

FIRST AMENDMENT

This Amendment made and entered into this _____ day of _____, 2018, by and between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as "County," and Waterfront Property Services, LLC d/b/a Gator Dredging, hereinafter referred to as "Contractor," (individually referred to as "Party", collectively "Parties").

WITNESSETH:

WHEREAS, the County and the Contractor entered into an agreement on July 18, 2017, pursuant to Pinellas County Contract No. 156-0316-P (hereinafter "Agreement") pursuant to which the Contractor agreed to provide Professional Services to the County; and

WHEREAS, Section 21 of the Agreement permits modification by mutual written agreement of the Parties; and

WHEREAS, the County and the Contractor now wish to modify the Agreement;

NOW THEREFORE, the Parties agree that the Agreement is amended as follows:

1. The term of the Agreement is hereby extended for an additional 55 months from the commencement date on the Phase II Notice to Proceed and the not-to exceed compensation amount is increased by \$17,994,550.00 to facilitate completion of Phase II, Construction Services.
2. **Exhibit A**, Section 2.7 – hereby incorporates Attachments 1, 2 and 3 of this Amendment.
3. **Exhibit B**, Section 17.A. is hereby - replaced its entirety, as follow:
 - A. Prior to submitting its first monthly Application for Payment, Contractor shall submit to the Design Professional/Engineer/Project Manager, for its review and approval, a Schedule of Values based upon the "Contract Amount" and the Construction Progress Schedule numbering system format listing the major elements of the Work and the dollar value for each element. After its approval by the County, this Schedule of Values shall be used as the basis for Contractor's monthly Application for Payment. This Schedule shall be updated and submitted each month to the Design Professional/Engineer/Project Manager along with a completed and notarized copy of the Application for Payment and any Payment Continuation forms. In addition to the Schedule of Values submission, an updated Critical Path Schedule shall be submitted electronically each month to the Design Professional/Engineer/Project Manager. The electronic submittal shall be in Microsoft Project or the native program format and include all supporting associated files.

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4. **Exhibit B** is amended to add Sections 32. and 33., as stated below:

32. REIMBURSEMENT, BOND PREMIUM:

The County shall, upon request from Contractor, reimburse the Contractor for the amount of premiums paid for performance and payment bonds after the Contractor has furnished satisfactory evidence to the County, of full payment to the surety.

33. SITE RESTORATION:

Following the completion of the proposed dredging, Pinellas County will have the option to request that the Contractor actively manage the sediment within the dredged material management area (DMMA) and delay capping activities for a specified period of time. The active management of sediments will be accomplished through trenching the sediments, creating an internal sump near the weir, and routing the decanted water to the sump and weir. This active dewatering program will allow the dredged material to condense to the maximum extent possible before capping the DMMA.

5. **Exhibit D** – Insurance Requirements in the original agreement is now referencing Exhibit D – of this Amendment.
6. **Exhibit E** – Payment Schedule in the original agreement is amended to add Exhibit E – Phase II – Payment Schedule of this Amendment.

Except as changed or modified herein, all provisions and conditions of the original Agreement and any amendments thereto shall remain in full force and effect.



Each Party to this Amendment represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Amendment; (ii) each person executing this Amendment on behalf of the Party is authorized to do so; (iii) this Amendment constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

IN WITNESS WHEREOF the Parties herein have executed this First Amendment as of the day and year first written above.

PINELLAS COUNTY, FLORIDA
by and through its
Board of County Commissioners

Chairman

ATTEST:
KEN BURKE

Deputy Clerk

CONTRACTOR:

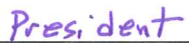
Waterfront Property Services, LLC d/b/a
Gator Dredging



Authorized Signature



Printed Authorized Signature



Title Authorized Signature

APPROVED AS TO FORM

By:



Office of the County Attorney



EXHIBIT A – ATTACHMENT 1
STATEMENT OF WORK – PHASE II
SPECIFICATIONS
ROAD AND STREET CONSTRUCTION

P.I.D. No. 000157A

LAKE SEMINOLE RESTORATION PROJECT

In Pinellas County, Florida

TO ACCOMPANY PINELLAS COUNTY PUBLIC WORKS STANDARD TECHNICAL SPECIFICATIONS FOR ROADWAY AND RELATED CONSTRUCTION (LATEST EDITION) AND THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION – DIVISIONS II AND III ONLY (LATEST EDITION):

