

## CONTRACT AGREEMENT FOR DREDGING

THIS AGREEMENT is dated as of the 13 day of JAN, 2020<sup>1</sup> by and between the ISLE OF PALMS SPECIAL DISTRICT, in Jacksonville, Florida. (Mail box address: 14286 Beach Boulevard, #19-272 Jacksonville, FL 32250) hereinafter called the DISTRICT, and FLORIDA DREDGE AND DOCK, LLC, a Florida limited liability company located at 1040 Island Avenue, Tarpon Springs, Florida 34689, hereinafter called CONTRACTOR.

The District and Contractor, for and in consideration of the mutual covenants hereinafter set forth, do hereby agree as follows:

### Article 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. For the Isle of Palms Maintenance Dredging Project. CONTRACTOR shall perform the work bid as ALTERNATIVE 2 on CONTRACTOR'S Price Sheet, submitted with CONTRACTOR'S bid package, dated September 9, 2020, for the prices set forth shown on the ALTERNATIVE 2 Bid Sheet.

"Contract Documents" for purposes of this Agreement shall consist of: 1) the Isle of Palms Special District, Jacksonville, Florida Maintenance Dredging Project Bid Package (hereinafter "Bid Package"); 2) the Technical Specifications for Isle of Palms Maintenance Dredging Project (hereinafter "Technical Specifications"); and 3) CONTRACTOR'S bid dated September 9, 2020, which are attached hereto as composite Exhibit "A", and are specifically incorporated herein. Certain amendments to the Contract Documents are set forth below in Article 10.

### Article 2. ENGINEER

Reference to ENGINEER in the Contract Documents shall be the engineer of the DISTRICT. The DISTRICT will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

### Article 3. CONTRACT TIME: LIQUIDATED DAMAGES

- 3.1 The Work shall commence within 90 days of issuance of the notice to proceed. The Work will be Substantially Completed within three hundred (300) days from the date when the Work commences to run as provided herein and completed.
- 3.2 Liquidated Damages. The DISTRICT and CONTRACTOR recognize that time is of the essence of this AGREEMENT and that the DISTRICT will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with this Agreement.

The DISTRICT and CONTRACTOR recognize, agree, and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the DISTRICT would suffer in the event CONTRACTOR neglects, refuses, or otherwise fails to complete the Work within the time specified. Accordingly, instead of requiring any such proof, the DISTRICT and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR

shall pay the DISTRICT Five Thousand dollars (\$5,000.00) for each day that expires after the time specified in paragraph 3.1 for substantial completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by the DISTRICT, CONTRACTOR shall pay DISTRICT Five Thousand dollars (\$5,000.00) for each day that expires after the time specified in paragraph 3.1.

#### Article 4. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with General Conditions. Applications for Payment will be processed by DISTRICT as provided in the Contract Documents.

- 4.1 Progress Payments. The DISTRICT shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by CONTRACT MANAGER, on or about the first day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided by CONTRACTOR and in the case of Unit Price Work based on the number of units completed or, in the event there is no schedule of values, as provided in the Contract Documents. CONTRACTOR shall submit a Progress Payment affidavit and partial release of lien to the DISTRICT, on forms which the DISTRICT may provide, stating that all subcontractors, sub-subcontractors, laborers, materialmen, and suppliers have been paid for the improvements completed. Work will be verified by post dredge surveys, conducted by the CONTRACT MANAGER. If the post-dredge surveys determine that the work was less than the amount of work measured by the schedule of values, then the difference shall be withheld on the following monthly invoice.
- 4.1.2 No payment will be made for work done in any outside of the area defined by the Contract Documents. No payment shall be made for Excessive Dredging.
- 4.1.3 Prior to Substantial Completion, progress payments will be made in an amount equal to 90% of the Work completed, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or the DISTRICT may withhold.
- 4.2 Final Payment. Upon final completion and acceptance of the Work, the DISTRICT shall pay the remainder of the Contract Price as recommended by CONTRACT MANAGER. Prior to final Payment, the CONTRACTOR must provide the DISTRICT with waivers of any and all claims and liens from the CONTRACTOR and any subcontractors, sub-subcontractors, laborers, and suppliers of materialmen. These waivers are conditions precedent to final Payment. The DISTRICT may withhold amounts it deems necessary to cover any claims of which it has been notified of subcontractors, sub-subcontractors, laborers, suppliers of materialmen or others from the final Payment to the CONTRACTOR.

#### Article 5. SUBCONTRACTS

No more than 51% of the dollar value of the total contract work may be accomplished by subcontractors unless otherwise agreed to by the DISTRICT. The balance of Work must be accomplished by selected CONTRACTOR'S own forces.

## Article 6. CONTRACTOR'S REPRESENTATIONS

In order to induce the DISTRICT to enter into this AGREEMENT CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect the cost, progress, performance, or furnishing of the Work.
- 6.2 CONTRACTOR has obtained at his/her own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, soil investigations, explorations, and test reports which pertain to the subsurface conditions at or contiguous to the site or otherwise, may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Article 4 of the AGREEMENT; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.
- 6.3 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- 6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- 6.5 CONTRACTOR has given DISTRICT written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents, and the written resolution thereof by CONTRACT MANAGER is acceptable to CONTRACTOR.

## Article 7. CONTRACTOR'S PUBLIC RECORDS OBLIGATIONS

Pursuant to Section 119.0701, Florida Statutes, for any tasks performed by CONTRACTOR as an agent of the DISTRICT, CONTRACTOR shall: (a) keep and maintain all public records, as that term is defined in Chapter 119, Florida Statutes ("Public Records"), that ordinarily and necessarily would be required by the DISTRICT in order to perform the Work contemplated by this CONTRACT; (b) provide the public with access to Public Records, on the same terms and conditions that the DISTRICT would provide the records and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) meet all requirements for retaining Public Records and transfer, at no cost, to the DISTRICT all public records in possession of the CONTRACTOR within thirty (30) days after the termination of this CONTRACT, however, terminated, and destroy any duplicate Public Records that are exempt or confidential and exempt from public records disclosure requirements and provide the DISTRICT with a letter confirming that this has been done within thirty (30) days of the termination of this CONTRACT. All Public Records stored electronically must be provided to the DISTRICT in a format that is compatible with the information technology of the DISTRICT.

If CONTRACTOR does not comply with a public records request, the DISTRICT may pursue any and all remedies available in law or equity, including but not limited to specific performance. The provisions of this section only apply to those tasks in which the CONTRACTOR is acting as an agent of the DISTRICT.

#### Article 8. DISPUTE RESOLUTION WITH DISTRICT

- 8.1 The CONTRACTOR shall submit all proposed change orders to the CONTRACT MANAGER. Within three (3) days after denial of a CONTRACTOR's change order or Contract modification request by the CONTRACT MANAGER the CONTRACTOR may submit to the DISTRICT, documentation of the CONTRACTOR's position in the dispute or disagreement. The DISTRICT, within five (5) days following the next scheduled DISTRICT Board Meeting after the receipt of the CONTRACTOR's documentation, shall review the request and make a final determination as to whether the denial was arbitrary or capricious based upon the sufficiency of the work under the terms of the Contract, applicable regulations, and relevant construction standards.
- 8.2 If the denied request or disputed amount exceeds the DISTRICT's purchasing authority, the CONTRACT MANAGER shall present a report, recommendation, and the CONTRACTOR's claim and documentation, to the DISTRICT for a final determination within thirty (30) days after receiving the CONTRACTOR's documentation for the claim. The DISTRICT shall thereafter make its decision.
- 8.3 Within thirty (30) days after the denial of a request for a change order or Contract modification by the Contract Manager involving 1) an amount in excess of the DISTRICT's expenditure authority or 2) for the amount the CONTRACTOR claims to be due at the time the project is ready for beneficial use, the DISTRICT may, at the DISTRICT's option in lieu of the procedure specified in above, submit the dispute to a mediator with knowledge or experience in construction management, as agreed upon by the parties. Upon referral to a mediator, the DISTRICT and CONTRACTOR shall each pay half the estimated cost of the mediator, upfront. Within fifteen (15) days after the date of submittal, the mediator, applying the standards set forth above, shall investigate the dispute and submit a written recommendation for disposition of the dispute to the DISTRICT or a designee with the qualifications specified above. Based on the standards set forth above, the DISTRICT shall decide whether to grant or deny, in whole or in part, the amounts recommended by the mediator. The DISTRICT's decision will be deemed final action on the disputed claim for the purposes of ripening the decision for judicial review. If the mediator recommends that no change order or Contract modification be granted, the CONTRACTOR shall reimburse the DISTRICT for any amounts paid by the DISTRICT to the mediator.
- 8.4 The deadlines for completing the dispute process described above may be extended by mutual agreement of the CONTRACTOR and the DISTRICT.

#### Article 9. MISCELLANEOUS

- 9.1 No assignment by a party hereto of any rights under or interests in the CONTRACT Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless explicitly stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the CONTRACT Documents.



- 9.2 The DISTRICT and CONTRACTOR each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, AGREEMENTs and obligations contained in the CONTRACT documents.
- 9.3 Additional work, changes to the CONTRACT price, or CONTRACT Time, is subject to the DISTRICT's prior written approval. The ENGINEER has no authority to approve such changes and has no authority to waive the requirement of prior written authorization for extra Work, changes in the CONTRACT Time, or Change Orders.
- 9.4 Headings and References; Incorporation of Exhibits: The headings contained in this AGREEMENT are inserted for the convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to Articles are to the Articles of this AGREEMENT. All references herein to Exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this AGREEMENT.
- 9.5 Counterparts: This AGREEMENT may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.
- 9.6 Entire AGREEMENT; Amendment and Waiver: This AGREEMENT (together with the Exhibits hereto) supersedes any and all prior negotiations and oral or written AGREEMENTs heretofore made relating to the subject matter hereof and, except for written AGREEMENTs, if any, executed and delivered simultaneously with or subsequent to the date of this AGREEMENT, constitutes the entire AGREEMENT of the parties relating to the subject matter hereof. This AGREEMENT may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this AGREEMENT shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this AGREEMENT.
- 9.7 Successors and Assigns: This AGREEMENT shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 9.8 Governing Law; Consent to Jurisdiction: This AGREEMENT shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the jurisdiction of the United States District Court for Duval County Florida, for the purposes of any suit, action or other proceeding arising out of, or relating to, this AGREEMENT; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceedings, (i) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this AGREEMENT or the subject matter hereof may not be enforced in or by such courts.
- 9.9 No third Party Beneficiary Rights: This AGREEMENT shall create no rights or claims whatsoever in any person other than a party hereto.

- 9.10 Severability: If any one or more of the provisions of this AGREEMENT shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 9.11 CONTRACTOR shall appoint a PROJECT MANAGER, who shall have the authority to approve changes to the AGREEMENT, which shall be in writing, and who shall direct the WORK.

#### ARTICLE 10. AMENDMENTS TO CONTRACT DOCUMENTS

The following amendments are made to the Bid Package and the Technical Specifications. Except as specifically amended below, the provisions of the Bid Package and the Technical Specifications shall remain in full force and effect as stated therein.

- 10.1 The following amendments are made to the Bid Package:

- 10.1.2 Section 1.1, subsection 1.1.1 is amended to provide:

Contractor shall mobilize and commence work with ninety (90) days of issuance of the notice to proceed, and the work shall be substantially complete on the project no later than three hundred (300) days after mobilization and commencement of work.

- 10.1.2 Section 3.7, "Work Hours", subsection 3.7.1 is amended to provide:

The Contractor shall execute the work in the hours between one half-hour after sunrise to one half-hour before sunset Monday through Saturday. No work may be conducted on Sundays within one hundred (100) feet of any dock, bulkhead or in-water structure within the District.

- 10.2 The following amendments are made to the Technical Specifications:

- 10.2.1 Section 2.3, "Layout of Work," subsection 2.3B(2) is amended to provide:

Bulkheads and Structures: The Contractor shall maintain a minimum distance of 10 feet from bulkheads and a minimum of 5 feet from other dock or in-water structures, unless a property owner waiver has been provided to the Contractor by the property owner.

- 10.2.2 Section 2.3, "Layout of Work," subsection 2.3E is amended to provide:

The Contractor will stake the limits of dredging within at all dredging locations PVC pipe or other similar materials. The Contractor is responsible for accurately dredging within the template, side-slopes, and maintaining setbacks as specified in construction drawings, specifications, and regulatory permits.

- 10.2.3 Section 2.10, "General Construction Notes", subsection 2.10B is amended to provide:

Dredge equipment buffers ten feet (10') from seawalls and five feet (5') from docks or in-water structures will be maintained. All dredging activity will maintain buffers from natural resources as specified in permit authorizations.

- 10.2.4 Section 10.4 "Dredging Limits," subsection B(2) is amended to provide:

Bulkheads and Structures: The Contractor shall maintain a minimum distance of 10 feet from bulkheads and a minimum of 5 feet from docks or in-water structures, unless a property owner waiver has been provided to the Contractor by the property owner.

10.2.5 Section 10.4 "Dredging Limits," subsection 10.4I is amended to provide:

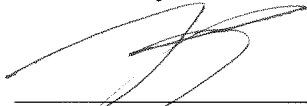
The Contractor will stake the limits of dredging within at all dredging locations PVC pipe or other similar materials. The Contractor is responsible for accurately dredging within the template, side-slopes, and maintaining setbacks as specified in construction drawings, specifications, and regulatory permits.

This AGREEMENT will be effective on 2/10/21.

**IN WITNESS WHEREOF** the parties hereto have duly executed this Agreement on the day and year first above written.

**ISLE OF PALMS SPECIAL DISTRICT**

a special district created pursuant to  
Section 182.02, Florida Statutes, by  
virtue of City Ordinance No. 2014-700-E



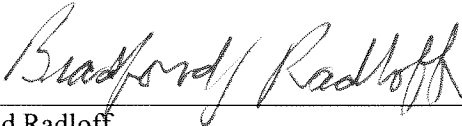
Kenneth Wright  
Board Chair

**FLORIDA DREDGE AND DOCK, LLC**



William D. Fletcher  
Manager

Attest:



Brad Radloff  
Board Secretary

## **EXHIBIT A**



September 9, 2020

TO: Isle of Palms Speical District

RE: Maintenance Dredging

Florida Dredge and Dock, LLC is a wholly owned subsidiary of Florida Dredge and Dock Inc, which was incorporated in 1978. The original founders are still in charge today. We operate seven different hydraulic dredges ranging from 10"-20" discharge and up to 5,000 horsepower. Over the past 42 years we have successfully completed over 140 projects with only one job going over schedule due to unforeseen impacts from inclement weather. We have extensive experience with hydraulic and mechanical dredging, beach nourishment (including grading and berm construction), and material handling and transportation. Single projects have exceeded total volume of 8,000,000 cubic yards of material, hydraulically pumped over 45,000 linear feet. We currently have multi-year contracts that will involve pumping dredged material over 90,000 linear feet. We have encountered countless challenges over the 40-plus years we have been in business, and we overcome them all.

Thank you for this opportunity.

Sincerely,

William D. Fletcher – Manager

Florida Dredge and Dock LLC  
1040 Island Ave. Tarpon Springs, Florida 34689  
727-942-7888  
Fax: 727-942-7739  
[DON@FLORIDADREDGE.COM](mailto:DON@FLORIDADREDGE.COM)

1040 ISLAND AVENUE • TARPON SPRINGS, FL 34689 • (727) 942-7888

## **Isle of Palms Special District – Maintenance Dredging**

### **PAST PERFORMANCE/RELATED EXPERIENCE**



**Project:** Eau Gallie River Restoration  
**Client:** St. Johns River Water Management District  
904-731-7040

**Begin and End:** 2016 to Present

**Contract Value:** \$7,881,522.80

**Description:** This project consists of removing approximately 625,000 cubic yards of organic muck from the Eau Gallie River and Elbow Creek. Florida Dredge and Dock has been subcontracted by Blue Goose Construction and is responsible for the dredging portion of the project. The project is challenging in several ways. There are large open waterways that require a large dredge that can swing wide and move high volumes of material, while there are also narrow waterways and areas between docks and other structures that require a smaller swinging-ladder dredge. Additionally, the finished profile reflects the natural hard bottom. As such, the operator must be able to follow the contours of the bottom closely as they continuously vary. For this project we have utilized two dredges. Both have identical hypack software and hardware to accurately track the location of the cutterhead. We are able to share data between these two dredges so we know exactly where the dredge has been at all times.

**Project:** Lake Panasoffkee Restoration Project  
**Client:** Southwest Florida Water Management District  
2379 Broad Street  
Brooksville, FL 34604  
352-796-7211

**Begin and End:** 2004 to 2008

**Contract Value:** \$14,000,000.00

**Description:** This project consisted of restoring shallow water habitat over an area of 1,800 acres. FDD was responsible for the hydraulic removal of more than 8,000,000 cubic yards of material which was then pumped to an upland disposal area. This required planning and design of equipment and protocol to operate in shallow waters with minimal impact to the surrounding environment. Because of the location of the upland disposal site, the amount of pipeline required exceeded 40,000 feet. Subcontracted through Subaqueous Services, now known as Orion Dredging.

## **Isle of Palms Special District – Maintenance Dredging**

**Project:** Lakewood Ranch Lake C Dredging  
**Client:** Lakewood Ranch Stewardship District  
Lakewood Ranch, FL  
941-757-1574

**Begin and End:** 2016 to 2016

**Contract Value:** \$1,289,460.00

**Description:** This project entailed hydraulic dredging of approximately 43 acres of shallow area that had been silted in, with the approximately 279,000 CY of material being pumped to a deeper section of Lake C. Some portions of the dredge area were covered in cattails and aquatic plants that first needed to be cleared. The dredging was accomplished with a cutter suction dredge equipped with GPS guidance using Hypack software. The clearing of cattails was accomplished using a machine built in-house that is essentially a boat with 2 counter-rotating blades mounted to the front. This machine, dubbed the "Cookie Cutter", proved effective at chopping the plant material to a consistency that could be pumped by the dredge.

**Project:** Riverview NRDA Restoration  
**Client:** Mosaic Fertilizer  
Gibson, FL  
863-486-3762

**Begin and End:** 2013 to 2014

**Contract Value:** \$846,410.00

**Description:** The purpose of this project was to restore historical flow patterns of part of the Alafia River. The area had been negatively impacted from previous dredge fill from the creation of shipping channel that serves the Mosaic Riverview Fertilizer Plant. The project included creating new channels through impacted marshes to improve flushing along with the creation of oyster bed and shallow shelves to promote mangrove growth.

