard the vessel, and a copy shall be furnished to the designated authority upon request. The inspection shall be appropriate for the intended use of the dredge and shall, at a minimum, evaluate structural integrity and compliance with NFPA 302, Fire Protection Standard for Pleasure and Commercial Motor Craft.

### **3.11. ENVIRONMENTAL LITIGATION**

3.11.1 If the performance of all or any part of the work is suspended, delayed, or interrupted due to an order of a court of competent jurisdiction as a result of environmental litigation, as defined below, the Contract Manager, at the request of the CONTRACTOR, shall determine whether the order is due in any part to the acts or omissions of the CONTRACTOR or a Subcontractor at any tier and required by the terms of this Contract. If the order is not due in any part to acts or omissions of the CONTRACTOR (or a subcontractor at any tier) other than as required by this Contract, such suspension, delay, or interruption shall be as if ordered by the Contract Manager. The period of such suspension, delay or interruption shall be considered unreasonable, and an adjustment shall be made for any increase in the cost of performance of this Contract (excluding profit) as provided in that clause, subject to all the provisions thereof.

3.11.2 The term "environmental litigation," as used herein, means a lawsuit alleging that the work has an adverse effect on the environment or that the DISTRICT has not duly considered, either substantively or procedurally, the effect of the work on the environment.

### **3.12. RIGHTS-OF-WAY**

3.12.1 The rights of entry required for the work to be constructed under this Contract will be provided without cost to the CONTRACTOR. The CONTRACTOR will be allowed to conduct investigations to determine the conditions, restrictions, and difficulties which may be encountered in the transportation of equipment and material to and from the work site when locations are provided by the DISTRICT. Upon completion of the CONTRACTOR's work, rights-of-way furnished by the DISTRICT shall be returned to its original condition prior to construction unless otherwise noted.

- 3.12.2 If the CONTRACTOR proposes a deviation from the DISTRICT's furnished rights-of-way for his convenience, the CONTRACTOR shall notify the Contract Manager or its representative in writing. The CONTRACTOR shall not provide any permanent rights-of-way for the project. The CONTRACTOR is cautioned that any deviation to the DISTRICT's furnished rights-of-way is subject to all applicable federal and state environmental laws and regulations. Compliance with these environmental laws and regulations may require additional National Environmental Policy Act (NEPA) documents, cultural resources surveys, water quality certification, modification of the Federal consistency determination, etc. The DISTRICT is ultimately responsible for environmental compliance; therefore, the DISTRICT will determine the additional environmental coordination and documentation necessary for a proposed deviation to the DISTRICT furnished rights-of-way.

### **3.13 CONTRACTOR'S RESPONSIBILITY**

- 3.13.1 The CONTRACTOR shall be responsible for ensuring that all its employees strictly comply with all laws and permit requirements that may apply to operations under this Contract. The CONTRACTOR assumes full responsibility for the safety of its employees, dredge equipment, vessels, and materials and for any damage or injury done by or to them from any source or cause, except damage caused by acts of the DISTRICT, its officers, agents or employees. Such damages will be the responsibility of the DISTRICT in accordance with applicable Federal laws. The terms "officer," "agent," and "employee" of the DISTRICT do not include persons in the employment of the CONTRACTOR and whose services have been furnished to the DISTRICT.

### **3.14 SUPERVISION**

- 3.14.1 At all times during the performance of this Contract and until the work is completed and accepted by the DISTRICT, the CONTRACTOR shall have on the worksite a competent superintendent who is satisfactory to the Contract Manager and has the authority to act for the CONTRACTOR. Inspectors appointed by the Contract Manager will enforce strict compliance with the terms of the Contract. The inspectors will keep a record of the work done, but neither the presence nor absence of inspectors shall relieve the CONTRACTOR of responsibility for the proper execution of the work in accordance with the Contract and directives issued by the Contract Manager.

### **3.15 WORK IN THE VICINITY OF OTHER CONTRACTORS**

- 3.15.1 The CONTRACTOR shall coordinate his/her operations, through the Contract Manager with any other CONTRACTORS who may be working in the vicinity (i.e., dredging, surveys, spoil site contractors, structure operation, etc.). The CONTRACTOR shall coordinate his staging operations, access routes, transportation of dredged sediments, etc. with any CONTRACTOR currently performing work in the general vicinity.

### **3.16 REGULATIONS AND LAWS**

- 3.16.1 The CONTRACTOR and his/her subcontractors shall comply with all applicable Federal, State, and Local laws and regulations concerning dredging operations, including but not limited to the obligations set forth in the secured state and federal permit authorizations.