The **Order of Precedence** for Pinellas County Public Works technical requirements shall be as follows:

- (1) Contract addendums and/or construction change orders.
- (2) Pinellas County Public Works Supplemental Specifications (Supplemental Specifications). **Listed in Exhibit A of this contract.**
- (3) Pinellas County Public Works Special Provisions (Special Provisions). **Listed in Exhibit A of this contract.**
- (4) Pinellas County Public Works Roadway and Related Construction Standard Technical Specifications – latest edition (PC Std. Tech. Specs.).
- (5) Pinellas County Specifications for Hot Bituminous Mixtures, Plant Methods, Equipment, and Construction Methods – latest edition (this reference to be added to all contracts involving high volume of paving/pavement).
- (6) FDOT Standard Specifications for Road and Bridge Construction, Divisions II and III only – latest edition (FDOT Specifications). Division I is not applicable.
- (7) Pinellas County Project Specific Construction Plans for this contract.

Special Provisions

(Amends the Pinellas County Standard Technical Specifications for
Roadway and General Construction)

<http://www.pinellascounty.org/technical/pdf/roadway-tech-specs-January-2018.pdf>

Section 005-0700 of the Pinellas County Roadway Std. Tech Specs.- Survey and Layout by Contractor. In addition to the work specified under Roadway Std. Tech. Spec. Section 005-0700, Survey and Layout by Contractor, the work shall also include:

A plan describing methodologies, procedures and equipment to be used shall be submitted for approval by the Engineer prior to initiating any surveying work.

The County may have a representative accompany the Contractor's survey crew to observe the surveys and ensure that the work is conducted in accordance with sound survey practice and in conformance with applicable specifications, rules and statutes, that there is no evidence of collusion, fraud, or obvious error in the data, and that any required horizontal and vertical corrections to the work are accurately annotated in the survey record.

- a. Certified topographic survey of the project site shall be conducted and certified by a Florida registered Professional Land Surveyor prior to commencing dredging and dewatering activities. Payment will be authorized upon the Engineer's review and approval of the final survey deliverables.
- b. Certified pre-dredge bathymetric survey of the entire lake shall be conducted and certified by a Florida registered Professional Land Surveyor, retained by the Contractor, with recent experience conducting automated bathymetric surveys. Pre-dredge survey shall be submitted to Engineer for re-evaluation of dredge extents prior to commencing dredging and dewatering activities.

Prior to initiating pre-dredging surveys, the Contractor will identify by GPS location the first and last stations of the cross-sections where dredging activities will be conducted. Those same locations will be used to identify the post-dredging survey alignment. The Engineer shall have 21 calendar days to review and approve the methodology or request additional information. Pre-dredging survey work shall start within 5 working days of receiving the Engineer approval of the methodology, unless otherwise authorized by the Engineer. Survey points along each cross section shall be spaced horizontally no less than 3 feet apart and shall capture variations in elevation of no more than 0.5 feet vertically.

Survey results shall be submitted to the Engineer for review within five working days of completion. The Engineer shall complete review of the certified pre-dredging surveys and authorize initiation of dredging activities, including any modification to the longitudinal extent of dredging work shown on the Plans, within 21 calendar days of receiving the submittal.

Section 005-0800 of the Pinellas County Roadway Std. Tech Specs.- Quantity Measurements Survey by Contractor. In addition to the work specified under Roadway Std. Tech. Spec. Section 005-0800, Quantity Measurements Survey by Contractor, the work shall also include:

Certified post-dredge bathymetric surveys of the dredge areas shall be conducted and certified by a Florida registered Professional Land Surveyor, retained by the Contractor, with recent experience conducting automated bathymetric surveys.

The Contractor shall request authorization by the Engineer to conduct the post-dredging surveys. Post-dredging surveys will be conducted no later than 10 working days upon completion of dredging activities within each area. Survey results shall then be submitted to the Engineer within five working days of completing survey activities. The County may retain a third party surveying firm to review the pre- and post-dredging survey field operations and survey results.