**Project:** Honeymoon Island Beach Restoration Phase 2  
**Client:** Pinellas County  
Dunedin, FL  
239-594-2021

**Begin and End:** 2014 to 2015

**Contract Value:** \$4,284,956.00

**Description:** This project involved installation of 3 granite T-groin structures along the Northern beach of Honeymoon Island. The areas between the T-groins were then filled with approximately 150,000 CY of beach sand that was hydraulically dredged from a nearshore borrow area up to 9,000 feet away. Crowd control was accomplished using temporary fencing and posted signs. All in-water work occurred in a manatee zone. Shore bird and sea turtle monitoring were required. Florida Dredge and Dock performed 100% of the work for this project. We installed the 3 granite T-groins, which included over 600 feet of sheet piling and 10,000 tons of granite armor stone. We performed all hydraulic dredging of beach fill, and all upland management of beach fill.

## **Isle of Palms Special District – Maintenance Dredging**

**Project:** Collier County Dredging Projects

**Client:** Collier County  
3295 Tamiami Trail East  
Naples, FL 34112

**Begin and End:** March 2020 to April 2020

**Contract Value:** \$2,351,000.00

**Description:** This project included maintenance dredging approximately 27,000 cubic yards of material from Water Turkey Bay, maintenance dredging 15,000 cubic yards of material from Wiggins Pass, and dredging approximately 80,000 cubic yards of beach from Caxambas Pass and placing it on the Southern end of the beach at Marco Island.

**Project:** Estero Beach

**Client:** Lee County Board of County Commissioners  
Estero Beach, Ft. Myers, FL.

**Begin and End:** April 2011 to December 2011

**Contract Value:** \$4,194,436.80

**Description:** This was a jetty construction project. The jetty consisted of approximately 1,500 tons of locally-sourced limestone, with single boulder size up to 5 tons. 400,000 cubic yards of beach fill was hydraulically dredged from an offshore borrow area. The material was pumped up to 10,000 feet from the borrow site to the jetty. The project restored approximately 2 linear miles of beach.

**Project:** Harbour Waterway Special District – DMMA Construction

**Client:** Harbour Waterway Special District  
11554 Starboard Drive  
Jacksonville, FL 32225  
Stanley Pipes  
904-642-0097

**Begin and End:** May 2019 to October 2019

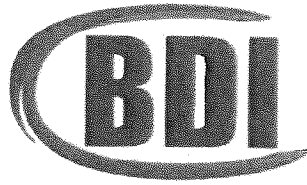
**Contract Value:** \$3,500,000.00

**Description:**

Hydraulic Dredging of approximately 100,000 cubic yards (10,000 feet) of sediment from the Harbour Waterway Special District residential canals. Material was pumped 2 miles into the Harbour Waterway Special District DMMA.



## Isle of Palms Special District – Maintenance Dredging



**Project:** Fernandina Harbor Marina Dredging

**Client:** City of Fernandina Beach  
204 Ash Street  
Fernandina Beach, FL 32034  
904-310-3483

**Begin and End:** December 2018 to December 2019

**Contract Value:** \$3,463,685.97

**Description:** Dredging of approximately 51,000 cubic yards of sediment from the Fernandina Harbor Marina. Material was placed onto a temporary holding site and trucking via dump truck to final disposal area. Project also included work to dingy dock and wave attenuator.

**Project:** Salt Run Maintenance Dredging

**Client:** City of St. Augustine  
PO Box 210  
St. Augustine, FL 32085  
904-825-1001

**Begin and End:** 5 Year Annual Contract

**Contract Value:** \$600,000.00/yr

**Description:** Dredging of approximately 13,000 cubic yards of sediment per year from the Salt Run channel. Material is placed into Hopper Barges and transported to the Harbour Waterway Special District DMMA and pumped off for final disposal.

**Project:** Queen Harbour Maintenance Dredging

**Client:** Queens Harbour Yacht & Country Club  
238 Queen's Harbour Boulevard  
Jacksonville, Florida 32225  
904-221-8865

**Begin and End:** 3 Year Annual Contract

**Contract Value:** \$195,500.00/yr

**Description:** Dredging of approximately 12,000 cubic yards of sediment per year from the channels of Queens Harbour Yacht Club & Country Club. Material is placed into Hopper Barges and transported to the Harbour Waterway Special District DMMA and pumped off for final disposal.

FLORIDA DREDGE AND DOCK, INC.

---

CONSOLIDATED AND COMBINED  
FINANCIAL STATEMENTS

DECEMBER 31, 2019 AND 2018

FLORIDA DREDGE AND DOCK, INC.

---

CONSOLIDATED AND COMBINED  
FINANCIAL STATEMENTS

DECEMBER 31, 2019 AND 2018

CONTENTS

	<u>Page</u>
INDEPENDENT AUDITORS' REPORT	1 - 2
CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS	
CONSOLIDATED AND COMBINED BALANCE SHEETS	3 - 4
CONSOLIDATED AND COMBINED STATEMENTS OF OPERATIONS AND CHANGES IN RETAINED EARNINGS	5
CONSOLIDATED AND COMBINED STATEMENTS OF CASH FLOWS	6 - 7
NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS	8 - 20
SUPPLEMENTAL INFORMATION	
INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTAL INFORMATION	21
CONSOLIDATED AND COMBINED SCHEDULES OF COST OF REVENUES AND OTHER OPERATING EXPENSES	22
CONSOLIDATING AND COMBINING BALANCE SHEETS	23 - 24
CONSOLIDATING AND COMBINING STATEMENTS OF OPERATIONS	25

To the Stockholders and Owners  
Florida Dredge and Dock, Inc. and  
Related Combined Companies  
Tarpon Springs, Florida

Independent Auditors' Report

**Report on the Financial Statements**

We have audited the accompanying consolidated and combined balance sheets of Florida Dredge & Dock, Inc. and related combined companies as of December 31, 2019 and 2018, and the related consolidated and combined statements of operations and changes in retained earnings and cash flows for the years then ended and the related notes to the consolidated and combined financial statements.

**Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

**Auditors' Responsibility**

Our responsibility is to express an opinion on these consolidated and combined financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purposes of expressing an opinion on the effectiveness of the entity's internal control.

Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

**Opinion**

In our opinion, based on our audits, the consolidated and combined financial statements referred to above present fairly, in all material respects, the consolidated and combined financial position of Florida Dredge and Dock, Inc. and related combined companies, as of December 31, 2019 and 2018 and the results of its consolidated and combined operations and cash flows for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

A handwritten signature in dark ink, appearing to read "B. L. Semago". The signature is fluid and cursive, with the first name "B. L." and the last name "Semago" clearly distinguishable.

CERTIFIED PUBLIC ACCOUNTANTS  
Tampa, Florida  
May 15, 2020

FLORIDA DREDGE AND DOCK, INC.  
CONSOLIDATED AND COMBINED BALANCE SHEETS  
DECEMBER 31, 2019 AND 2018

	<u>ASSETS</u>	
	<u>2019</u>	<u>2018</u>
CURRENT ASSETS		
Cash	\$ 1,248,830	\$ 699,196
Contract and other receivables	1,523,796	3,585,085
Contract assets - cost and estimated earnings in excess of billings on uncompleted contracts	<u>529,169</u>	<u>2,109,850</u>
TOTAL CURRENT ASSETS	<u>3,301,795</u>	<u>6,394,131</u>
PROPERTY AND EQUIPMENT		
Land	2,184,437	2,184,437
Building and improvements	442,380	259,784
Transportation equipment	1,700,033	1,592,974
Machinery and equipment	14,940,045	15,641,982
Office equipment and fixtures	<u>42,385</u>	<u>42,385</u>
	19,309,280	19,721,562
Less accumulated depreciation	<u>( 6,185,797)</u>	<u>( 5,123,302)</u>
	<u>13,123,483</u>	<u>14,598,260</u>
OTHER ASSETS		
Advance to shareholder	126,364	-
Other	<u>136,139</u>	<u>64,486</u>
	<u>262,503</u>	<u>64,486</u>
	<u>\$ 16,687,781</u>	<u>\$ 21,056,877</u>

The accompanying notes to consolidated and combined financial statements are an integral part of these statements.

FLORIDA DREDGE AND DOCK, INC.  
CONSOLIDATED AND COMBINED BALANCE SHEETS  
DECEMBER 31, 2019 AND 2018

LIABILITIES AND STOCKHOLDERS' EQUITY

	<u>2019</u>	<u>2018</u>
CURRENT LIABILITIES		
Notes payable and current portion of long-term debt	\$ 1,450,851	\$ 926,383
Current portion of stockholder notes payable	102,992	50,000
Accounts payable and accrued expenses	859,232	651,697
Contract liabilities - billings in excess of costs and estimated earnings on uncompleted contracts	-	301,983
Reserve for loss on contracts	<u>5,995</u>	<u>119,126</u>
TOTAL CURRENT LIABILITIES	<u>2,419,070</u>	<u>2,049,189</u>
LONG-TERM LIABILITIES		
Notes payable and long-term debt, less current portion	1,716,142	4,035,661
Stockholder notes payable, less current portion	220,138	325,639
Accrued asset disposal	<u>-</u>	<u>975,470</u>
	<u>1,936,280</u>	<u>5,336,770</u>
CONTINGENCIES	<u>-</u>	<u>-</u>
STOCKHOLDERS' EQUITY		
Common stock, \$.10 par value, 1,000 shares authorized, 88 shares issued and outstanding	9	9
Additional paid-in capital	714,800	635,100
Retained earnings	<u>11,617,622</u>	<u>13,035,809</u>
	<u>12,332,431</u>	<u>13,670,918</u>
	<u>\$ 16,687,781</u>	<u>\$ 21,056,877</u>

The accompanying notes to consolidated and combined financial statements are an integral part of these statements.

FLORIDA DREDGE AND DOCK, INC.  
CONSOLIDATED AND COMBINED STATEMENTS OF OPERATIONS  
AND CHANGES IN RETAINED EARNINGS  
FOR THE YEARS ENDED DECEMBER 31, 2019 AND 2018

	<u>2019</u>	<u>2018</u>
REVENUES	\$ 12,772,526	\$ 17,247,784
COST OF REVENUES	<u>12,588,875</u>	<u>14,118,539</u>
GROSS PROFIT	183,651	3,129,245
OTHER OPERATING EXPENSES	<u>1,148,832</u>	<u>1,152,496</u>
OPERATING (LOSS) INCOME	<u>( 965,181)</u>	<u>1,976,749</u>
OTHER INCOME (EXPENSE)		
Interest expense	( 217,447)	( 238,113)
Loss on disposal of property and equipment	( 8,506)	-
Other income	<u>88,647</u>	<u>3,406</u>
	<u>( 137,306)</u>	<u>234,707)</u>
NET (LOSS) INCOME	( 1,102,487)	1,742,042
RETAINED EARNINGS, BEGINNING OF YEAR	13,035,809	11,368,967
STOCKHOLDER DISTRIBUTIONS	<u>( 315,700)</u>	<u>( 75,200)</u>
RETAINED EARNINGS, END OF YEAR	<u>\$ 11,617,622</u>	<u>\$ 13,035,809</u>

The accompanying notes to consolidated and combined financial statements are an integral part of these statements.



FLORIDA DREDGE AND DOCK, INC.  
CONSOLIDATED AND COMBINED STATEMENTS OF CASH FLOWS  
FOR THE YEARS ENDED DECEMBER 31, 2019 AND 2018

	<u>2019</u>	<u>2018</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Cash received from revenues	\$ 15,999,382	\$ 15,500,036
Cash paid for cost of revenues	(11,024,121)	(12,660,196)
Cash paid for other operating expenses	( 1,220,485)	( 1,002,258)
Interest paid	( 217,447)	( 238,113)
Other income	<u>88,647</u>	<u>3,406</u>
Net cash provided by operating activities	<u>3,625,976</u>	<u>1,602,875</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Purchase of property and equipment	( 841,649)	( 1,328,693)
Proceeds from disposal of fixed assets	106,481	1,000
Increase in stockholder advance	<u>( 126,364)</u>	<u>-</u>
Net cash used by investing activities	<u>( 861,532)</u>	<u>( 1,327,693)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Net activity in notes payable and long-term debt	( 1,926,300)	( 151,585)
Net activity in stockholder notes payable	( 52,510)	58,437
Increase in paid-in capital	79,700	53,500
Stockholder distributions	<u>( 315,700)</u>	<u>( 75,200)</u>
Net cash used by financing activities	<u>( 2,214,810)</u>	<u>( 114,848)</u>
NET INCREASE IN CASH	549,634	160,334
CASH, BEGINNING OF YEAR	<u>699,196</u>	<u>538,862</u>
CASH, END OF YEAR	<u>\$ 1,248,830</u>	<u>\$ 699,196</u>

The accompanying notes to consolidated and combined financial statements are an integral part of these statements.

FLORIDA DREDGE AND DOCK, INC.  
CONSOLIDATED AND COMBINED STATEMENTS OF CASH FLOWS  
FOR THE YEAR ENDED DECEMBER 31, 2019 AND 2018

	<u>2019</u>	<u>2018</u>
RECONCILIATION OF NET (LOSS) INCOME TO CASH FLOWS FROM OPERATING ACTIVITIES		
NET (LOSS) INCOME	\$(1,102,487)	\$ 1,742,042
RECONCILING ADJUSTMENTS		
Depreciation	1,357,219	1,258,866
Loss on disposal of equipment	8,506	-
Decrease (increase) in contract and other receivables	2,061,289	(1,769,648)
Decrease (increase) in cost and estimated earnings in excess of billings on uncompleted contracts	1,580,681	( 72,296)
(Increase) decrease in other assets	( 71,653)	150,238
Increase in accounts payable and accrued expenses	207,535	199,477
(Decrease) increase in reserve for loss on contracts	( 113,131)	35,622
(Decrease) increase in billings in excess of costs and estimated earnings on uncompleted contracts	( 301,983)	58,574
CASH FLOWS FROM OPERATING ACTIVITIES	<u>\$ 3,625,976</u>	<u>\$ 1,602,875</u>
<u>NONCASH INVESTING AND FINANCING ACTIVITIES</u>		
PURCHASE OF PROPERTY AND EQUIPMENT WITH INSTALLMENT DEBT	<u>\$ 131,250</u>	<u>\$ 1,850,914</u>

The accompanying notes to consolidated and combined financial statements are an integral part of these statements.

## **Isle of Palms Special District – Maintenance Dredging**

### **MEANS & METHODS**



Florida Dredge & Dock will utilize a variety of swinging ladder dredges and barge mounted excavators to maintenance dredge roughly 30,000 linear feet of the Isle of Palms residential canals.

Isle of Palms offers a variety of challenges requiring an assortment of re-handling scenarios. Through our subcontractor, Brance Diversified, Inc, Florida Dredge & Dock has exclusive use of the Palm Cove DMMA as well as use of a fleet of 2,000 cubic yard hopper barges. Florida Dredge & Dock also has the exclusive use of Brance Diversified, Inc's 16" barge off-loader presently mobilized at the Harbour Waterway Special District Upland Disposal Site.

Florida Dredge & Dock has over 40 years of residential canal dredging experience which is an invaluable asset when navigating populated boating environments such as those of the Isle of Palms Special District. This collective experience will effectively manage all dredges, barges, push boats, sectional barges, pipelines, floating hoses, dredge tenders and a large compliment of the specialized equipment necessary to deliver a project of this magnitude successfully.

## ORGINIZATIONAL CHART



[illegible]

**William D. Fletcher, Jr.**

**Special Training**

- Completed the US Army Corps of Engineers "Construction Quality Management for Contractors" course February 25<sup>th</sup> 2010
- Dredging Engineering Course
- Hypack programming and project design

**Licenses**

- Marine Specialty Contractor – State of Florida: License # SCC131150898
- Marine Specialty Contractor – Pinellas County Construction: License # C-7654
- U.S. Merchant Marine – 100 Gross Tons: License # 815297

**Work Experience**

January 1974 to Present:

Florida Dredge & Dock, Inc.  
1040 Island Ave  
Tarpon Springs, FL 34689  
(727) 942-7888

- President/Owner of Corporation
  - Over 30 years of dredging experience gained in both local and international locations
  - Duties include full spectrum of the dredging profession as well as site coordination, hydrographic survey, and layout work
  - Design and supervision of construction of specialized equipment customized to meet the needs of clients
  - Recognized as a leader in hydraulic dredging and regularly consults with the Florida Department of Environmental Protection, South Florida Water Management District, Post Buckley, Wade Trim, and others
- List of Clients Include but not limited to:
  - Pinellas County
  - Southwest Florida Water Management District
  - Collier County
  - Mosaic, LLC
  - IMC Fertilizer, Inc.
  - CF Industries
  - Florida Progress Energy
  - City of St. Petersburg
  - Hernando County
  - Polk County
  - Pasco County
  - Coastal Marine Construction, Inc.

**Chester E. Fletcher**

**Special Training**

Completed the US Army Corps of Engineers "Construction Quality Management for Contractors" course February 25<sup>th</sup> 2010

**Licenses**

Ocean Operator's License – 100 Ton Vessel: License # 1163885

**Work Experience**

**January 1977 to October 1977:**

Interphase, Inc.

Holiday, FL

- Performed as Dredge leverman/Shift leverman for a 10" cutterhead dredge and assisted in the assembly and movement of floating pipeline.

**October 1977 to Present:**

Florida Dredge & Dock, Inc.

1040 Island Ave

Tarpon Springs, FL 34689

(727) 942-7888

- Vice President/Owner of Corporation
  - Duties include full spectrum of dredging operations
  - Planning and maintaining dredge production
  - Troubleshooting dredge production
  - Turbidity monitoring, quality control and disposal site
  - Supervise captain and crew
  - Participate in design and construction of new dredges and modifying existing equipment
- List of Clients Include but not limited to:
  - Pinellas County
  - Southwest Florida Water Management District
  - Collier County
  - Mosaic, LLC
  - IMC Fertilizer, Inc.
  - CF Industries
  - Florida Progress Energy
  - City of St. Petersburg
  - Hernando County
  - Polk County
  - Pasco County
  - Coastal Marine Construction, Inc.