Section 005-0850 of the Pinellas County Roadway Std. Tech Specs.- Permitting As-Built Survey Requirements: In addition to the work specified under Roadway Std. Tech. Spec. No. 005-0850, Permitting As-Built Survey Requirements, the work shall also include:

Only the as-built for restoration of the dewatering site. As-built surveys of the dredging work, if required, will consist of a compilation of the certified interim dredge bathymetric surveys submitted and Finally Accepted by the Engineer for each sub-area. Work includes as needed engineering services from outside consultant during DMMA construction and as needed for certification of DMMA completion and transfer to operational status.

Section 101 of the Pinellas County Roadway Std. Tech Specs.- Mobilization. In addition to the work specified under Roadway Std. Tech. Spec. Section 101, Mobilization, the work shall also include:

No installation of station boards or placement of door hangers is required.

An in-Lake Sediment Testing Plan, if required by FDEP Environmental Resource Permit, shall detail all areas to be tested, specific test locations, and sampling and analysis procedures.

PAY ITEM NO. 101-0100 MOBILIZATION – Section 101-0100, Mobilization, will be paid as per FDOT Specification Section 101.

Section 102 of the Pinellas County Roadway Std. Tech Specs.- Maintenance of Traffic. In addition to the work specified under Roadway Std. Tech. Specs. Section 102, Maintenance of Traffic, the work shall also include:

Maintaining vehicular and pedestrian traffic within the areas adjacent to the project site, including public roads and visitors to Lake Seminole Park, for the duration of the project. The Contractor shall submit for Engineer approval a Maintenance of Traffic Plan (MOT) that clearly describes the projected vehicular operation during project execution. The plan will specify the manner how adjacent roads will be kept open to two-way traffic for the duration of the project execution period.

To control for the safe ingress and egress of trucks or other vehicles onto public roads, the Contractor shall take all necessary precautions for the protection of the work and the safety of the public for the duration of the project, including use of flagmen, and any traffic control and devices necessary for safe vehicular operation.

Section 102-5000 of the Pinellas County Roadway Std. Tech Specs.- Water for Dust Control. In addition to the work specified under Roadway Std. Tech. Spec. No 102-5000, Water for Dust Control, the work shall also include:

Water from Lake Seminole and/or the project polishing pond is acceptable for use as needed for dust control and soil compaction purposes.

Section 104-2 of the Pinellas County Roadway Std. Tech Specs.-Artificial Coverings/Rolled Erosion Control Products. In addition to the work specified under Roadway Std. Tech. Spec. No 102-5000, Water for Dust Control, the work for pay item 102-5000 shall also include:

Install rolled erosion control products (RECPs) in locations where temporary protection from erosion is needed and/or requested by the ENGINEER. Two situations occur that require artificial coverings. The two situations have differing material requirements, which are described below.

(1) Use RECPs composed of natural or synthetic fiber mats, plastic sheeting, or netting as protection against erosion, when directed by the Engineer, during temporary pauses in construction caused by inclement weather or other circumstances. Remove the material when construction resumes.

(2) Use RECPs as erosion control blankets, at locations shown in the Plans, to facilitate plant growth while permanent grassing is being established. For the purpose described, use non-toxic, biodegradable, natural or synthetic woven fiber mats. Install erosion control blankets capable of sustaining a maximum design velocity of 6.5 ft/sec. Furnish two 4 by 8 inch samples for product identification. The manufacturers test records shall be made available to the Department upon request. Leave the material in place, as installed, to biodegrade.

Use RECPs composed of natural or synthetic fiber mats, plastic sheeting, or netting as protection against erosion, when Contractor determines necessary for slope protection during construction which are caused by inclement weather or other circumstances. Mating to be left in place.

Section 110-0100 of the Pinellas County Roadway Std. Tech Specs.- Clearing & Grubbing.

In addition to the work specified under Roadway Std. Tech. Spec. No. 110, Clearing & Grubbing, the work shall also include:

Reduction of vegetative debris by burning will be allowed within the project limits.