Randy Hicks

### **Special Training**

Completed the US Army Corps of Engineers "Construction Quality Management for Contractors" course February 25<sup>th</sup> 2010

### **Work Experience**

#### **August 1983 to October 1995:**

Misener Marine Construction, Inc.  
5540 W. Tyson Avenue, Tampa, FL  
(813) 839-8441

- Supervised crews numbering from five to twenty-five as a working foreman. Crews split at times in as many as five groups. Responsible for form work, pile driving, concrete placement, and demolition work, including coordinating work with multiple crews, as well as subcontractors.
- Completed projects during this time include:
  - John Gorrie Bridge High Rise, Appalachicola, FL for Florida DOT
  - Two-Phase, Four Land High Rise, New Smyrna Beach, FL for Florida DOT

#### **November 1995 to June 2004:**

G.L.F. Construction, Inc.  
80 SW 8<sup>th</sup> Street, Suite 2201, Miami, FL 33130  
(305) 371-5228

- Hired as substructure foreman for the Seabreeze Bridge replacement project in Daytona Beach, FL
- Promoted to assistant superintendent in April 1996. Assumed project superintendent responsibilities in March 1997 until completion.
- Completed projects during this time include:
  - Superintendent for Seabreeze Bridge Twin High Rise Segmental in Daytona Beach, FL for Florida DOT
  - Superintendent for Berth 212, Port of Tampa 760' Container Crane Berth
  - Superstructure Superintendent for Blairstone Rd Extension in Tallahassee, FL- Twin Elevated Bridges and Approaches over CSX Main Line

#### **July 2004 to Present**

Florida Dredge & Dock, Inc.  
1040 Island Ave  
Tarpon Springs, FL 34689  
(727) 942-7888

- Superintendent for Lake Panasoffkee Restoration Project for Southwest Florida Water Management District 7/04 – 11/08
- Site Manager for Florida Dredge & Dock Lake Pan Storage Facility 2008-2011
- Project Superintendent for Lee County Estero Island Beach Renourishment Project 4/11-3/12
- Project Superintendent for Jupiter Inlet Sand Trap Maintenance Dredging 2/12 – 4/12
- Project Superintendent for Blind Pass Maintenance Dredging 05/12 – 04/13
- Project Superintendent for Acid Cooling Pond Dredging, White Springs 06/13 – 12/14
- Project Superintendent for Aurora Pond Dredging, North Carolina 1/15 – 12/15
- Project Superintendent for Eau Gallie River Restoration Dredging Project - Current



# WOLSELEY

INDUSTRIAL GROUP  
*Industrial Plastics Division*

**RANDY HICKS of FLORIDA DREDGE & DOCK, LLC**

**HAS SUCCESSFULLY COMPLETED THE WOLSELEY INDUSTRIAL GROUP, INDUSTRIAL PLASTICS DIVISION'S POLYETHYLENE JOINING and EQUIPMENT OPERATIONS CLASS 2012, v3.0, FOR THE PROCESSES OF**

☐ FIELD TRAINING ☒ **M & I QUALIFICATION**

**INDIVIDUAL QUALIFICATION FOR THE JOINING OF POLYETHYLENE PIPE AND FITTINGS, per the requirements set forth in CFR 49, Parts 192 subpart F & N and 195 subpart G (see attached Qualification Completion Documentation for complete details)**

☒ **SMALL DIAMETER MANUAL FUSION** ☒ **BUTT** ( $\leq 6"$  DIPS) ☐ **SADDLE** ( $\leq 4"$  outlets) ☐ **SOCKET** ( $\leq 4"$  IPS)  
Per the Heat Fusion Joining procedures defined in ASTM F2620-12 and utilizing McElroy Mfg., Inc.'s fusion equipment

☒ **MEDIUM DIAMETER HYDRAULIC FUSION** ☒ **BUTT** (2" IPS – 20" OD) ☐ **SADDLE** ( $\geq 6"$  IPS outlet)  
Per the Heat Fusion Joining procedures defined in ASTM F2620-12 and utilizing McElroy Mfg., Inc.'s fusion equipment

☐ **LARGE DIAMETER HYDRAULIC BUTT FUSION** ☐ **BUTT** (22" IPS – 65" OD)  
Per the Heat Fusion Joining procedures defined in ASTM F2620-12 and utilizing McElroy Mfg., Inc.'s fusion equipment

☐ **ELECTRONIC DATA RECORDING** ☐ **DATALOGGER 3** ☐ **DATALOGGER 4** ☐ **DATALOGGER 5**  
Per the Heat Fusion Joining procedures defined in ASTM F2620-12 and utilizing McElroy Mfg., Inc.'s fusion equipment

☐ **SMALL DIAMETER ELECTROFUSION** ( $\leq 12"$  DIPS)  
Per the electrofusion processor operations defined by ☐ Friatec ☐ Georg Fischer Central Plastics ☐ Raptor ☐ TEGA  
and fitting installation instruction defined by ☐ Friatec ☐ Georg Fischer Central Plastics ☐ TEGA

☐ **LARGE DIAMETER ELECTROFUSION** (14" IPS through 26")  
Per the electrofusion processor operations defined by ☐ Friatec ☐ Georg Fischer Central Plastics ☐ Raptor ☐ TEGA  
and fitting installation instruction defined by ☐ Friatec ☐ Georg Fischer Central Plastics ☐ TEGA



Bill Breckenridge  
Manager of Training and Developing, Wolseley Industrial Group, Industrial Plastics Division  
william.breckenridge@wolseleyind.com

May 5, 2015

The individual's qualification will remain in effect for a period of no more than two years, as long as the individual completes a documentable fusion, for which they have been previously qualified, within each consecutive six month period; or shall require requalification if (a) there is a specific reason to question the fusion-specific knowledge, skills and abilities of the individual, and/or (b) the project-specific requirements require requalification. A proof of completion is not a warrantee of workmanship or a guarantee of pipeline integrity for any work completed by the above named individual.

## Charles Jump

### Work Experience

#### 1984 to Present:

Florida Dredge & Dock, Inc.  
1040 Island Ave  
Tarpon Springs, FL 34689  
(727) 942-7888

My current position is Regional Project Manager for all projects associated with Mosaic Fertilizer LLC for Florida Dredge & Dock. I currently oversee 4 ongoing project areas. These areas include:

- Four Corners Mine Settling Areas F2D and F2A
- Hookers Prairie Mine Settling Area H4
- Wingate Mine Settling Area W1

My responsibilities include planning and maintaining dredge production, maintenance of dredge and support equipment, management of crew, and all aspects of dredge safety and permit compliance. I also handle the day-to-day communication with the project owners.

The following is a list of past projects I have worked on under Florida Dredge & Dock, Inc.

- **Mosaic H System Dam**  
Owner: Mosaic Fertilizer LLC  
Address: 3900 Peoples Road, Ft. Meade, FL 33841  
Type of Work: Dredging Hookers H System Dam  
Project Dates: 10/05 - Present  
Contact: Dave Spedden
- **Mosaic H2**  
Owner: Mosaic Fertilizer LLC  
Address: 13830 Circa Crossing Drive, Lithia, FL 33547  
Type of Work: Dredging  
Project Dates: 01/12 - Present  
Contact: Steve Diffey
- **Mosaic #9 Walk Path**  
Owner: Mosaic Fertilizer LLC  
Address: 13830 Circa Crossing Drive, Lithia, FL 33547  
Type of Work: Ditch Dredging  
Project Dates: 12/10-1/11  
Contact: Karl Foelsche
- **Mosaic F2C Ditch**  
Owner: Mosaic Fertilizer LLC  
Address: P.O. Box 2005, Mulberry, FL 33860  
Type of Work: Ditch Dredging  
Project Dates: 06/08-11/08  
Contact: Gary Fowler 863-640-3712
- **Mosaic - Berths**  
Owner: Mosaic Fertilizer LLC  
Address: 8813 Highway 41 South, Riverview, FL 33569  
Type of Work: Berths  
Project Dates: 07/05-08/05  
Contact: Mike Wells 813-681-6128
- **Cargill South Ft. Meade Clay Settling Area**  
Owner: Cargill Fertilizer, Inc.  
Address: 3900 Peoples Road, Ft. Meade, FL 33841
- **Hurricane Pass Maintenance Dredging**  
Owner: Pinellas County Public Works  
Address: 440 Court Street, Clearwater, FL 33756  
Type of Work: Maintenance Dredging  
Project Dates: 02/02 - 08/02  
Contact: John Martaus 727-420-5065
- **Hooker's Prairie Mine H-4**  
Owner: Cargill Fertilizer, Inc.  
Address: 3900 Peoples Road, Ft. Meade, FL 33841  
Type of Work: H-4 Dredging Clay Settling Area  
Project Start Date: 08/01  
Contact: Dave Spedden 863-428-3206
- **Bartow Plant Maintenance Dredging**  
Owner: Florida Power Corp.  
Address: 3201 34<sup>th</sup> Street South, St. Petersburg, FL 33711  
Type of Work: Hydraulic Dredging of Shipping Channel  
Project Dates: 01/98-12/98

Isle of Palms Special District – Maintenance Dredging

**SECTION 2.6 EQUIPMENT CAPABILITIES**



**Equipment Schedule**

<b>Equipment</b>	<b>Location</b>	<b>Ownership</b>
(1) 12" Swinging Ladder Dredge	Tarpon Springs, FL	Florida Dredge & Dock
(1) 12" Floating Booster	Tarpon Springs, FL	Florida Dredge & Dock
(2) Dredge Tenders	Tarpon Springs, FL	Florida Dredge & Dock
10-12" Dredge Pipeline 30,000 Linear Feet	Tarpon Springs, FL Jacksonville, FL	Florida Dredge & Dock Brance Diversified, Inc (Sub)
(4) Barge Mounted Excavators	Jacksonville, FL	Brance Diversified, Inc (Sub)
(1) 16" Barge Off-Loader	Jacksonville, FL	Brance Diversified, Inc (Sub)
(3) 2,000 Cubic Yard Hopper Barges	Jacksonville, FL	Brance Diversified, Inc (Sub)
(1) 1000 HP Tug	Jacksonville, FL	Brance Diversified, Inc (Sub)

\* Note: A large inventory of back up equipment and parts immediately available locally.



September 9, 2020

TO: ISLE OF PALMS SPECIAL DISTRICT  
JACKSONVILLE, FLORIDA

RE: 2020 MAINTENANCE DREDGING PROJECT

**LITIGATION HISTORY**

In the past five years, Florida Dredge and Dock LLC has not been involved in any litigation or arbitration resulting from contracts completed or ongoing.

Sincerely,

A handwritten signature in dark ink, appearing to read "William D. Fletcher". The signature is fluid and cursive, written over a light background.

William D. Fletcher - Manager

Broward County Board of County Commissioners  
Human Services Department, Community Partnerships Division

**Public Entities Crimes Affidavit**

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER  
OFFICER AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted with a proposal to the Human Services Department.
2. This sworn statement submitted by Florida Dredge & Dock LLC  
(Name of entity submitting sworn statement)  
whose business address is 1040 Island Ave, Tarpon Springs FL 34689  
and (if applicable) its Federal Employer Identification Number is 205477741
3. My name is William D. Fletcher Jr. and my relationship to the  
entity named \_\_\_\_\_  
(Print name of individual signing)  
above is Manager
4. I understand that a "public entity crime" as defined in paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1989, because of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in paragraph 287.133(1)(e), Florida Statutes means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an entity.

**Public Entities Crimes Affidavit (continued),**

8. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. *(Please indicate which statement below applies).*

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime after July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime after July 1, 1989, AND *(Indicate which additional statement below applies).*

☐ There has been proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. *(Please attach a copy of the final order).*

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. *(Please attach a copy of the final order).*

☐ The person or affiliate has not been placed on the convicted vendor list. *(Please describe an action taken by or pending with the Department of General Services).*


William D. Loe  
(Signature)

SEPT 9, 2020  
(Date)

STATE OF Florida  
COUNTY OF Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority, William Fletcher (Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on the 9 day of September, 2020

 Angelina Magnole  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG317462  
Expires 3/28/2023

[Signature]  
NOTARY PUBLIC, State of Florida

My commission expires \_\_\_\_\_

Isle of Palms Maintenance Dredging Project Attachment A – ALT 1 Price Sheet North and South Canals to -5'					
Lump Sum Fixed Costs – Base Bid					
Bid Item	Item Description	Est. Qty.	Unit	Unit Cost	Lump Sum Total
	<b>General Items</b>				
00.01.01	Mobilization/Demobilization	1	LS	\$135,000.00	\$135,000.00
	<b>Dredging &amp; Material Transport</b>				
00.02.01	Floating Turbidity Barrier and Monitoring	1	LS	\$5,000.00	\$5,000.00
00.02.02	Environmental Monitoring (Manatee)	1	LS	\$5,000.00	\$5,000.00
00.02.03	Tow to/from DMMA	105,762	CY	\$5.00	\$528,810.00
00.02.04	Dredging	105,762	CY	\$12.00	\$1,269,144.00
00.02.06	Labor	105,762	CY	\$8.00	\$846,096.00
00.02.07	Survey	0	LS	0	0
00.02.08	Progress (Pay) Surveys	0	LS	0	0
	<b>Offsite Disposal</b>				
00.03.01	Disposal	105,762	CY	0	0
00.03.02	Debris Removal / Disposal (10%)	105,762	CY	0	0
SUB TOTAL LUMP SUM FIXED COSTS – BASE BID:					\$2,789,050.00

	GENERAL ITEMS	\$135,000.00
	DREDGING AND MATERIAL TRANSPORT	\$2,654,050.00
	OFFSITE DISPOSAL	0

**TOTAL BID:** TWO MILLION SEVEN HUNDRED EIGHTY NINE THOUSAND \$2,789,050.00  
8 FIFTY DOLLARS & NO/100

00.04.01	Unit Price for Dredging at Individual Residences	\$35.00/CY
----------	--	------------

\*Alternative 1 bid prices are for 105,762 CY, estimated based on survey profiles of the the channels and canals. The estimate assumes that the total target dredge depth is -5' MLW

<b>Isle of Palms Maintenance Dredging Project</b> <b>Attachment A – ALT 2 Price Sheet</b> <b>North and South Canals to -5' Plus 1' Overdredge (-6 overall)</b>					
<b>Lump Sum Fixed Costs – Base Bid</b>					
<b>Bid Item</b>	<b>Item Description</b>	<b>Est. Qty.</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Lump Sum Total</b>
	<b>General Items</b>				
00.01.01	Mobilization/Demobilization	1	LS	\$128,120.00	\$128,120.00
	<b>Dredging &amp; Material Transport</b>				
00.02.01	Floating Turbidity Barrier and Monitoring	1	LS	\$5,000.00	\$5,000.00
00.02.02	Environmental Monitoring (Manatee)	1	LS	\$5,000.00	\$5,000.00
00.02.03	Tow to/from DMMA	146,554	CY	\$5.00	\$732,770.00
00.02.04	Dredging	146,554	CY	\$12.00	\$1,758,648.00
00.02.06	Labor	146,554	CY	\$8.00	\$1,172,432.00
00.02.07	Survey	0	LS	0	0
00.02.08	Progress (Pay) Surveys		LS	0	0
	<b>Offsite Disposal</b>				
00.03.01	Disposal	146,554	CY	0	0
00.03.02	Debris Removal / Disposal (10%)	146,554	CY	0	0
<b>SUB TOTAL LUMP SUM FIXED COSTS – BASE BID:</b>					<b>\$3,801,970.00</b>

	<b>GENERAL ITEMS</b>	\$128,120.00
	<b>DREDGING AND MATERIAL TRANSPORT</b>	\$3,673,850.00
	<b>OFFSITE DISPOSAL</b>	0
<b>TOTAL BID: THREE MILLION EIGHT HUNDRED ONE</b>		<b>\$3,801,970.00</b>
<b>T H O U S A N D N I N E H U N D R E D S E V E N T Y &amp; N O / 1 0 0</b>		<b>D O L L A R S</b>

00.04.01	Unit Price for Dredging at Individual Residences	\$35.00/ CY
----------	--	-------------

\*Alternative 2 bid prices are for 146,554 CY, estimated based on survey profiles of the the channels and canals. The estimate assumes that the total target dredge depth is -6' MLW (-5 plus 1' overdredge)



**Isle of Palms Special District – Maintenance Dredging**

**ADDENDUMS**



Please accept this letter as confirmation that the below addendums were received and reviewed:

Addendum #1 – Update of the Technical Specifications

Addendum #2 – Update of the Bid Schedule

Respectfully,

A handwritten signature in dark ink, appearing to read "William D. Fletcher".

**William D. Fletcher  
Manager**

**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 9, 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**

**MOBILE: +1 (904) 838-0421  
EMAIL: [PAUL.RAUDENBUSH@HASKELL.COM](mailto:PAUL.RAUDENBUSH@HASKELL.COM)**

## Table of Contents

### SECTION 01- INTRODUCTION

1.1 SCOPE OF PROJECT .....	1
1.2 GENERAL INSTRUCTIONS.....	1

### SECTION 02 – GENERAL QUALIFICATION CRITERIA

2.1 GENERAL .....	3
2.2 GENERAL DREDGING EXPERIENCE .....	3
2.3 PARTICULAR DREDGING EXPERIENCE.....	3
2.4 FINANCIAL CAPABILITIES.....	4
2.5 PERSONNEL CAPABILITIES .....	4
2.6 EQUIPMENT CAPABILITIES .....	4
2.7 PUBLIC ENTITY CRIMES .....	4
2.8 LITIGATION HISTORY .....	4
2.9 RIGHT TO WAIVE .....	5
2.10 MAINTENANCE DREDGING: THRESHOLD CRITERIA.....	5
2.11 RESPONSIBILITY OF CONTRACTOR .....	5

### SECTION 03 – GENERAL PROVISIONS

3.1 INDEMNIFICATION.....	6
3.2 INSURANCE REQUIREMENTS.....	6
3.3 PERFORMANCE AND PAYMENT .....	7
3.4 DAMAGE TO WORK .....	7
3.5 SAFETY PROVISIONS .....	7
3.6 SIGNAL LIGHTS .....	8
3.7 CONTINUITY OF WORK.....	8
3.8 INSPECTION.....	8
3.9 SHOALING.....	9
3.10 SEAWORTHINESS CERTIFICATION.....	9
3.11 ENVIRONMENTAL LITIGATION.....	9
3.12 RIGHTS OF WAY .....	10
3.13 CONTRACTOR RESPONSIBILITY .....	10
3.14 SUPERVISION .....	10
3.15 WORK IN THE VICINITY OF OTHER CONTRACTORS.....	10
3.16 REGULATIONS AND LAWS .....	10
3.17 DISPUTE RESOLUTION WITH DISTRICT .....	11
3.18 DISPUTE RESOLUTION WITH HOMEOWNER .....	11

## **APPENDICES**

**A: AGREEMENT**

**B: BID SCHEDULE FORMS**

**C: BID DRAWINGS**

**D: TECHNICAL SPECIFICATIONS**

**E: PERMIT AUTHORIZATIONS**

**F: RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT**

**G: HARBOUR WATERWAY SPECIAL DISTRICT UPLAND SPOIL SITE  
AGREEMENT**

# 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 in 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. at the Isle of Palms Park in Jacksonville. Contractors are encouraged to attend and inspect the project sites.
- 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](mailto: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  
Inspector

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.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.**

## **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.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.**

### **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 there from, 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 of 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 DISTRICT at least 14 days prior to the Pre-Construction Conference. The CONTRACTOR shall incorporate the Health and Safety Plan into the Work Plan. The DISTRICT 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 agreed upon in writing 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 as 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.

**Technical Specifications**

**Isle of Palms Maintenance Dredging Project**

**TECHNICAL SPECIFICATIONS**

**Isle of Palms Maintenance Dredging Project**

1. Bid Schedule
2. Summary of Work
3. Measurement and Payment
4. Construction Progress Schedule
5. Submittal Procedures
6. Environmental Protection
7. Quality Control Procedures
8. Mobilization/Demobilization
9. Closeout Procedures
10. Erosion and Sedimentation Controls
11. Dredging

**Appendix**

U.S. Army Corps of Engineers Letter of Permission Permit File No. SAJ-2003-10787(SP-BAL)

Florida Department of Environmental Protection Verification of Exemption File No. 16-22-1376-002-EE

Florida Department of Environmental Protection Original Permit File No. 16-221376-001-EE

Harbour Waterway Special District Upland Spoil Site (HWSD) Agreement

Geotechnical Exploration Report dated March 18, 2020 (Updated March 26, 2020)



**Technical Specifications**  
**Isle of Palms Maintenance Dredging Project**

**SECTION 1**  
**BID SCHEDULE**

**1.1 SCOPE**

- A. The project consists of the dredging, transportation, and disposal/beneficial reuse of sediments from the Isle of Palms Channels Project area. The project area includes approximately 30,000 linear feet of canals and channels located within Northern, Central, and Southern Isle of Palms Community. The Isle of Palms Special District (District) waterways provides recreational boating access for Isle of Palms Community members to the Intracoastal Waterway. Actual dredge volumes will vary from estimates provided herein, as they are dependent on field conditions. The Contractor is requested to dredge the center of each canal to -5.0 feet referenced to Mean Low Water Datum (MLW) with one (1) additional foot of overdredge allowance. The Contractor shall present alternate costs for dredge scenarios (and volume estimates), as shown in the Bid Form and on the Bid Drawings.
- B. The project will be awarded based upon the opinion of the board of supervisors who will evaluate the proposals based upon on the lowest total bid amount submitted by a qualified bidder and the proposed means and methods presented by the contractors. The board reserves the right to accept or reject any and all proposals.
- C. If the quantity of a unit-priced item in this contract is an estimated quantity which has been specifically identified as eligible for adjustments due to variations in estimated quantities, and the actual quantity of the unit-priced item varies more than 25 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 125 percent or below 75 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing with the demand, an extension of time consistent with associated quantity variation. This variation in the estimated quantity (VEQ) clause does not apply to all bid items. It only applies to the dredge quantity as measured in cubic yards.
- D. This bid shall be for a complete project, and bid item prices shall include all components necessary for successful completion of the work as designed and specified.
- E. This Contract is solicited with bid items. Any bid price for items indicated above, which are considered unbalanced with the opinion of the District, may be rejected. An unbalanced bid is one in which the cost for one or more bid items is considered significantly low and one or more bid items are significantly high.

## **Technical Specifications**

### **Isle of Palms Maintenance Dredging Project**

## **SECTION 2 SUMMARY OF WORK**

### **2.1 DESCRIPTION**

- A. The District is soliciting licensed and qualified marine Contractors for the maintenance dredging of Isle of Palms channels/canals in Jacksonville, Florida. The work consists of furnishing all labor, materials, equipment, and performing all tasks necessary for the excavation, handling, and disposal/reuse of accumulated sediments within the project area.
- B. The following general information is based on initial hydrographic surveys and permitting conditions. The width of the Isle of Palms Channels varies. The total length of channels and canals is approximately 30,000 linear feet. The design dredge template extends along the center of the channel (not bank-to-bank) to elevation -5.0 feet MLW with 1 additional foot of overdredge, yielding a total target dredge depth of -6.0 feet MLW. However, alternative dredge templates are included for bid comparison purposes. (Alternate dredge scenarios and associated volumes are included in the Bid Drawing set.)
- C. It is estimated that 105,762 cubic yards of sediment will be removed from along the center of each canal along the project area down to a total target dredge depth of -5.0 feet MLW. Actual quantities will be confirmed by detailed hydrographic surveys performed by Arc Surveying and Mapping, Inc. and approved by the District after dredging.
- D. Dredging activities may be performed using mechanical or hydraulic means. The Contractor shall transport dredged material from the project area to the Harbour Waterway Special District Upland Spoil Site ("HWSD") located on the northwest side of Reed Island in Jacksonville, FL.
- E. The project intends to remove accumulated sediments to the authorized design dredge depth along the length of the Isle of Palms canals, without impacting adjacent natural resources.
- F. Underground utilities and improvements were not located as part of this survey. It will be the Contractor's responsibility to coordinate these locations before construction.
- G. This work must be completed according to the plans and specifications within the time specified in the contract. The Contractor must complete the work while maintaining compliance with the conditions of the Florida Department of Environmental Protection (FDEP), the United States Army Corps of Engineers (USACE), the U.S. Coast Guard, and all local permits.
- H. The District has a current federal permit, U.S. Army Corps of Engineers (USACE) File No. File No. SAJ-2003-10787 (SP-BAL) and a valid state exemption, Florida Department of Environmental Protection (FDEP) File No. 16-221376-002-EE, to dredge its approximately 30,000 linear feet of canals and channels located within Northern, Central, and Southern Isle of Palms Community. The Contractor shall comply with all original permit, and exemption conditions issued for this project.
- I. The Contractor is solely responsible for all construction means, methods, techniques, and procedures, including construction monitoring, permit compliance, and the sequence of the work.
- J. The Contractor shall be responsible for the design, installation, and maintenance of other site elements necessary to support the handling and hauling of dredge material.
- K. The current FDEP permit exemption does not mention turbidity monitoring. However, the District has accepted the FDEP standard for acceptable turbidity above associated background levels, which is 29 nephelometric turbidity units (NTU) for a Class III waterbody. Procedures for turbidity monitoring shall be verified at the preconstruction meeting with the FDEP and USACE. The

## **Technical Specifications**

### **Isle of Palms Maintenance Dredging Project**

- Contractor must comply with all turbidity standards and monitoring procedures confirmed by the FDEP at the preconstruction meeting.
- L. The Contractor must comply with the applicable Florida Fish and Wildlife Conservation Commission (FWC) Standard Manatee Conditions for In-Water Work.
  - M. The Contractor must comply with the USACE Jacksonville District's Programmatic Biological Opinion (JaxBO) Project Design Criteria (PDC) for In-Water Activities.

## **2.2 – ORDER OF WORK**

- A. The order of work shall generally be:
  - 1- Coordination with the HWSD, to receive dredged sediments.
  - 2- The installation of turbidity controls, sampling, and commencement of dredging.
  - 3- The order and progression of dredging shall be determined by the Contractor to conform to regulatory constraints while maximizing efficiency.
  - 4- The transportation, processing (in coordination with HWSD), and final disposal of dredged sediments.
  - 5- Deconstruction of temporary structures, cleanup, and restoration as required.

## **2.3 – LAYOUT OF THE WORK**

- A. The Contractor shall be responsible for continuously maintaining the position of the dredge or excavating equipment within the prescribed dredging limits. The Contractor shall continuously monitor water levels and depth of dredging to ensure that the designed depth is met. The Contractor shall have adequate personnel on-site with the ability to set accurate controls for continual dredge operations.
- B. The following horizontal dredging limits shall apply unless amended for a site-specific location in writing by the District and the Engineer:
  - 1- Natural Resources: No dredging shall occur within 10 feet of natural resources present at the time of construction. The horizontal limits of dredging shall be adjusted to meet the actual field conditions at the time of dredging.
  - 2- Bulkheads and Structures: The Contractor shall maintain a minimum distance of 10 feet from Bulkheads and other structures unless a property owner waiver has been provided to the Contractor by the District.
- C. Vertical dredging limits are restricted by regulatory authorizations, not to exceed an elevation of -5.0 feet (MLW), with 1.0 feet (MLW) of overdredge.
- D. The Contractor shall be responsible for the layout of the work per the construction plans.
- E. The Contractor shall use HYPACK® or comparable software to map the project area and continuously monitor dredging coordinates and depths. The Contractor is responsible for accurately dredging within the template, side-slopes, and maintaining setbacks as specified in construction drawings, specifications, and regulatory permits.

## **2.4 - OBSTRUCTION OF CHANNEL:**

- A. The Contractor shall minimize to the greatest extent practicable obstructing channels leading to residential waterfronts. The Contractor shall coordinate all work with the U.S. Coast Guard. The Contractor shall not, under any circumstance, obstruct public access along the Intracoastal waterway.

## **Technical Specifications**

### **Isle of Palms Maintenance Dredging Project**

- B. Outside the temporarily closed areas, in cases where the Contractor's equipment operation may obstruct navigation or may endanger the passage of vessels, said equipment or operation should be moved as soon as practical on the approach of any vessel to such extent as may be necessary to afford safe passage. Outside the temporarily closed areas, scow barges shall be secured in a position where it does not impede navigation or access to navigational channels, docks, moorings, or other waterfront property.
- C. Upon completion of the work, the Contractor shall promptly remove equipment including markers, buoys, scow barges, and turbidity curtains.

#### **2.5 – SITE CONDITIONS:**

- A. The work is located off the Intracoastal waterway, therefore exposed to weather conditions which at times may include storms and rough sea conditions requiring temporary suspension of marine construction activities. Additionally, the work area may be subject to wakes generated by passing vessels. The Contractor is responsible for being familiar with these conditions and for taking these conditions under consideration during pricing and scheduling of work.
- B. The Contractor must record adverse weather conditions that affect the work or schedule in daily reports. These daily reports shall be submitted at weekly progress meetings. The Contractor is responsible for documenting the conditions which shut down work and cannot submit a claim for inclement weather delays beyond the week that daily report submittals are due (each weekly progress meeting). The Contractor is allowed two (2) inclement weather days per month.
- C. It is the Contractor's responsibility to take precautions to ensure that partially complete work is not subject to displacement or damage due to natural site conditions or vessel wakes. Should any such damage or displacement of partially completed work occur, the Contractor is responsible for repairing any such damage or displacement of partially completed work at no additional cost to the District.
- D. Bathymetric data were collected by Arc Surveying and Mapping, Inc. in July 2020. Bathymetry of the dredge area has been incorporated into the design. The Contractor shall perform, at the Contractor's expense, any additional such investigations that the Contractor deems necessary to verify sediment characteristics and dredge quantities.
- E. Information and data furnished or referred to herein are provided for the Contractor's information. However, it is expressly understood that the District and Engineer shall not be responsible for any interpretation or conclusion made by the Contractor. It is the Contractor's responsibility to be familiar with local conditions that may, in any manner, affect the performance of the work.

#### **2.6 – HWSD COORDINATION:**

- A. The sediments removed from the dredge template shall be transported, handled, and deposited at the HWSD Upland Spoil Site on Reed Island.
- B. The Contractor is solely responsible for all coordination with the HWSD and compliance with the District's contract with HWSD for use of the HWSD Upland Spoil Site.
- C. Transportation, handling, and final disposal of the dredged material shall comply with all applicable permit authorizations, local, state, and federal regulations.

#### **2.7 - NOTICE TO MARINERS:**

- A. The Contractor shall be responsible for notifying the Coast Guard in a sufficient period to allow for publication of a notice to mariners. The local Coast Guard District contact is:

**Technical Specifications**  
**Isle of Palms Maintenance Dredging Project**

Attn: USCG Local Notices to Mariners  
7<sup>th</sup> Coast Guard District  
Brickell Plaza Federal Building  
909 S.E. First Avenue, Room 406  
Miami, Florida 33131-3028  
Telephone: (305) 415-6750

- B. The Contractor shall obtain approval from the U.S. Coast Guard for all buoys, markers, and other dredging aids before installation. Dredging aids, lights, or targets shall not be placed or colored in a manner that they will obstruct or be confused with navigation aids.

**2.8 – ENVIRONMENTAL PROTECTION:**

- A. The Contractor shall exercise due caution as not to damage existing native vegetation along or near the shoreline, natural resources within and around the project area, access ways, handling areas, and staging areas. Any native vegetation or seagrass outside the dredged template damaged by the Contractor during the course of work shall be restored by the Contractor at the Contractor's expense.
- B. In order to ensure that manatees are not adversely affected by construction activities as described by these specifications, the Contractor is required to strictly adhere to the FWC Standard Manatee Construction Conditions for In-Water Work (latest edition) which identify specific requirements for the protection of manatees.
- C. The Contractor will comply with the National Marine Fisheries Service's "Sea Turtle and Smalltooth Sawfish Construction Conditions" (latest edition).
- D. The Contractor is responsible for the installation of floating turbidity barriers around the dredge area and adhering to all turbidity controls and monitoring as specified by regulatory permits. The District has adopted the FDEP standard of 29 NTU above background as the limit for turbidity in a Class III Waterbody.

**2.9 – PERMITS:**

- A. The Contractor is required to obtain any permit (Federal, State, and local) required to complete the project as their operations dictate, which has not been previously obtained by the District. Copies of all previously obtained permits are included with the bid documents.
- B. A permit modification for the existing FDEP and USACE permits will be required to accommodate any deviations from means and methods authorized by issued permits (including Federal, State, and local permits). The Contractor is responsible for securing permit modifications.

**2.10 - GENERAL CONSTRUCTION NOTES**

- A. The purpose of this project is to mechanically or hydraulically dredge accumulated sediments from the Isle of Palms canals to -5.0 feet MLW with 1 foot of overdredge allowance. The Contractor is asked to bid two (2) different dredge options over the project area: 1) to -5.0 feet MLW and 2) to -5.0 with -1.0 feet overdredge. Both options will conform with the dredge template profiles included in the drawings. All the dredged material quantities presented herein are approximate. The Contractor is responsible for verifying estimated quantities before bidding.
- B. Dredge equipment buffers ten feet (10') from docks, seawalls, and structures will be maintained wherever possible. All dredging activity will maintain buffers from natural resources as specified in permit authorizations.

## **Technical Specifications**

### **Isle of Palms Maintenance Dredging Project**

- C. Dredging activity will be conducted in designated areas only and in accordance with the permits, plans, and specifications.
- D. The Contractor will strictly comply with standard manatee construction conditions for in-water work, sea turtle and Smalltooth sawfish construction conditions, buffers from natural resources, and all other permit conditions.
- E. The Contractor is responsible for restoring any disturbed areas of the offloading area, shoreline, upland, and temporary handling area to original conditions within 48 hours of project completion.
- F. The Contractor shall maintain erosion control and turbidity control measures throughout the project in conformance with conditions for turbidity and water quality, as specified by permit conditions.
- G. The Contractor shall conform to all turbidity sampling, continuous monitoring, and reporting conditions prescribed by the FDEP, referencing permit no. 16-221376-022-EE.
- H. The Contractor shall conform to all requirements of the HWSD, and all conditions set forth by the District's agreement with the HWSD for the use of their Upland Spoil Site on Reed Island.
- I. The Contractor shall comply with the Department of the Army Permit No. SAJ-2003-10787(SP-BAL).
- J. Bathymetric data (March 2018) was collected by Arc Surveying and Mapping, Inc. Bathymetry of the dredge area has been incorporated into this design. The information depicted within these plans represents the existing conditions at the time of data collection.
- K. Grid coordinates are in feet and are referenced to the Florida State Plane Coordinate System, East Zone, North American Datum of 1983 (NAD 83).
- L. Elevations shown within this plan set are in feet and are referenced to MLW datum, as established by the National Oceanic and Atmospheric Administration (NOAA).
- M. The Contractor is responsible for verifying the location of all underground utilities or other objects before commencing work at the site. Any utilities or other items damaged during construction shall be repaired by the Contractor at no cost to the District.
- N. The Contractor is responsible for repairing any damage to existing facilities, above or below ground, which may occur as a result of the work performed by the Contractor at no cost to the District.
- O. It is the Contractor's responsibility to become familiar with the permit, sampling, monitoring, and inspection requirements of the various governmental agencies.
- P. All specifications and documents referred to shall be of the latest revisions and/or latest edition unless otherwise noted.
- Q. The Contractor is responsible for maintaining horizontal and vertical accuracy during dredging, QA/QC procedures must be submitted and approved by the District and Engineer.
- R. All work performed shall comply with the regulations and ordinances of the various governmental agencies having jurisdiction over the work.
- S. Repair and replacement of all private and public property affected by this work shall be restored to a condition of equal to, or better than existing conditions.
- T. The Contractor shall coordinate directly with the HWSD facility to plan offloading and disposal of dredged sediments.
- U. The Engineer of Record is the Engineer responsible for the design of the project

Wood Environment and Infrastructure Solutions, Inc.  
6256 Greenland Road  
Jacksonville, FL 32258 USA

- V. The Contractor shall not occupy private land outside of any easements or rights of way unless written authorization has been signed by the property owner and provided to the District. Before



## **Technical Specifications**

### **Isle of Palms Maintenance Dredging Project**

the use of private lands, the Contractor shall submit a copy of the agreement(s) to the District. All agreements shall include language granting the District and Engineer unrestricted rights to access the property in association with the performance of their responsibilities concerning this project. If the Contractor uses the private property for any purpose without first having the necessary approvals from the property owner or provided the necessary agreement to the District, the District will direct the Contractor to cease using such property immediately. Before application for final payment, the Contractor shall provide documentation from the owner of each piece of private property for which an agreement for use was provided, or for which the District has issued a written notification to the Contractor, that each owner is satisfied with the manner in which the Contractor has restored the property. Final payment of or reduction in retainage shall not be paid until such documentation is received by the District.

- W. Under no circumstances will the use of explosives for excavation be permitted.
- X. Material removed from beyond the vertical or horizontal dredging limits as specified on the contract drawings shall be considered excessive dredging for which no payment will be made. The Contractor shall be responsible for all Federal, State, and local regulatory permits, implications, violations, damages and/or fees as a result of excessive dredging.
- Y. Any dredged materials deposited at locations other than as designated or approved by the District shall be considered misplaced material and shall not be paid for until the Contractor, at the Contractor's expense, removes and re-deposits such misplaced material to the approved disposal site. The removal and the redeposit of the misplaced material and any necessary disposal site restoration work shall not be the basis for a time extension or additional compensation under this contract.
- Z. Debris, such as stumps, rocks, rock fragments, roots, logs, trash, vegetation, etc. And any other objects (except archeological or historical resources) that exist within the project area or are unearthed during the dredging operations, shall be removed, transported, and disposed of at an appropriate disposal site other than HWSD and will not constitute a change of condition to the contract/agreement. Removal and disposal of debris will be the sole responsibility of the Contractor in its entirety. If archeological or historic resources are encountered, the Contractor shall notify the District immediately and stop work until directed to restart. Removal and disposal of debris and obstructions shall not be provided separately from payment. All costs associated with the required disposal of debris shall be included in the contract price for dredging.
- AA. The Contractor shall be responsible for the removal of any material that accumulates in the dredged channel or other areas as a result of the Contractor's activity and/or operations.
- BB. The work is to be completed within the area shown on the plans. If additional area is required for storage of equipment or materials, arrangements for such storage facilities shall be the responsibility of the Contractor. No staging, offloading, or parking may occur on vacant lots within the residential neighborhoods without written permission from the landowner and District for approval.
- CC. Disposal of any materials, wastes, effluent, trash, garbage, oil, grease, chemical, etc., in and adjacent to the project site shall not be permitted. If any waste materials are dumped in unauthorized areas, the Contractor shall remove the material and restore the area to the original condition. If necessary, the contaminated ground shall be excavated, disposed of as directed by the Engineer of Record, and replaced with suitable fill material.
- DD. The Contractor shall coordinate temporary removal and reinstallation of all aids to navigation within the dredge template with the asset owner.