The price and payment for decommissioning of water wells, and removal of on-site construction debris, equestrian structures and fencing, illegally dumped trash and debris must be included in the payment item of 110-0800 Demolition (Lump Sum)

The payment for installation of Tree Barricades must be included in the pay item, 800-9003 Tree Barricades (Linear Foot).

Paragraph Five (5), second sentence shall be amended as follows.

The existing text of:

“The attention of the Contractor is directed to the fact that the burning of debris resulting from clearing and grubbing operations must not be permitted within County-owned lands or rights-of-way.”

Shall be replaced with the following:

“The attention of the Contractor is directed to the fact that the burning of debris resulting from clearing and grubbing operations must not be permitted within County-owned rights-of-way.”

Section F. Item i. shall be amended as follows.

The existing text of:

“Must be removed from sidewalk, drainage, roadway and driveway areas, to a depth of 1) six inches below the bottom of the aforementioned item OR 2) four feet below the proposed surface (the greater of the two) and backfilled with A-1 or A-3 soil material. The excavation and backfilling must be included in the lump sum cost of Clearing and Grubbing.”

Shall be replaced with the following:

”Tree stumps, roots, debris, subterranean items, and other abandoned items must be removed from sidewalk, drainage structure, paved roadway, and driveway areas to a depth of six inches below the bottom of the aforementioned items.”

Open burning of land clearing debris shall be conducted using an air curtain incinerator operated in compliance with the terms of the exemption from air permitting at Rule 62-210.300, F.A.C., if such exemption applies, or if such exemption does not apply, in compliance with the provisions of Rule 62-296.401, F.A.C., and any other terms of the unit’s air permit.

Open burning of land clearing debris is allowed provided:

1. The open burning is restricted to the site where the land clearing debris was generated,
2. The fire is ignited after 9:00 a.m. (Eastern Time) and shall have no visible flame one hour before sunset or anytime thereafter, except in smoke sensitive areas as determined by the Florida Forest Service, where the fire must be extinguished no later than one hour before sunset,
3. The fire is attended, and adequate fire extinguishing equipment is readily available at all times,
4. The moisture content and composition of material to be burned is favorable to good burning which will minimize smoke; and,
5. Prior to conducting the open burning, the person responsible for the burn contacts the Florida Forest Service regarding the planned burning activity

Section 110-300 of the Pinellas County Roadway Std. Tech Specs.- Unsuitable Soils, Uncontaminated, Removal & Replacement. In addition to the work specified under Roadway Std. Tech. Spec. No. 110-300, Unsuitable Soils, Uncontaminated, Removal & Replacement, the work shall also include:

Unsuitable soil excavation consists of the excavation, loading, hauling and on site stockpiling of soils consisting of muck, clay, rock, organics or any other material that is unsuitable in its original position or unsuitable for use as embankment material and that is excavated from above the suitable structural subgrade. Unsuitable soil excavation also consists of the excavation of all suitable material within the above limits as necessary to excavate the unsuitable material. Consider the limits of Unsuitable soil excavation indicated in the Plans as being particularly variable, in accordance with the field conditions actually encountered. The quantity of unsuitable material removed will be paid for under the pay item 110-0300 Unsuitable Soils, Uncontaminated, Excavate, Load, Haul and Dispose at Nursery (Cubic Yard, Truck Measure) The quantity of material required to replace the excavated unsuitable material will be paid for under Embankment (Cubic Yard, In Place).

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Unsuitable material excavated and disposed of outside the project limits will be paid for under 110-0300 "UNSUITABLE SOILS, Uncontaminated, Excavate, load, haul & dispose Off Site" pay item.

Section 120 of the Pinellas County Roadway Std. Tech Specs.- Excavation And Embankment. In addition to the work specified under Roadway Std. Tech. Spec. No. 120, Excavation And Embankment, the work shall also include:

Embankment material will be obtained from on-site material, as per the. Geotechnical Engineering Services Report, Dredged Material Management Area (DMMA), Lake Seminole Hydraulic Dredging Restoration, Pinellas County, Florida, Tierra Project No. 6511-17-152, Dated 03-28-2018

Placement of fill for dike construction will be paid for under 120-0600 Embankment (per cubic yard) and will include cubic yardage used to backfill any removed unsuitable material.