## **Technical Specifications**

### **Isle of Palms Maintenance Dredging Project**

#### **2.11 - SAFETY NOTES:**

- A. It shall be the sole responsibility of the Contractor to comply with and enforce all applicable safety regulations. The information herein has been provided for the Contractor's information only. It does not imply that the District, District's Engineer, or Engineer of Record will inspect and/or enforce safety regulations.
- B. During the construction and/or maintenance of the project, all safety regulations are to be enforced. The Contractor shall be responsible for the control and safety of personnel. Labor safety regulations shall conform to the provisions set forth by the Occupational Safety and Health Administration (OSHA) in the federal register of the department of transportation.
- C. It is the Contractor's responsibility to ensure that all personnel in the project area wear proper personal protection equipment, including but not limited to safety vests, hard hats, safety boots, eye protection, hearing protection, and personal floatation devices.

#### **2.12 - ADDITIONAL RESIDENTIAL DREDGING:**

- A. The base bid for this project is limited to the centerline channel of the Isle of Palms canals and channels. If individual homeowners elect to have the submerged area over which they have a riparian interest dredged, the individual homeowner must coordinate directly with the Contractor to perform this work. The Contractor shall perform the work at the unit price listed on the bid sheet. Contractor will notify the Contract Manager regarding any contracts made between Contractor and an individual homeowner within thirty (30) days following such an agreement. The Contractor is responsible for coordinating pre- and post-dredge surveys of the additional dredge areas. The Contractor shall provide an invoice to individual homeowners, and a copy of the said invoice to the District within thirty (30) days of performing the work. The invoice must include cubic yards dredged, cubic yards transported to the HWSDS from the resident's submerged riparian area, the unit price charged for mechanical dredging (per cubic yard), lump-sum charge for surveys (if the additional amount was charged), and the total sum charged to the homeowner. It shall be the sole responsibility of the Contractor to coordinate with each individual homeowner regarding the limits of the additional dredge area. The Contractor shall comply with all environmental and safety standards as outlined in these specifications while dredging additional residential submerged areas.

## **SECTION 3**

### **MEASUREMENT AND PAYMENT**

#### **3.1 MEASUREMENT OF QUANTITIES**

- A. All work completed under the Contract will be measured by the District based on observed and/or measured progress of each item specified on the schedule of values.
- B. This Contract is being awarded on the lowest base bid presented by qualified Contractors. Bid items will be paid on a lump sum cost or measured quantity unit price cost, as identified in the description for each bid item and as provided in the Agreement.
- C. The lump sum and unit prices specified on the Bid Pricing Form shall include all costs necessary for the complete and successful completion of the project, including equipment, labor, direct charges,



## **Technical Specifications**

### **Isle of Palms Maintenance Dredging Project**

indirect charges, profit, incidental cost, taxes, and/or any other cost associated with that item, whether or not it is specifically identified in the plans or specifications. All appropriate costs shall be applied to the closest applicable item.

- D. The method of measurement and computations to be used in the determination of quantities of material furnished and of work performed under the Contract are identified in the description for each bid item.
- E. The term "lump sum," when used as an item of payment, will mean complete payment for the work described for that item.
- F. The term "unit price," when used as an item of payment, will mean complete payment for the work described for that item.
- G. The Contract Manager designated by the District will observe all work. The Contract Manager shall confirm that work has been completed in accordance with the Contract Documents, and all work has been completed to the satisfaction of the District.
- H. The Contractor is responsible for all work until it is inspected and accepted by the District. This includes replacing or repairing damages from wind, waves, and storms to the satisfaction of the District.
- I. All allowable payable percentages listed in the following bid item descriptions do not account for retainage.
- J. Payment will not be made for work done in any area designated by the District until the full depth required under the Contract is secured in the whole of such areas.
- K. The Contractor shall coordinate separately with individual homeowners for dredging outside of the project area but within permitted submerged areas, adjacent to residential properties and structures. Quantities of dredged material removed from these areas are to be submitted separately to the District and not included in progress payment submittals.

### **3.2 BID ITEMS**

#### **A. GENERAL ITEMS**

- 1. Mobilization/Demobilization
  - a) This bid item shall include all costs associated with the mobilization and demobilization of laborers and equipment for all costs associated with the preparatory work and operations necessary in mobilizing and demobilizing the dredge, dredge support equipment, boats, and equipment for the transportation of dredged material to the HWSD Upland Spoil -Site. In addition, the cost of bonds and required insurance, required plans and submittals, and any other pre-construction expenses necessary for the start of work (excluding the cost of construction materials) or post-construction expenses necessary for closeout shall also be included in this section. The cost of any items or work not included under a specific lump sum or unit price bid on the Bid Pricing Form shall be included as part of the lump sum price for Mobilization and Demobilization. The price for mobilization shall not exceed 10% of the Total Bid price.

#### **B. DREDGING AND MATERIAL TRANSPORT**

- 1. Floating Turbidity Barrier and Monitoring

## **Technical Specifications**

### **Isle of Palms Maintenance Dredging Project**

- a) This bid item shall include all costs involved in the installation, stabilization, maintenance, and removal of a floating turbidity barrier and associated turbidity monitoring, as specified in permit documents, surrounding the dredging project area.
- b) The work specified under this section shall be paid for at the Contract lump sum price based on the estimated percent complete of that section.
2. Environmental Monitoring
  - a) This bid item shall include all costs associated with environmental monitoring and other measures specified by permits not included in other bid items. This may include, but is not limited to, endangered species observation, spill prevention, and full compliance with Standard Manatee Conditions for In-Water Work.
  - b) The work specified under this section shall be paid for at the Contract lump sum price based on the estimated percent complete of that section.
3. Tow to and from the HWSD Upland Spoil Site (Transportation of Dredged Material)
  - a) This item shall include all quantity-based costs associated with the transportation of dredged sediments from the project area to the HWSD Upland Spoil Site.
  - b) The work specified under this section shall be paid for at the Contract unit price. Progress and final payments will utilize the cumulative quantity/volume based on the sediment dredging quantities.
4. Dredging
  - a) This item shall include all quantity-based costs associated with dredging sediments from the project area. The project area is the centerline of the channels and canals only, as depicted on Bid Drawings.
  - b) The work specified under this section shall be paid for at the Contract unit price. Progress and final payments will utilize the cumulative quantity/volume based on the sediment dredging quantities.
6. Labor
  - a) This bid item includes all quantity-based labor associated with dredging, not included in other bid items.
  - b) The work specified under this section shall be paid for at the Contract unit price. Progress and final payments will utilize the cumulative quantity/volume based on the sediment dredging quantities.

#### **7. Progress Payments**

Progress payments will be made as described in Article IV of the Contract.

## **C. OFFSITE DISPOSAL**

1. Disposal
  - a) This bid item includes all quantity-based costs associated with the final disposal of dredged sediments at the HWSD Upland Spoil Site, excluding all tipping fees which is the DISTRICT's responsibility.
  - b) The work specified under this section shall be paid for at the Contract unit price. Progress and final payments will utilize the cumulative quantity/volume based on the sediment dredging quantities.

**Technical Specifications**  
**Isle of Palms Maintenance Dredging Project**

2. Debris Removal / Disposal

- a) This bid item includes all quantity-based costs associated with the removal and disposal of debris encountered within the project area. Specifically, this item includes disposal of all debris and materials not suitable for disposal at HWSD Upland Spoil Site. This may include transportation and landfill tipping fees or other costs associated with disposal.
- b) The work specified under this section shall be paid for at the Contract unit price. Progress and final payments will utilize the cumulative quantity/volume based on the sediment dredging quantities.

**SECTION 4 CONSTRUCTION PROGRESS SCHEDULE**

**4.1 SUBMITTALS**

- A. Within fifteen (15) days of Notice of Award, the Contractor shall prepare and submit to the District for review and acceptance a Construction Progress Schedule in the form of a Bar Chart Schedule.
- B. The Contractor shall provide the District with weekly schedule updates with projected work areas indicated on Construction Drawings, such that the District can inform residents of upcoming dredging near their respective property. The Contractor shall give a minimum of two weeks' notice before dredging along residential canal sections.
- C. The schedule shall include all mobilization/demobilizations and anticipated work schedule in accordance with all regulatory permit restrictions, as well as construction and restoration of the temporary handling site and offsite disposal area. The Contractor shall carefully plan the dredging schedule.

**4.2 ACCEPTANCE**

- A. The acceptance of a Baseline Construction Schedule is a condition precedent on:
  1. Contractor starting work on the construction stages of the contract.
  2. Processing Contractor's invoice(s) for construction activities/items of work.
  3. Review of any schedule updates.
- B. Submittal of the Construction Progress Schedule and subsequent schedule updates must be understood to be the Contractor's certification that the submitted schedule meets all of the requirements of the Contract Documents, represents the Contractor's plan on how the work must be accomplished, and accurately reflects the work that has been accomplished and how it was sequenced.

**4.3 SCHEDULE FORMAT**

- A. Bar Chart Schedule: The Bar Chart must show work activities, submittals, District review periods, material/equipment deliveries, temporary handling site preparation, dredging sections, transportation, dredged material removal and disposal/reuse, environmental monitoring, demobilization/mobilization, inspections, and closeout activities. The Bar Chart must be time-scaled and generated using an electronic spreadsheet or scheduling program.

## **Technical Specifications**

### **Isle of Palms Maintenance Dredging Project**

- B. Schedule Submittals and Procedures: Submit Bar Chart Schedules and updates in hard copy and digital format to District and Engineer. Submit a digital copy of the Construction Progress Schedule in a format that is acceptable to the District.

#### **4.4 WEEKLY SCHEDULE UPDATES**

- A. Update the Construction Progress Schedule and submit to the District and Engineer at the weekly Construction Meetings or when the schedule has been revised. The updated schedule must be kept current, reflecting actual activity progress locations and plan for completing the remaining Work. With each updated schedule submitted, the Contractor shall provide a concise report with the following items:
  - 1. Schedule updates
  - 2. Critical path
  - 3. Date/time constraints other than those required in the Contract
  - 4. Changes in original durations for activities that have not started
  - 5. Status of completion date and interim milestones
  - 6. Anticipated delays (and corrective actions to minimize delays)
  - 7. A description of foreseeable schedule problem areas
  - 8. The specific stationing of work areas completed and projected project areas to be dredged in the coming weeks.

#### **4.5 WEEKLY PROGRESS MEETINGS**

- A. The Contractor shall prepare for and participate in a weekly progress meeting with the District for the purpose of jointly reviewing the actual progress as compared to the planned progress. During the meeting, the parties will review planned activities for the current week and the upcoming two weeks. Use the currently approved schedule update for the purpose of this meeting.

#### **4.6 MONTHLY ISLE OF PALMS DISTRICT (IOPSD) BOARD MEETINGS**

- A. The Contractor shall be required to attend all Isle of Palms Special District Board Meetings for the duration of the project. The Contractor shall address community concerns and questions and be prepared to present the most updated project schedule at each Board Meeting.

**SECTION 5**  
**SUBMITTAL PROCEDURES**

**5.1 SUMMARY**

- A. The District may request submittals in addition to those specified when deemed necessary to adequately describe the Work covered in the respective sections.
- B. Units of weights and measures used in all submittals are to be the same as those used in the Drawings.
- C. Each submittal is to be complete and in sufficient detail to allow ready determination of compliance with the Contract requirements.
- D. The Contractor's Project Manager is to check and approve all items before submittal and stamp, sign, and date accordingly the action taken. Proposed deviations from the Contract requirements are to be clearly identified. Include within submittals items such as the Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including but not limited to catalog cuts, diagrams, operating charts of curves; test reports, samples; certifications; and other such required submittals.
- E. Submittals requiring District/Engineer approval are to be scheduled and made before the acquisition of the item covered thereby
- F. District or their Contract Manager may develop a project team site to more efficiently track the project submittals. If developed, the Contractor shall use the team site to submit project deliverables.

**5.2 SUBMITTALS**

- A. Construction Progress Schedule (See Section 4 Construction Project Schedule)
- B. Weekly Progress Schedule Updates (See Section 4 Construction Project Schedule)
- C. Daily Progress Reports - The Contractor shall record the following daily information on Daily Progress Reports:
  - 1. Date and signature of the author of the report;
  - 2. Notes on all inspections;
  - 3. Details of Health and Safety inspections and meetings;
  - 4. A brief description of any Change Orders, Field Orders, Claims, Clarifications, or Amendments;
  - 5. Condition of all navigation aids (i.e., warning signs, lighted marker buoys)
  - 6. and any repairs performed on them;
  - 7. Weather conditions (adverse weather day, wind speed and direction, temperature, wave height, precipitation, etc.);
  - 8. Basic production details for dredging.
  - 9. The amount of time lost to severe weather, personal injury, turbidity violations, encounters with threatened or endangered species, etc.;
  - 10. Notes regarding compliance with the Progress Schedule;
  - 11. Visitor log.
- D. A template of the Contractor's Daily Progress Report shall be submitted to the District at least 14 days before the Pre-Construction Conference. The District shall have seven (7) days to perform a review and have the Contractor make any necessary revisions before acceptance of the report template. The daily progress reports shall be submitted to the District at the Weekly Progress Meetings in both hard copy and digital format (Adobe Acrobat® Format, or approved equal). The

## **Technical Specifications**

### **Isle of Palms Maintenance Dredging Project**

typical form for Daily Progress Reports shall be developed by the Contractor and incorporated into the Work Plan.

- E. Dredge Plan: The Contractor shall prepare and submit no less than fourteen (14) days before the commencement of dredge activities to the District, a dredge plan that identifies the Contractor's order of execution of the dredging operations.
- E. Hurricane and Severe Storm Plan: The Contractor shall develop and maintain a written Hurricane and Severe Storm Plan. The Plan shall include, but not be limited to, the following:
  - 1. Identify the type of actions that will be taken before a storm strikes at the Project area.
  - 2. The plan should specify what weather conditions and/or wave heights will require shutdown of the Work and removal of equipment, personnel, etc.
  - 3. Notes from continuous monitoring of NOAA marine weather broadcasts and other local commercial weather forecasts.
  - 4. Equipment list with details on their ability to handle adverse weather and wave conditions.
  - 5. Methods of securing equipment.
  - 6. Methods that will be used to secure equipment left on-site during adverse weather conditions.
  - 7. Evacuation or immediate reaction plans to be taken by personnel for sudden storm occurrences.
  - 8. Operations procedures which will be used to secure critical dredging equipment such as spuds, swing wires, anchor wires, or tugs during adverse weather conditions.
  - 9. Communications protocol with local law enforcement and fire and rescue agencies.
  - 10. The Hurricane and Severe Storm Plan shall be submitted to the District at least fourteen (14) days before the Pre-Construction Conference. The Contractor shall incorporate the Hurricane and Severe Storm Plan into a comprehensive Work Plan. The District and Engineer are not responsible for the adequacy of this plan.
- F. Environmental Protection Plan (See Section 6 Environmental Protection): The Environmental Protection Plan shall be submitted to the District at least fourteen (14) days before the Pre Construction Conference.
- G. Health and Safety (See General Conditions, Safety, and Health Standards): The Health and Safety Plan shall be submitted to the District at least fourteen (14) days before the Pre-Construction Conference.
- H. Quality Control (QC) Plan: The Contractor shall submit a written Quality Control Plan to the District no less than fourteen (14) days before the Pre-Construction Conference. The plan shall include, at a minimum, the following:
  - 1. A description of the QC organization, including a chart showing lines of authority and acknowledgment that the QC staff will implement the three-phase control system for every aspect of the work specified. Include a QC Manager who reports to the District.
  - 2. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a QC function.
  - 3. A copy of the letter to the QC Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the QC Manager, including the authority to stop work which is not in compliance with the Contract.
  - 4. Letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities will be issued by the QC Manager. Copies of these letters must be furnished to the District.
  - 5. Procedures for scheduling, reviewing, certifying, and managing submittals.

## **Technical Specifications**

### **Isle of Palms Maintenance Dredging Project**

6. Procedures for tracking deficiencies from identification through acceptable corrective action. Establish verification procedures that identified deficiencies have been corrected.
  7. Reporting procedures, including proposed reporting formats.
  8. A list of the definable features of work, which is separate and distinct from other tasks, has separate control requirements and may be identified by different trades or disciplines, or it may be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there is frequently more than one definable feature under a particular section. This list will be agreed upon during the Pre- Construction Meeting.
- J. Turbidity Monitoring Reports: The Contractor shall submit Turbidity Monitoring Reports to the District for review daily. Turbidity monitoring shall be conducted by the Contractor as specified in the FDEP Permit (exemption) and the Specifications.
- K. Work Plan: At least fourteen (14) days before the Pre-Construction Conference, the Contractor shall submit a written plan to the District that details how the Work will be provided, including layout drawings, projected schedule (Initial Progress schedule), and a list of materials and equipment. Other required plans, documents, submittals, etc. may be incorporated into a common comprehensive work plan.
- L. The Contractor shall review pre – and post-construction surveys of the dredge project area after the completion of dredging. Partial progress payments to the Contractor will be based upon the approval of progress surveys by the District/Engineer. The Contractor shall be responsible for the maintenance of all completed work until the completion of the Project. Final payments to the Contractor will be based upon the approval of the final post-construction hydrographic survey for the entire project area by the District/Engineer.
- M. Site Inspection and Restoration Report: The Contractor shall complete a comprehensive inspection of the dredge area, and associated elements following the completion of dredging and provide a report of the inspection and repair activities as applicable.
- N. The Contractor shall submit copies of invoices issued to individual homeowners for dredging performed outside of the project area but within permitted submerged areas adjacent to residential properties and structures. Quantities of dredged material removed from these areas are to be submitted separately to the District and not included in progress payment submittals. The Contractor shall provide an invoice to individual homeowners, and a copy of the said invoice to the District within thirty (30) days of performing the work. The invoice must include cubic yards dredged, cubic yards transported to the HWSD Upland Spoil Site from the resident's submerged riparian area, the unit price charged for mechanical dredging (per cubic yard), lump-sum charge for surveys (if the additional amount was charged), and the total sum charged to the homeowner.

## **SECTION 6**



## **ENVIRONMENTAL PROTECTION**

### **6.1 SUMMARY**

- A. This section covers the monitoring and prevention of environmental pollution and damage as the result of construction operations under this Contract and for those measures outlined in other technical requirements of these Specifications. For this Specification, environmental pollution and damage are defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for aesthetic, cultural, and/or historical purposes. The monitoring and control of environmental pollution and damage requires consideration of air, water, and land, and includes management to visual aesthetics, noise, solid waste, radiant energy, and radioactive materials, as well as other pollutants.