Embankment material will be furnished from on-site excavation within the project limits and will be measured for payment from the existing suitable material surface determined by surveys performed after clearing and grubbing, removal of unsuitable material, and after proof rolling. The quantity of material excavated for embankment material or reuse will be paid for under pay item "120-0500 Excavate Soil and Debris".

Removal of excess excavated upland material not used in embankment will be paid for under ITEM NO. 120-1240 TRANSPORTATION & DISPOSAL OF SEDIMENT MATERIAL

Section 425 of the Pinellas County Roadway Std. Tech Specs.- Inlets, Manholes and Junction Boxes. In addition to the work specified under Roadway Std. Tech. Spec. 425, Inlets, Manholes and Junction Boxes, the work shall also include:

Construction of Weir Outfall Structures as described in the Project Plans. Payment for Weir Outfall Structures will be made under pay item 425-8001-0005 INLET, Special, Weir Outfall Structure.

Section 575-0101 of the Pinellas County Roadway Std. Tech Specs.- Sodding. In addition to the work specified under Roadway Std. Tech. Spec. No. 575-0101, Sodding, the work shall also include:

Sodding shall be with Argentine Bahia Paspalum notatum "Argentine": Construction methods shall comply with the requirements of Section 570 of the FDOT 2018 Standard Technical Specifications.

Supplemental Specifications

(The following supplemental specifications are in addition to the Pinellas County Standard Technical Specifications for Roadway and General Construction)

<http://www.pinellascounty.org/technical/pdf/roadway-tech-specs-January-2018.pdf>

ITEM NO. 108-1 MONITORING OF EXISTING STRUCTURES – VIBRATION MONITORING

1. SCOPE

Provide settlement, vibration and groundwater monitoring in accordance with the requirements of section 108-1, MONITORING OF EXISTING STRUCTURES – VIBRATION MONITORING. Evaluate the need for, design of, and provide any necessary precautionary features to protect existing structures from damage. Employ construction methods that will not produce damaging vibrations, soil movement, soil loss, or instability of existing structures.

2. GENERAL PERFORMANCE REQUIREMENTS

Roadway Compaction Operations: When performing embankment and asphalt compaction, inspect and document the condition of the following existing structures, and survey and monitor for settlement the following existing structures:

1. as shown in the Plans.
2. within 300 feet of vibratory compaction (in any mode) operations.

Inspection and Documentation Requirements: Inspect and document the condition of the existing structures and all existing cracks with descriptions and pictures using a qualified Specialty Engineer. Prepare two reports documenting the condition of the structures: one report before beginning the construction operations that may affect the existing structures such as but not limited to foundation construction, excavations, vibratory compaction, dewatering and retaining wall construction, and a second report after completing such construction operations. Include in the reports the Specialty Engineer's assessment of any damage present, and in the event of damage, the Specialty Engineer's assessment of whether observed damage is the result of the construction operations. The County will take ownership of both reports. The County will make the necessary arrangements to provide right of way entry to the existing structures.

Vibration Monitoring: When shown in the Contract Documents, employ a qualified Specialty Engineer to continuously monitor and record vibration levels at the structures shown in the Plans during the operation of any equipment causing vibrations or during blasting operations. Furnish the vibration records to the Engineer within 24 hours of performing the monitoring activity. Provide vibration monitoring equipment capable of detecting velocities of 0.01 inches per second or less. Obtain the Engineer's approval of the number and locations of the monitoring points. Upon either detecting vibration levels reaching 0.5 inches per second or damage to the structure, immediately stop the source of vibrations, backfill any open excavations, notify the Engineer and provide a corrective action plan for acceptance by the Engineer

3. BASIS OF PAYMENT

Payment for Mobilization and Demobilization of Vibration Monitoring equipment will be **Lump Sum**. Payment for Vibration Monitoring will be per **month (MTH)** that monitoring is required. No separate payment will be made for the design, furnishing, construction, and removal of precautionary features, such as but not limited to sheeting, shoring, or bracing, installed for protection of existing structures.

Price and payment will be full compensation for all work and materials specified in Section 108. Payment will be made under:

Item No. 108-1-0001-MONITORING EXISTING STRUCTURES/VIBRATION MONITORING MOB AND DEMOB COST will be paid by **lump sum**.

Item No. 108-1-0002- MONITORING EXISTING STRUCTURES/VIBRATION MONITORING will be paid **per Month**.

ITEM NO. 120-1220 LAKE SEDIMENT REMOVAL & DEWATERING

1. SCOPE

The work specified under section 120-1220, LAKE SEDIMENT REMOVAL & DEWATERING, consists of furnishing all labor, materials, equipment, and incidentals necessary to hydraulically dredge the sediment material, pump, and convey this material to the specified dewatering facilities, and to dewater the slurry resulting from dredging activities. The work specified shall include all other activities not specifically listed in the schedule of values, including on-site transfer of the material. The estimated dredge volumes shown on Sheet 6 of Attachment 1 Lake Seminole Restoration Project-Project Plans represent the ENGINEER's estimate of the in-situ volumes of sediment to be dredged based on a lake-wide hydrographic survey.

2. GENERAL PERFORMANCE REQUIREMENTS

Submittals: At least 21 days prior to the Preconstruction Conference, the Contractor shall prepare and submit for the Engineer's approval the following documents:

1. A detailed layout plan of the site to be used as staging area within the parcel limits shown on the plans.
2. A detailed layout plan of the dewatering equipment setup and ancillary facilities, including pumping facilities and temporary storage areas for coarse and fine sediments.
3. A detailed plan of the area selected for office and parking activities.
4. The Contractor shall submit details of equipment setup, including the installation of the excess water return system.
5. A Health & Safety Plan (HSP) that defines all training, operation, and monitoring activities necessary to meet all occupational labor requirements.
6. An Emergency Action Plan (EAP) for responding to the break or rupture of the dredge pipeline. This plan shall detail the Contractor's proposed precautions and response to an accidental break or rupture of the dredge pipeline, to minimize the amount of dredged material discharged into adjacent uplands, wetlands, lake areas that have been previously dredged, and/or other areas of the lake outside the identified dredge areas. This plan shall also include details for cleanup and restoration of these areas afterwards.
7. An in-lake pipeline alignment plan which details proposed locations of floating and submerged pipeline alignments, anchorage details, signage and lighting details, and the locations of navigational cross-overs for boaters needing to cross the dredge pipeline during dredging operations.

8. A Vessel Safety Plan (VSP). The Contractor shall develop and submit for Engineer approval, a written safety plan detailing how the Contractor will maneuver vessels under 102nd Avenue. The Contractor may also see County approval to use the open space on the north shore of the lake to crane vessels into the lake.
9. A Weekly Operation and Monitoring Report. Contractor shall develop and submit for Engineer approval the format to be used for the monitoring report. The report shall combine the previous week's daily reports which summarize dredging progress, approximate dredged volumes, and any required maintenance activities. The Weekly Operation and Monitoring Report shall include copies of the toxicity and turbidity monitoring reports for dredge operations. Once dredging activities have begun the report will be due on the first working day of the following week.
10. Safety Data Sheets (SDS) for all chemicals to be used in the dredging or dewatering processes must be provided, and authorized by, the Engineer prior commencement of work.

Discovery of Natural and/or Cultural Resources: If any natural or cultural resources that are not identified on the Drawings are encountered, all dredging activity will cease and the Engineer shall be notified immediately. Contractor is to follow all local, state, and federal guidelines pertaining to historically significant artifacts. The Army Corp of Engineers permit specifies procedures when encountering historically significant artifacts.

Pumping of Bilges: The pumping or release of oil or bilge water containing oil into navigable waters, or into areas which would permit the oil to flow into such waters, is prohibited by the River and Harbor Act (30 Stat. 1152; 33 U.S.C. 407) and other pertinent regulations. Violation of this prohibition by the Contractor is subject to the penalties under those regulations.