### **6.2 REFERENCES**

- A. The publications listed below form a part of this Specification to the extent referenced. The publications are referred to in the text by the basic designation only.

U.S. Code of Federal Regulations	
40 CFR 260	Hazardous Waste Management System: General
40 CFR 261	Identification and Listing of Hazardous Waste
49 CFR 171 – 178	Hazardous Materials Regulations

### **6.3 DEFINITIONS**

- A. Environmental Protection: Environmental protection is the prevention/control of pollution and habitat disruption that may occur to the environment during construction. The control of environmental pollution and damage requires consideration of land, water, and air; biological and cultural resources; and includes management of visual aesthetics; noise; solid, chemical, gaseous, and liquid waste; radiant energy and radioactive material as well as other pollutants.
- B. Contractor Generated Hazardous Waste: Contractor generated hazardous waste means materials that, if abandoned or disposed of, may meet the definition of hazardous waste. These waste streams would typically consist of material brought on-site by the Contractor to execute Work, but are not fully consumed during construction. Examples include, but are not limited to, excess paint thinners (i.e., methylethylketone; toluene, etc.), waste thinners, excess paints, excess solvents, waste solvents, and excess pesticides, and contaminated pesticide equipment rinse water.
- C. Land Application for Discharge Water: The term "Land Application" for discharge water implies that the Contractor shall discharge water at a rate that allows the water to percolate into the soil. No sheeting action, soil erosion, discharge into storm sewers, discharge into defined drainage areas, or discharge into the "waters of the State" shall occur. Land Application shall comply with all applicable Federal, State, and local laws and regulations.
- D. Surface Discharge: The term "Surface Discharge" implies that the water is discharged with possible sheeting action, and subsequent soil erosion may occur. Waters that are surface discharged may terminate in drainage ditches, storm sewers, creeks, and/or "waters of the United States" and would require a permit to discharge water from the governing agency.



## **Technical Specifications**

### **Isle of Palms Maintenance Dredging Project**

- E. Quality Control: The Contractor shall establish and maintain quality control for environmental protection of all items set forth herein. The Contractor shall record on Daily Progress Reports or attachments thereto, any problems in complying with laws, regulations and ordinances, and corrective actions are taken.

#### **6.4 PERMITS**

- A. The Contractor shall be responsible for obtaining all required federal, state, local, and environmental permits not supplied by the District. The Contractor shall familiarize himself and his personnel with all building and environmental protection permits issued for this Project, and shall comply with all requirements under the terms and conditions set forth therein. A copy of all permits shall be kept on-site at all times and shall be attached to the Environmental Protection Plan. Permits shall be displayed in accordance with all federal, state, and local laws.
- B. The District has obtained the following permits:  
U.S. Army Corps of Engineers Permit No. SAJ-2003-10787 (SP-BAL)  
Florida Department of Environmental Protection Permit Exemption No. 16-221376-002-EE

#### **6.5 SUBMITTALS**

The following shall be submitted to the Engineer no less than fourteen (14) days before the Pre-Construction Conference for approval:

- A. Environmental Protection Plan: No less than fourteen (14) days before the Pre- Construction Conference, the Contractor shall submit to the District/Engineer, in writing, an Environmental Protection Plan. Approval of the Contractor's plan will not relieve the Contractor of his responsibility for adequate and continuing control of pollutants and other environmental protection measures. A copy of the Environmental Protection Plan shall be kept on-site at all times. The Environmental Protection Plan shall include, but not be limited to, the following:
1. A list of federal, state, and local laws, regulations, and permits concerning environmental resource protection including, but not limited to: protection of fish and wildlife; protection of threatened and endangered species; protection of water quality; and, pollution control and abatement that apply to the Contractor's proposed operations and the requirements imposed by those laws, regulations, and permits.
  2. Methods of protection of features to be preserved within Work areas. The Contractor shall prepare a listing of methods to protect resources needing protection (i.e., trees, grasses and ground covers, air and water quality, fish and wildlife, soil, and archeological and cultural resources).
  3. Procedures to be implemented to provide the required environmental protection and to comply with the applicable laws and regulations. The Contractor shall provide written assurance that immediate corrective action will be taken to correct pollution of the environment due to accident, natural causes, or failure to follow the procedures set out in accordance with the environmental protection plan.
  4. A permit or license for and the location of the solid waste disposal facility to be used for disposal of solid wastes resulting from this Project.
  5. Environmental monitoring plans for the job site, including land, water, air, noise, and protected species monitoring in accordance with permit requirements.
  6. Oil spill prevention plan.

## **Technical Specifications**

### **Isle of Palms Maintenance Dredging Project**

7. Oil spill contingency plan.
8. A statement as to the person(s) who will be responsible for the implementation of the Environmental Protection Plan. The Contractor personnel responsible shall report to the Contractor's top management, and shall have the authority to act for the Contractor in all environmental protection matters.
9. The names and qualifications of those entities selected by the Contractor to conduct the turbidity monitoring.
10. An erosion and sediment control plan which identifies the type and location of the erosion and sediment controls to be provided. The plan shall include monitoring and reporting requirements to assure that the control measures comply with the erosion and sediment control plan, Federal, State, and local laws and regulations.
11. Turbidity Monitoring and Control Plan: No less than fourteen (14) days before the Pre-Construction Conference, the Contractor shall submit to the District/Engineer, in writing, a Turbidity Monitoring and Control Plan. The turbidity monitoring portion of the plan shall be consistent with, but not limited to, all conditions set forth in the FDEP Environmental Resource Permit (See Appendix).

## **SECTION 7**

### **QUALITY CONTROL PROCEDURES**

#### **7.1 SUMMARY**

This section covers the procedures used for quality control required under this Contract.

#### **7.2 SUBMITTALS**

Quality Control Plan (See Section 01 33 00 Submittal Procedures)

#### **7.3 REQUIREMENTS**

The Contractor shall establish and maintain an effective Quality Control (QC) system to ensure compliance with the requirements of the Contract. QC consists of plans, procedures, and organization necessary to produce an end product which complies with the Contract requirements. Cover all operations, both on-site and off-site, and be keyed to the proposed sequence.

#### **7.4 QUALITY CONTROL ORGANIZATION**

Personnel Requirements: The requirements for the QC organization are a QC Manager and a sufficient number of additional qualified personnel to ensure safety and Contract compliance. The Safety and Health Manager must report directly to a senior project (or corporate) official independent from the CQC Manager. Personnel identified in the technical provisions as requiring specialized skills to assure the required work is being performed properly shall also be included as part of the QC organization. The Contractor's QC staff shall maintain a presence at the site continuously during the progress of the work and have complete authority and responsibility to take actions necessary to ensure Contract compliance. Provide adequate office space, filing systems,

## **Technical Specifications**

### **Isle of Palms Maintenance Dredging Project**

and other resources as necessary to maintain an effective and fully functional QC organization. Promptly complete and furnish all letters, material submittals, schedules, and all other project documentation to the QC organization. The QC organization shall be responsible for maintaining these documents and records at the site at all times, except as otherwise acceptable to the District.

- A. Quality Control Manager: The Contractor shall identify as QC Manager an individual within the on-site work organization who is responsible for the overall management of QC and has the authority to act in every QC issue for the Contractor. The QC Manager shall be a construction person with a minimum of 5 years in related work. This QC Manager shall be on-site at all times during construction and be employed by the Contractor. The QC Manager shall be assigned as QC Manager and may not have additional duties or roles in addition to quality control, except for Safety and Health Manager. Identify in the Plan an alternate to serve in the QC Manager's absence. The requirements for the alternate are the same as the QC Manager.

## **SECTION 8**

### **MOBILIZATION AND DEMOBILIZATION**

#### **PART 1 – GENERAL**

##### **8.1 SCOPE**

Furnish all labor, materials, tools, and equipment as necessary to transport all equipment and personnel to and from the dredge area for work activities.

#### **PART 2 - PRODUCTS**

##### **8.2 GENERAL**

The Contractor is solely responsible for providing security for all materials stored on-site during construction activities.

#### **PART 3- EXECUTION**

##### **8.3 GENERAL**

- A. The Contractor shall provide ten (10) days notification to the District before initiating mobilization to the site and initiating work. The Contractor shall also provide ten (10) days notification to the District before initiating mobilization of dredge equipment to the site and initiating dredging operations. The Contractor will also provide proof that all permits have been obtained before initiating work.
- B. The Contractor shall restrict his operations to the designated work area and ensure that construction activities do not impact natural resources included but not limited to wetlands, seagrasses, or marsh grasses delineated on the Drawings.
- C. The Contractor is responsible for visually inspecting the site to note obstructions or access difficulties.
- D. The Contractor is responsible for providing and/or maintaining access to the worksite to facilitate all construction, inspection, and testing activities.

## **SECTION 9**

**CLOSEOUT PROCEDURES**

**PART 1 - GENERAL**

**9.1 SUMMARY**

- A. This Section specifies administrative and procedural requirements for project closeout, including but not limited to:
1. Inspection procedures.
  2. Project record document submittal.
  3. Final cleaning.

**9.2 SUBSTANTIAL COMPLETION**

- A. Preliminary Procedures: Before requesting an inspection for certification of Substantial Completion, complete the following. List exceptions in the request.
1. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum. If 100 percent completion cannot be shown, including a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
  2. Advise the District of pending insurance change-over requirements.
  3. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents.
  4. Submit record drawings based on Arc Surveying and Mapping, Inc. final post-dredge surveys (verified post-dredge survey), damage or settlement survey, property survey, and similar final record information.
  5. Discontinue or change over and remove temporary facilities from the site, along with construction tools and similar elements. Repair damages to shoreline and structures, as applicable.
  6. Complete final clean up requirements.
- B. Inspection Procedures: On receipt of a request for inspection, the Engineer will either proceed with inspection or advise the Contractor of unfilled requirements. The Engineer will prepare the Certificate of Substantial Completion following inspection, or advise the Contractor of construction that must be completed or corrected before the certificate will be issued. The Engineer will repeat inspection when requested and assured that the Work has been substantially completed. The results of the completed inspection will form the basis of requirements for final acceptance.

**9.3 FINAL ACCEPTANCE**

- A. Preliminary Procedures: Before requesting a final inspection for certification of final acceptance and final payment, complete the following. List exceptions in the request.
1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
  2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
  3. Submit a certified copy of the Engineer's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and the list has been endorsed and dated by the Engineer.

## **Technical Specifications**

### **Isle of Palms Maintenance Dredging Project**

4. Submit the consent of surety to the final payment.
  5. Submit a final liquidated damages settlement statement.
  6. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Re-inspection Procedure: The Engineer will re-inspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the District.
1. Upon completion of re-inspection, the Engineer will prepare a certificate of final acceptance, or advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
  2. If necessary, re-inspection will be repeated.

## **PART 2 EXECUTION**

### **9.4 FINAL CLEANING**

- A. General: General cleaning during construction is required. Clean the site of rubbish, litter, and other foreign substances.
- B. Removal of Protection: Remove temporary protection and facilities installed for protection of the Work during construction.
- C. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials within the Project area. Do not discharge volatile, harmful, or dangerous materials into drainage systems or surface waters. Remove waste materials from the site and dispose of it lawfully.
- D. Where extra materials of value remaining after completion of associated Work have become the District's property, arrange for disposition of these materials as directed.

## **SECTION 10**

### **EROSION AND SEDIMENTATION CONTROLS**

## **PART 1 - GENERAL**

### **10.1 DESCRIPTION**

- A. The work specified in this Section consists of furnishing and installing materials and taking measures required to control erosion on the project and in surrounding areas where work is accomplished in conjunction with the project, including the HWSD Upland Spoil Site. This work intends to prevent pollution of water, detrimental effects on public or private property adjacent to the project right of way, and damage to work on the project. These measures will consist of construction and maintenance of temporary erosion control features.

### **10.2 PERMITS**

- A. The Contractor shall comply with all requirements of the Florida Department of Environmental Protection, U.S. Army Corps of Engineers and Florida Department of Transportation regulations and permits during construction.

## **Technical Specifications**

### **Isle of Palms Maintenance Dredging Project**

- B. The Contractor shall maintain a copy of all permits on-site and available for review by any regulatory agency.

#### **10.3 CONTROL OF CONTRACTORS OPERATIONS WHICH MAY RESULT IN WATER POLLUTION**

- A. Take sufficient precautions to prevent pollution of rivers, streams, channels, canals, lakes, and other water impoundments, with fuels, oils, bitumens, calcium chloride, or other harmful materials. Conduct and schedule operations to avoid or otherwise minimize pollution or siltation of such streams, etc. and to avoid interference with the movement of migratory fish. Do not dump the residue from dust collectors or washers into any water body.
- B. Construction operations in rivers, channels, streams, lakes, canals, and other impoundments shall be restricted to those areas where it is necessary to perform filling or excavation to accomplish the work shown in the Contract Documents and to those areas which must be entered to construct temporary structures as soon as conditions permit, promptly clear rivers, channels, canals, streams, and impoundments of all obstructions placed therein or caused by construction operations.
- C. Do not deposit excavated material in streams, rivers, channels, canals, or impoundments, or in a position close enough thereto, to be washed away by high water or runoff.
- D. Do not disturb lands or waters outside the limits of construction, except as may be found necessary to complete the work. All disturbed lands outside of the limits of construction must be put back to existing or better condition.

#### **10.4 START OF WORK**

- A. Before starting work, the Contractor shall perform the following tasks:
  - 1. Install turbidity barriers and monitoring controls per FDEP Permit Conditions.
  - 2. Initiate permitted operations.

## **PART 2 - EXECUTION**

#### **10.5 GENERAL**

- A. Construct temporary and permanent erosion and sediment control measures to prevent the pollution of adjacent waterways in conformance with the laws, rules, and regulations of Federal, State, and local agencies.

#### **10.6 INSTALLATION**

- A. Floating Silt Barriers: This work shall consist of installing, maintaining, and removal of floating silt barriers to contain turbidity that may occur as the result of dredging, filling, or other construction activities in waters of the State. The type barrier used, the deployment and maintenance of the barrier will be such as to minimize dispersion of turbid waters from the construction-site. Alternate methods or materials may be used provided that compliance with applicable permit conditions and State water quality standards are maintained.

#### **10.7 REMOVAL OF TEMPORARY EROSION CONTROL FEATURES**

## **Technical Specifications**

### **Isle of Palms Maintenance Dredging Project**

In general, remove any temporary erosion control in such a manner that there will be no detrimental effect. Removal of such measures shall not occur before receipt of approvals from the District.

#### **10.7 MAINTENANCE OF TEMPORARY EROSION CONTROL FEATURES**

Provide continuous routine maintenance of temporary erosion control features until the project is completed and accepted.

#### **10.8 SURFACE WATER MANAGEMENT, STORMWATER RUNOFF CONTROL, AND EROSION CONTROL**

- A. The Contractor shall be responsible for all runoff control efforts, including without limitation protecting areas receiving runoff, in accordance with any applicable regulations, codes, plans, and permits.
- B. The Contractor shall furnish, install, and maintain, at no additional cost to the District, all necessary surface for turbidity control and prevent erosion and surface degradation.
- C. The Contractor recognizes and agrees that should any of the ponds, rivers, lakes, channels, canals or other bodies of water adjacent to the site become contaminated due to the actions or inactions of the Contractor, the costs to flocculate, clean or remedy such contamination by any means necessary as required will be borne by the Contractor. The District shall take turbidity readings regularly and shall enforce all applicable environmental regulations.

## **SECTION 11**

### **DREDGING**

#### **PART 1 - GENERAL**

##### **11.1 DESCRIPTION**

- A. All dredging work for this Contract consists of mechanical or hydraulic dredging of primarily fine-grained sediments within the Isle of Palms Channels/Canals as defined on the Drawings. The dredging depth is set at -5.0 feet MLW with 1 foot of overdredge (final dredge elevation -6.0 feet MLW). All dredged material shall be transported to the HWSD Upland Spoil Site at Reed Island.

##### **10.2 ARTIFICIAL OBSTRUCTIONS**

- A. The District has no knowledge of existing wrecks, wreckage, or other material of such size or character as to require the use of a special or additional dredge for its economical removal. Debris encountered in the dredge area shall be removed from the water. Proper disposal shall be the responsibility of the Contractor.

##### **10.3 QUANTITY OF MATERIAL**

- A. This Project intends to remove accumulated sediments from the project area to -5.0 feet MLW with 1 foot of overdredge (final dredge elevation -6.0 feet MLW). Based on the most recent bathymetric survey data collected, for dredging along the center of the canals only, it is estimated that 105,672



## **Technical Specifications**

### **Isle of Palms Maintenance Dredging Project**

cubic yards of sediment will be removed from within the Project Area. This volume is an estimate for bidding purposes only. The Contractor is responsible for verifying all estimated quantities in the field before dredging.

#### **10.4 DREDGING LIMITS**

- A. The Contractor shall dredge the project area template. The dredge template will be as shown on the Drawings. When working adjacent to marsh grasses, or any other protected natural resource, setback requirements shall take precedence over the template limits shown in the plan sheets.
- B. The following horizontal dredging limits shall apply unless amended for a site-specific location in writing by the District and the Engineer:
  - 1. Natural Resources: No dredging shall occur within 10 feet of natural resources present at the time of construction. The horizontal limits of dredging shall be adjusted to meet the actual field conditions at the time of dredging.
  - 2. Bulkheads and Structures: The Contractor shall maintain a minimum distance of 10 feet from Bulkheads and other structures unless a property owner waiver has been provided to the Contractor by the District.
- F. The Contractor shall be responsible for continuously maintaining the position of the dredge or excavating equipment within the prescribed dredging limits. The Contractor shall continuously monitor water levels and depth of dredging to ensure that the design depth is met. The Contractor shall have adequate personnel on-site with the ability to set accurate controls for continual dredge operations.
- G. Vertical dredging limits are restricted by regulatory authorizations, not to exceed an elevation of -6.0 feet (MLW), including overdredge.
- H. The Contractor shall be responsible for the layout of the work per the construction plans.
- I. The Contractor shall use HYPACK® or comparable software to map the project area and continuously monitor dredging coordinates and depths. The Contractor is responsible for accurately dredging within the template, side-slopes, and maintaining setbacks as specified in construction drawings, specifications, and regulatory permits.

#### **10.5 SIDE CUTS**

Side cuts shall be sloped as required to prevent sloughing of material away from channel boundaries.

#### **10.6 PERMIT AUTHORIZATIONS**

- A. The Contractor shall be responsible for obtaining all required federal, state, municipal, and environmental permits not supplied by the District. The Contractor shall familiarize himself and his personnel with all environmental protection permits (Appendix) issued for this Project and shall comply with all requirements under the terms and conditions set forth therein.
- B. The District has obtained permits or exemptions from the following agencies:
  - 1. U.S. Army Corps of Engineers (USACE)
  - 2. Florida Department of Environmental Protection (FDEP)

#### **10.7 ENVIRONMENTAL PROTECTION REQUIREMENTS**



## **Technical Specifications**

### **Isle of Palms Maintenance Dredging Project**

The Contractor shall provide and maintain, during the life of the Contract, environmental protective measures consistent with section 6 ENVIRONMENTAL PROTECTION. Additionally, the Contractor shall provide all applicable and appropriate environmental protective measures required to correct conditions, such as oil spills or debris, which may occur during the dredging operations. The Contractor shall fully comply with Federal, State, and local regulations pertaining to water, air, and noise pollution.

## **PART 3 - EXECUTION**

### **10.8 INSPECTION**

The Contractor shall inspect the work and keep records of the work performed. The Contractor shall furnish, at the request of the District/Engineer, boats, boatmen, laborers, and materials necessary for inspecting, supervising, and surveying the work. When required, the Contractor shall provide transportation for the District/Engineer and inspectors to and from the area(s) being subjected to dredging and the Contractor's upland access/staging area.

### **10.9 CONDUCT OF DREDGING WORK**

- A. Interference with Navigation: The Contractor shall minimize interference with the use of channels and passages as much as practicable.
- B. Noise: All operations are to be performed in accordance with applicable local noise ordinances.
- C. Method of Communication: The Contractor shall provide a system of communication between the dredge crew and the crew at the temporary handling site. Portable two-way radios are considered an acceptable means of communication between the two crews.
- D. Salvage Material: Anchors, chains, firearms, and other articles of value, which are brought to the surface during dredging operations, shall remain or become the property of the District and shall be deposited onshore at a convenient location near the site of the work, as directed by the District/Engineer.
- E. Order of Work: the Contractor shall indicate the order of work in baseline and construction progress update schedules in accordance with the requirements of Section 4 Project Construction Progress Schedule and all of the permitting restrictions.
- F. Equipment Removal: upon completion of the Work, the Contractor shall promptly remove the dredge, barges, and all other equipment or obstructions, from the Project area.
- G. Days and Hours of Operation:
  - 1. Dredge activity, including barge movement, shall occur at least one hour after sunrise to one hour before sunset from Monday to Friday. No night dredging is permitted.
  - 2. Resource for determining exact times of sunrise and sunset shall be the U.S. Observatory ([http://aa.usno.navy.mil/data/docs/RS\\_OneYear.php](http://aa.usno.navy.mil/data/docs/RS_OneYear.php))
  - 3. Work may not be conducted on Saturdays, Sundays, and national holidays.
- H. Lights
  - 1. Each night, between sunset and sunrise and during periods of restricted visibility, the Contractor shall provide lights for floating vessels.
  - 2. The Contractor shall provide lights for buoys that could endanger or obstruct navigation. Lighting shall conform to United States Coast Guard requirements for visibility and color.
- I. Dredge:
  - 1. The work shall be performed with a mechanical or hydraulic dredge with all dredged material transported and placed at the Harbour Waterway DMMA in accordance with all permit conditions.

## **Technical Specifications**

### **Isle of Palms Maintenance Dredging Project**

2. Dredger and equipment employed on the work shall be in satisfactory operating condition and capable of safely and efficiently performing the work as indicated or specified and shall be subject to inspection and approval by the District at all times.
  3. Equipment and machinery shall be of sufficient size and kept in good condition at all times. Any leaks or deficiencies shall be promptly and properly repaired. No reduction in the capacity of the dredger employed on the work shall be made except by written permission of the District.
  4. The measure of the "Capacity of Dredge" shall be its actual performance on the work to which these specifications apply. All floating dredges and barges used as access ways or working platforms shall be equipped with walkways and guardrails conforming to Corps of Engineers Manual EM 385-1-1 and meet the latest OSHA requirements for worker safety.
  5. Mechanical dredging operations must have the capacity to dredge and place a minimum of 100 cubic yards of material per day.
- J. Safety of Structures and Marine Resource Areas
1. The execution of work shall ensure the stability of channel markers, piers, bulkheads, and other structures that are lying on or adjacent to the site of the work, insofar as structures may be jeopardized by dredging or transportation operations.
  2. The Contractor shall observe a minimum 10-foot buffer during dredging operations around natural resources during the execution of the work.
  3. The Contractor shall repair damage resulting from dredging operations, insofar as such damage may be caused by variation in locations or depth of dredging or both, from that indicated or permitted under the Contract.
- K. Dredged Material Disposal/Reuse
1. The Contractor shall be responsible for any testing of the water content of the dredged material that may be a necessary condition of its transportation, disposal, or beneficial reuse.
  2. The Contractor will obtain all necessary permits, pay all applicable fees and receive District approval in advance of the commencement of any disposal or reuse operations. The Contractor is responsible for coordinating with the authorized DMMA and meeting their requirements for disposal.

## **11 FINAL EXAMINATION AND ACCEPTANCE**

As soon as practicable after the completion of dredging, the project area will be surveyed by Arc Surveying and Mapping, Inc. The Contractor shall remove shoals and lumps by dragging the bottom or by dredging. When areas are found by the District/Engineer to be in a satisfactory condition, the work therein will be accepted as complete. Final estimates will be subject to deductions or correction of deductions previously made because of excessive over-depth, dredging outside of authorized areas, or disposal of material in an unauthorized manner.

BID DRAWINGS  
JACKSONVILLE, DUVAL COUNTY



ISLE OF PALMS SPECIAL DISTRICT  
14286 BEACH BLVD. # 19-272  
JACKSONVILLE, FL 32250  
EMAIL: MAIL@ISLEOFPALMSJAX.COM

**WOOD ENVIRONMENT AND INFRASTRUCTURE SOLUTIONS, INC.**  
**ROBERT JOSEPH WAGNER, P.E., D.NE**  
 6258 GREENLAND ROAD  
 JACKSONVILLE, FL 32258, USA  
 TEL. (904) 391-3741

**ARC SURVEYING AND MAPPING, INC.**  
**RICHARD SAWYER**  
 FLORIDA P.L.S. NO. 6131  
 5202 SAN JUAN AVENUE  
 JACKSONVILLE, FL 32210  
 TEL. (904) 384-8377

Call 811 or [www.unishows811.com](http://www.unishows811.com) two full business days before digging to have utilities located and marked.  
Check positive response codes before you dig!

1. THE PURPOSE OF THIS PROJECT IS TO MECHANICALLY DREDGE ACCUMULATED SEDIMENTS FROM THE CENTER OF THE RIVER OF PALMS CANAL TO -3.0 FEET MHW WITH 1 FOOT OF OVERBURDEN ALLOWANCE TO A TARGET DEPTH OF -4.0 FEET MHW. THIS IS THE PROJECT DREDGE TOLERANCE AS SHOWN ON THE VOLUME ESTIMATE TABLE. ALTERNATIVE DREDGE SCENARIOS ARE ALSO SHOWN FOR BODILY PURPOSES ONLY. ALL VOLUMES SHOWN ON THE VOLUME ESTIMATE TABLE ARE ESTIMATES. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ESTIMATED QUANTITIES PRIOR TO BIDDING.
2. DREDGE EQUIPMENT BUFFERS (H) FROM DOCKS, SEAWALLS, AND STRUCTURES WILL VARY. ALL DREDGING ACTIVITY WILL MAINTAIN BUFFERS FROM NATURAL RESOURCES AS SPECIFIED IN PERMIT AUTHORIZATIONS.
3. DREDGING ACTIVITY WILL BE CONDUCTED IN DESIGNATED AREAS ONLY AND IN ACCORDANCE WITH THE PERMIT, PLANS AND SPECIFICATIONS.
4. CONTRACTOR WILL STRICTLY COMPLY WITH STANDARD MARINE CONSTRUCTION CONDITIONS FOR IN-WATER WORK, REE FURTL E AND SMALLTOOTH SAWPIGH CONSTRUCTION CONDITIONS, BUFFERS FROM NATURAL RESOURCES, AND ALL OTHER PERMIT CONDITIONS.
5. THE CONTRACTOR IS RESPONSIBLE FOR RESTORING ANY DISTURBED AREAS OF THE OFFLOADING AREA, SHORELINE, AND UPLAND (AS APPLICABLE) TO ORIGINAL CONDITIONS WITHIN 48 HOURS OF PROJECT COMPLETION.
6. CONTRACTOR SHALL MAINTAIN EROSION CONTROL AND TURBIDITY CONTROL MEASURES THROUGHOUT THE PROJECT IN CONFORMANCE WITH CONDITIONS FOR TURBIDITY AND WATER QUALITY, AS SPECIFIED BY PERMIT CONDITIONS.
7. CONTRACTOR SHALL CONFORM TO ALL TURBIDITY SAMPLING, CONTINUOUS MONITORING, AND REPORTING CONDITIONS PRESCRIBED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, REFERRING PERMIT NO. 18-221578-028-G2E.
8. CONTRACTOR SHALL COMPLY WITH DEPARTMENT OF THE ARMY PERMIT NO. SAI-2003-0787(SR-BA.)
9. BATHYMETRIC DATA (MARCH 2018) WAS COLLECTED BY ARC SURVEYING AND MAPPING, INC. BATHYMETRY OF THE DREDGE AREA HAS BEEN INCORPORATED INTO THIS DESIGN. INFORMATION DERIVED WITHIN THESE PLANS REPRESENTS THE EXISTING CONDITIONS AT THE TIME OF DATA COLLECTION.
10. ALL DREDGED MATERIAL SHALL BE TRANSPORTED TO THE HARBOUR WATERWAY ODMA ON REEF ISLAND FOR FINAL DISPOSAL. THE CONTRACTOR IS RESPONSIBLE FOR ALL COORDINATION WITH THE HARBOUR WATERWAY SPECIAL DISTRICT, AND COMPLYING WITH THEIR STANDARDS FOR MATERIAL WATER CONTENT AND QUALITY.
11. GRID COORDINATES ARE IN FEET AND ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD 83).
12. ELEVATIONS SHOWN WITHIN THIS PLAN SET ARE IN FEET AND ARE REFERENCED MHW DATUM.
13. AERIAL PHOTOGRAPH OBTAINED FROM U.S. GEOLOGICAL SURVEY TOPOGRAPHIC MAP, JACKSONVILLE BEACH, DATED 2015.

THE PROJECT AREA IS LOCATED ALONG THE WESTERN SHORE OF THE INTRACOASTAL WATERWAY IN JACKSONVILLE, FLORIDA WITHIN DUVAL COUNTY. THE ISLE OF PALMS SPECIAL DISTRICT WATERWAYS ARE BETWEEN REACH BOULEVARD (TO THE NORTH) AND J.T. BUTLER BOULEVARD (TO THE SOUTH).

THE INFORMATION IN THIS DOCUMENT WAS PREPARED BY WOOD. WHILE WOOD HAS TAKEN ALL REASONABLE STEPS TO ASSURE THE ACCURACY OF THE INFORMATION CONTAINED IN THIS DOCUMENT, IT CANNOT GUARANTEE THAT CHANGES OR ALTERATIONS TO THIS DOCUMENT WILL NOT BE MADE BY PERSONS OTHER THAN WOOD PERSONNEL AFTER THE DOCUMENT LEAVES THE POSSESSION OF WOOD. CHANGES OR ALTERATIONS MAY BE SAFETY RELATED AND RESULT IN DAMAGE TO PROPERTY, PERSONAL INJURY OR DEATH. IF VERIFICATION OF THE INFORMATION CONTAINED IN THIS DOCUMENT IS NEEDED, CONTACT SHOULD BE MADE DIRECTLY WITH WOOD.

<u>SHEET TITLE</u>	<u>SHEET NUMBERS</u>
COVER	C-0
EXISTING OVERALL SITE PLAN	C-1
NORTH-CENTRAL PROJECT AREA EXISTING CONDITIONS	C-2
SOUTH PROJECT AREA EXISTING CONDITIONS	C-3
OVERALL DREDGE PLAN	C-4
NORTH-CENTRAL PROJECT AREA DREDGE TEMPLATE WITH CROSS SECTIONS	C-5
NORTH-CENTRAL PROJECT AREA CENTER CHANNEL DREDGE CROSS SECTIONS	C-5A
SOUTH PROJECT AREA DREDGE TEMPLATE WITH CROSS SECTIONS	C-6
SOUTH PROJECT AREA CENTER CHANNEL DREDGE CROSS SECTIONS	C-6A
TYPICAL CROSS SECTIONS	C-7
DREDGED MATERIAL MANAGEMENT AREA PLAN	C-8
EROSION AND TURBIDITY CONTROL TYPICAL DETAILS	C-9

**wood.** 6256 Greenwood Road  
Jacksonville, Florida 32258  
PO# 376-5773  
CA No. 53972

WOOD PROJECT NUMBER: 6735199458

DATE:

ENGINEER OF RECORD: ROBERT JOSEPH WAGNER  
FLORIDA PE LICENSE NO. 63208

VALUE FOR POSTING ONLY



1	-10.335	-0.000	
2	-0.900	-3.000	
3	-2.500	-4.000	
4	-4.200	-3.000	
5	-3.500	-2.000	
6	-2.260	-1.000	
7	-1.800	0.000	
8	0.580	1.000	
9	1.000	2.200	
10	2.380	3.800	



**DRAFT**

Wood Environmental & Infrastructure Solutions, Inc.  
6256 Greenland Road  
Jacksonville, Florida 32218

wood

**DRAWING TITLE**

**EXISTING OVERALL SITE PLAN**

FL COA NO. 8379 | WOOD PROJECT NO. 67359945

**Isle of Palms Special District Dredging Project  
Bid Drawings  
Jacksonville, Duval County, Florida**

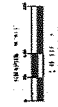
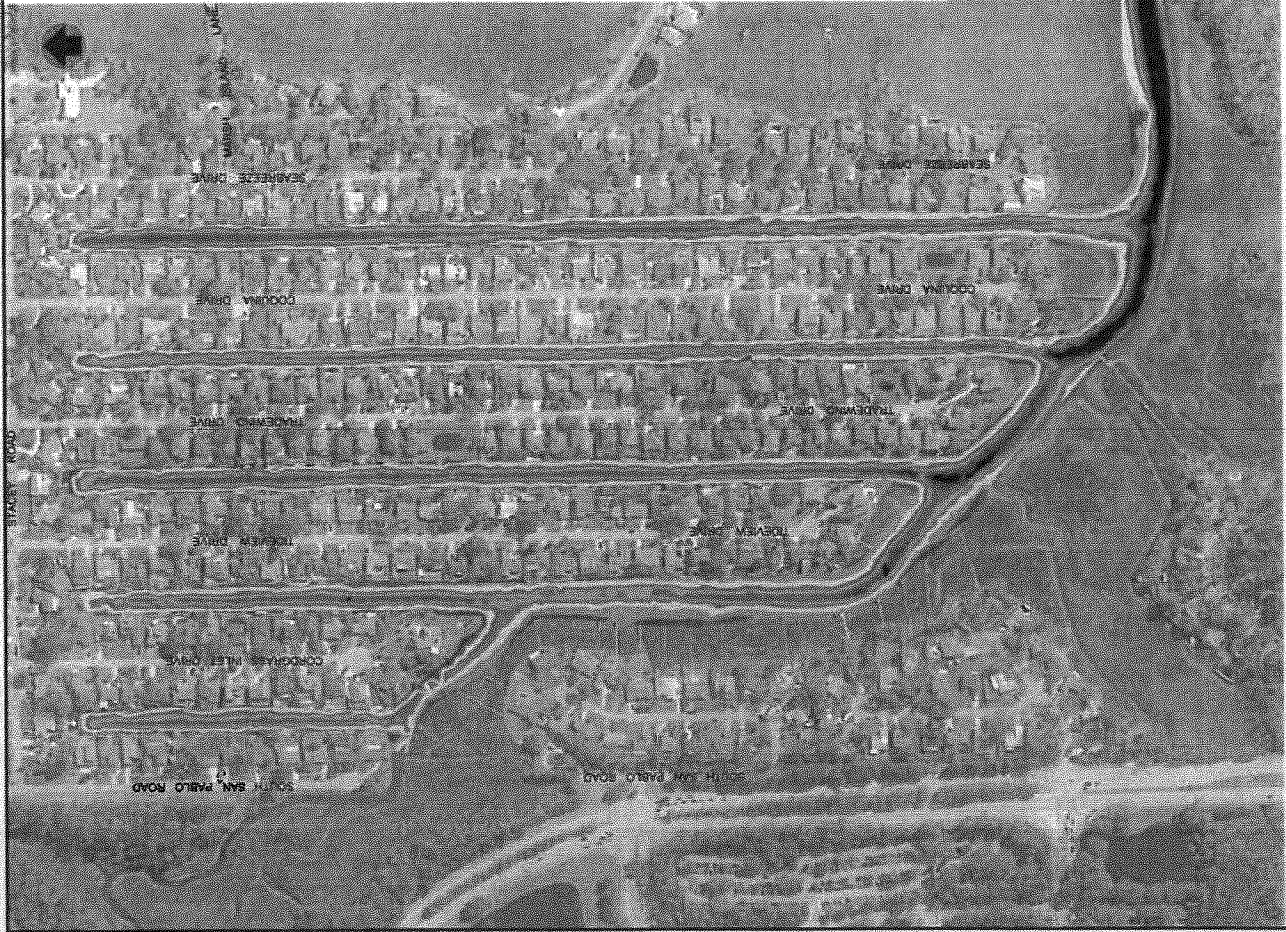
ENG. NO.

REV.

[illegible]







MLV Color Gradient Depth Key

Color	Depth (ft)
Dark Blue	0.00
Blue	0.50
Light Blue	1.00
Green	1.50
Yellow	2.00
Orange	2.50
Red	3.00
Dark Red	3.50
Brown	4.00
Black	4.50

**DRAFT**

wood.

Wood Submittal & Information  
6555 Grandmont Road  
Jacksonville, Florida 32256

FL COA NO. 8379 WOOD PROJECT NO. 02099456

Site of Palms Special District Dredging Project  
Bid Drawings  
Jacksonville, Duval County, Florida

DATE: 11/11/11

PROJECT NO: C-3

SHEET NO: 1

NO.	DATE	DESCRIPTION	BY	CHK	APP	REV
1	11/11/11	ISSUED FOR BIDDING	W			
2	11/11/11	REVISION	W			
3	11/11/11	REVISION	W			
4	11/11/11	REVISION	W			
5	11/11/11	REVISION	W			
6	11/11/11	REVISION	W			
7	11/11/11	REVISION	W			
8	11/11/11	REVISION	W			
9	11/11/11	REVISION	W			
10	11/11/11	REVISION	W			





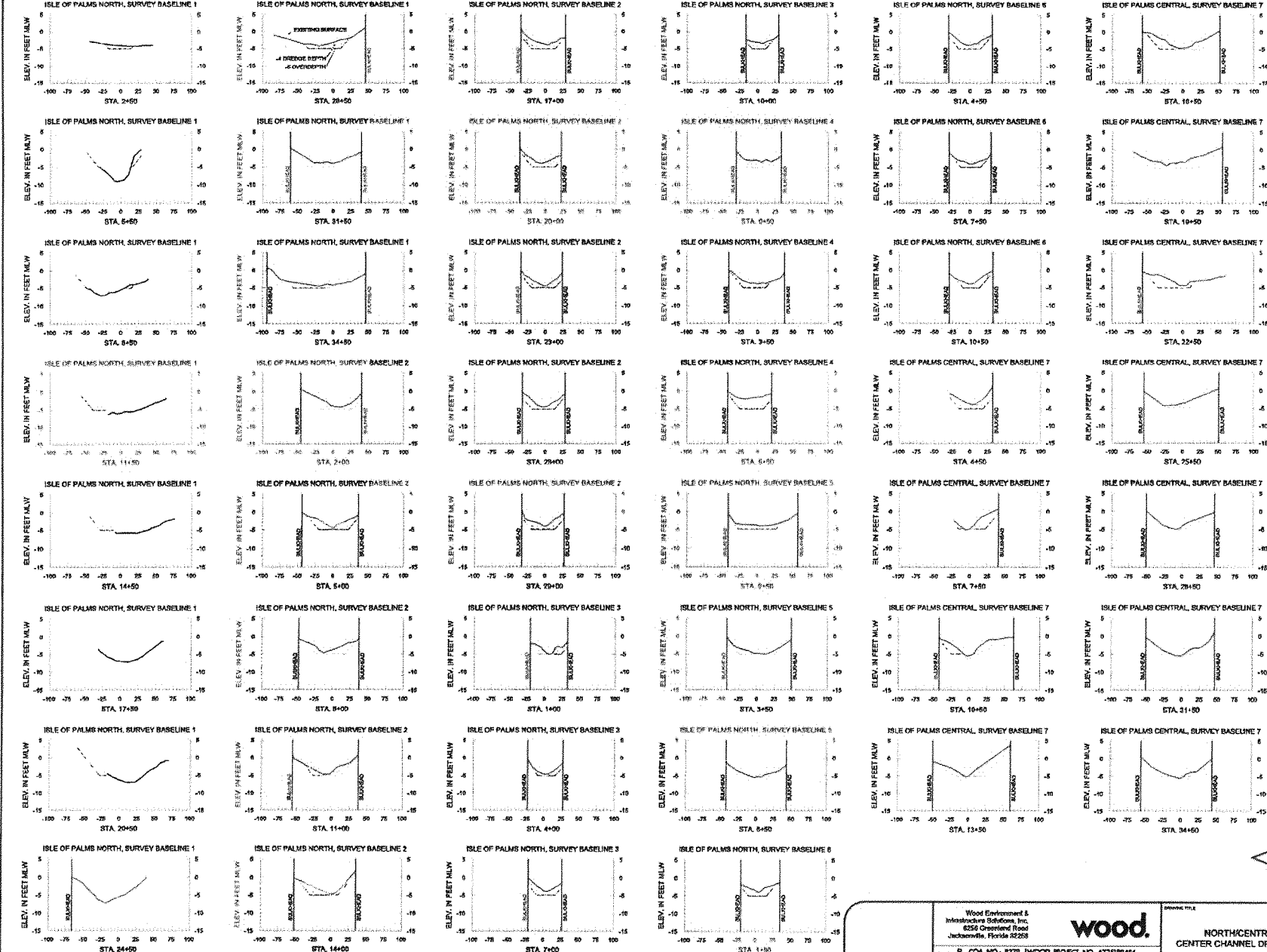
## (SEE SHEET C-3A FOR ADDITIONAL NORTH-CENTRAL CROSS SECTIONS)



NORTH/CENTRAL PROJECT AREA DREDGE TEMPLATE WITH CROSS SECTIONS		
Date:	C-5	REV.



# CENTER CHANNEL DREDGE CROSS SECTIONS - NORTH AND CENTRAL PROJECT AREAS



DRAFT

Wood Engineering & Infrastructure Solutions, Inc.  
6256 Orendel Road  
Jacksonville, Florida 32258

**wood.**

R. COA NO. 8377 IWOOD PROJECT NO. 6728P0056

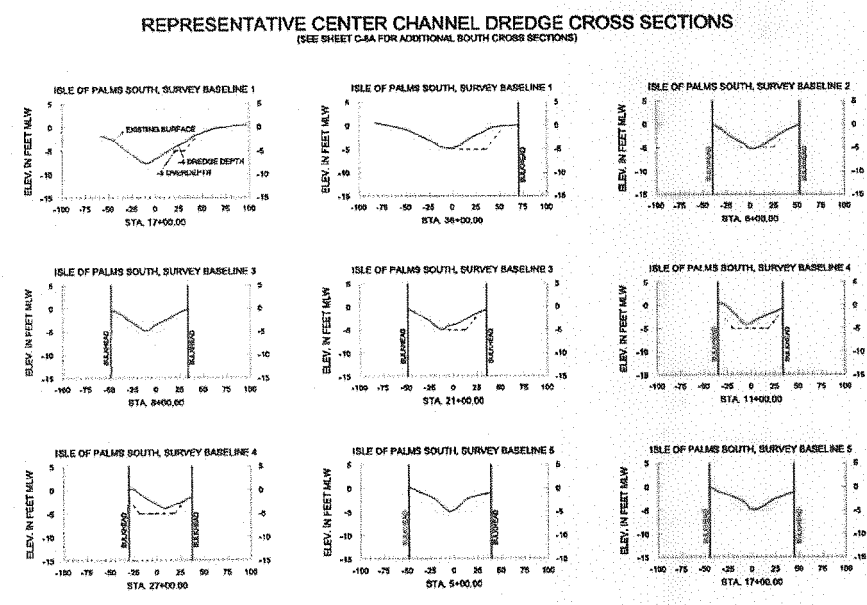
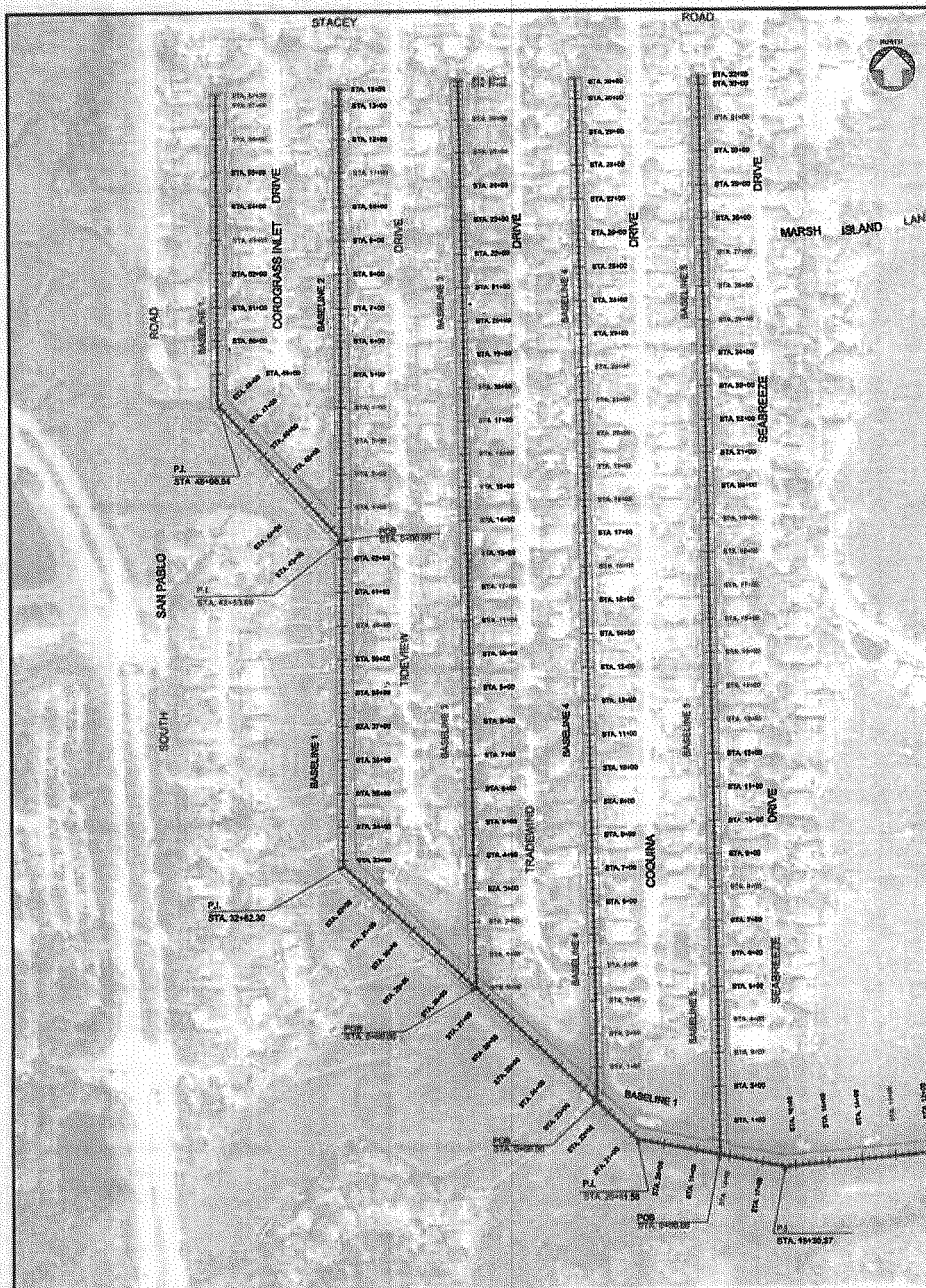
Isle of Palms Special District Dredging Project  
Bld Drawings  
Jacksonville, Duval County, Florida

DRAWING TITLE

NORTH/CENTRAL PROJECT AREA  
CENTER CHANNEL DREDGE CROSS SECTIONS

DATE: 01/11/2020  
BY: JTB  
CHECKED BY: JTB

SCALE: C-5A



**DRAFT**

REV.	DATE	DESCRIPTION	BY	APP'D	REV.	DATE	DESCRIPTION	BY	APP'D	REV.	DATE	DESCRIPTION	BY	APP'D

Wood Environment & Infrastructure Solutions, Inc.  
8255 Overland Road  
Jacksonville, Florida 32258

**wood**

FL COA NO. 8379 / WOOD PROJECT NO. 8735199456

Isle of Palms Special District Dredging Project  
Bid Drawings  
Jacksonville, Duval County, Florida

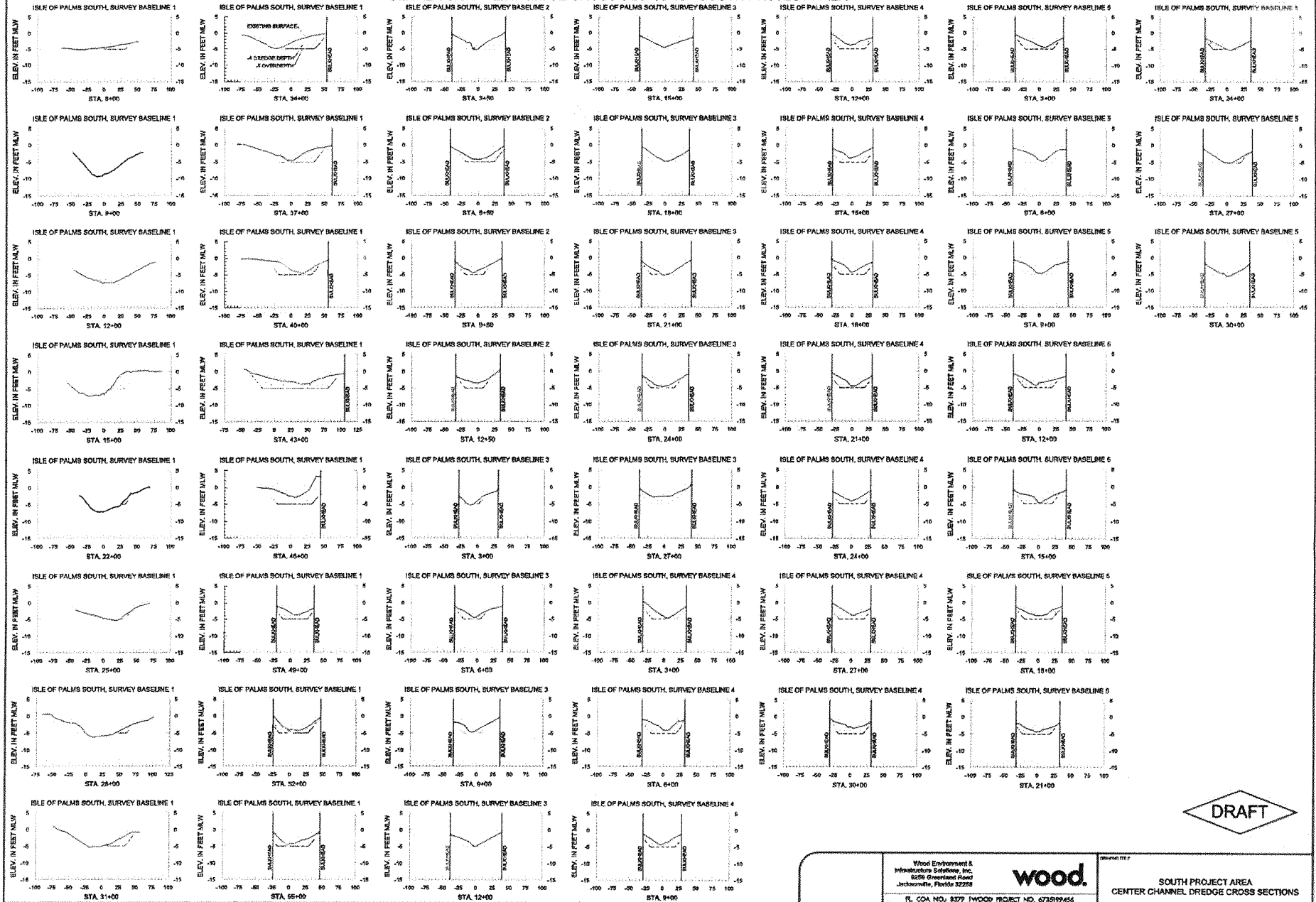
CHANGED TITLE

**SOUTH PROJECT AREA DREDGE TEMPLATE WITH CROSS SECTIONS**

DWG. NO. **C-8**

REV.

CENTER CHANNEL DREDGE CROSS SECTIONS - SOUTH PROJECT AREA



**DRAFT**

Wood Environment & Infrastructure Solutions, Inc.  
6259 Greenland Road  
Jacksonville, Florida 32258

**WOOD**

FL COA NO. 8377 | WOOD PROJECT NO. 673199456

State of Palms Special District Dredging Project  
Bid Drawings  
Jacksonville, Duval County, Florida

SOUTH PROJECT AREA  
CENTER CHANNEL DREDGE CROSS SECTIONS

C-8A

24.

The diagram illustrates a cross-section of a dredged area. Key features include:
 

- Water Level:** Indicated by a horizontal line at the top, labeled "Water Level".
- Surface Profile:** A line representing the ground surface, labeled "SURFACE PROFILE TO DREDGE".
- Dredge Material:** The area between the surface profile and the water level, labeled "DREDGED MATERIAL".
- Required Project Depth:** The depth from the water level to the bottom of the dredged area, labeled "REQUIRED PROJECT DEPTH".
- Allowable Overdepth:** The depth from the water level to the top of the dredged material, labeled "ALLOWABLE OVERDEPTH".
- Allowable Overdredge Material:** The area between the surface profile and the allowable overdepth line, labeled "ALLOWABLE OVERDREDGE MATERIAL".
- Dimensions:** A vertical dimension of "10' TO CHANNEL BOTTOM" is shown on the left. A horizontal dimension of "4' FT MLW" is shown on the right. A slope of "2:1" is indicated for the dredged material.

Diagram illustrating a cross-section of a waterway showing dredging requirements. The diagram is crossed out with a large 'X'. Labels include: 'SURFACE PRIOR TO DREDGING', '10 FT Level', '15 W Level', 'REQUIRED PROJECT DEPTH', 'ALLOWABLE OVEREDGE DEPTH', 'ALLOWABLE OVEREDGE MATERIAL', 'DREDGED MATERIAL', '4 FT MLW', and '5 FT MLW'. A vertical dimension of '17' is shown on the left.

A cross-sectional diagram of a dredged channel. The diagram shows the channel bed and the surrounding land. Key features include:

- MBW Level**: Mean Base Water level, indicated by a triangle symbol.
- MSW Level**: Mean Sea Water level, indicated by a triangle symbol.
- SURFACE PRIOR TO DREDGING**: The original ground surface before dredging.
- REDUCED PROJECT DEPTH**: The depth of the channel after dredging.
- ALLOWABLE OVERDREDGE DEPTH**: The depth of the channel below the reduced project depth.
- DREDGED MATERIAL**: The material removed from the channel bed.
- ALLOWABLE OVERDREDGE MATERIAL**: The material that can be dredged beyond the allowable overdredge depth.
- 4 FT MIN**: Minimum depth of the channel.
- 5 FT MIN**: Minimum depth of the channel.

Wood Environment &  
Infrastructure Solutions, Inc.  
5258 Greenland Road  
Jacksonville, Florida 32218

**WOOD**

FL COA NO.: 8379 IWOOD PROJECT NO. 673199456

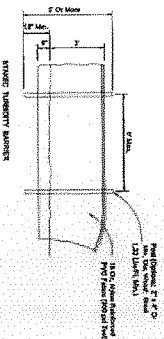
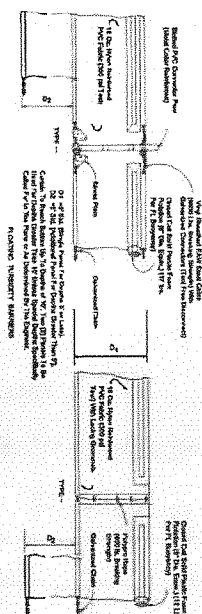
Isle of Palms Special District Dredging Project  
Bld Drawings  
Jacksonville, Duval County, Florida

FORM NO. 101 (REV. 10-65)

[illegible]







### TYPICAL SILT FENCE CONSTRUCTION DETAILS

1. DETAILS OBTAINED FROM COLLECT, DEVELOPMENT SERVICES DIVISION  
(After review of and determination of the type and development of the system, services of the fully staffed detail is being sent to the field.)
2. ENGINEERING, INFORMATION CONTROL, AND TURBIDITY BARRIERS SHALL BE INSTALLED, MAINTAINED, AND MONITORED FROM THE SITE AS DESCRIBED IN PERMIT AUTHORIZATIONS AND TECHNICAL INFORMATION.

## TYPICAL TURBIDITY CURTAIN DETAILS

DRAFT

**wood.**

## EROSION AND TURBIDITY CONTROL TYPICAL DETAILS

[illegible]