Permit Guidelines: All sediment removal and dewatering activities shall be performed in strict accordance with the general and specific conditions of the Environmental Resource Permit (ERP) and USACOE permit (and any Agency-approved modifications to those permits) issued for the project, as applicable at the time of work. The Contractor shall adapt their methods of operation as needed to comply with the requirements contained within those documents.

Additional Permits: The Contractor shall be responsible for obtaining a generic permit for stormwater discharges for large and small construction activities through the Florida Department of Environmental Protection (FDEP). Additionally, the Contractor shall work with Pinellas County Development and Review Services Department to obtain all needed permits for the construction site.

Severance Fees: There is no severance fee associated with removal of the permitted designated material under current permitted conditions. However, severance fees may apply if the Contractor is found to have removed non-permitted material (e.g. outside of project limits, sand, etc.).

DREDGING ACTIVITIES:

All equipment, including dredges, pipelines, pumping systems, and the dewatering system(s), shall be of sufficient size, capacity, and configuration to complete the described scope of work within the project schedule accounting for expected work delays resulting from inclement weather, mechanical breakdowns, prescribed operating times and days, etc. The equipment and unit processes shall be configured as to be sufficiently flexible to handle the expected rate fluctuations arising from the variability of in-situ material characteristics. The Contractor shall submit a description of the types, numbers, capacities, and sizes of all equipment proposed to be used to complete the project along with a general description of the overall dredging and dewatering process to be used as part of the Contractor's bid submittal.

Adjacent Property and Structures: The Contractor shall be responsible for dredging to the lines and grades shown on the Plans and specified herein. Dredging shall be conducted no closer than 10-ft from the lake shoreline and existing structures. The Contractor shall promptly repair at their own expense any damage to private or public property resulting from his dredging activities. Any damage to existing structures as a result of Contractor's activity will result in the suspension of dredging activity and require the prompt repair of the damage by the Contractor at their own expense as a prerequisite to the resumption of dredging. Should any dredged materials or other debris be pushed, moved, discharged, or otherwise deposited into the areas described above as a result of Contractor's operations, the material must be promptly removed by Contractor, at the Contractor's own expense, to the satisfaction of the Engineer.

Environmental Protection: The Contractor shall operate the dredge in a safe and professional manner consistent with standard industry practices and applicable regulations. The dredge and associated equipment shall be maintained in a good condition to prevent any spills or oil leaks. In case of accidental discharge of petroleum or hazardous substances into the lake, the Contractor shall immediately provide environmental protective measures for remediation and control.

Safety Coordinator: The Contractor shall designate a Safety Coordinator for the work site. The Contractor's Superintendent may be designated safety coordinator. The Safety Coordinator shall be present at all times during dredging operations and shall be in continuous radio or telephone communication with the dredge.

Dredge Extents: A pre-dredge survey will be performed for the entirety of the lake. Modifications to the dredge extents may be made based on survey results, however, dredge volumes will remain the same.

Dredge Limits: The areas to be dredged shall be dredged to the design elevations and limits shown on the Plans. Dredging to higher elevations than shown on the Plans is not permitted unless the Contractor encounters subsurface conditions such as a hard sand bottom, a consolidated shell layer, or a rock outcrop, in which case the Engineer shall provide direction to the Contractor on how to proceed. Under no circumstances shall the Contractor dredge into the lake hard bottom soils, shell layers, or limerock outcrops. If the Engineer directs the Contractor to modify dredge elevations due to an unforeseen condition, the contract payment terms will not change. The Contractor shall not over-dredge to elevations below those shown on the Drawings or specified herein.

Dredge Sequencing: The Contractor may submit to the Engineer a modified sequencing plan for the implementation of dredging. The project plans divide the project into 5 sections, delineated as Areas 1,3,5, 6, and 7. The Dredge Sequencing Plan may divide the Areas into smaller sub-areas. However, any modified sequencing plan must be approved by the Engineer prior to implementation.

Dredge Vertical and Horizontal Accuracies: The dredge shall be equipped with a real-time, navigational and dredging control system with vertical and horizontal accuracies of 0.5 feet and 3 feet, respectively. The tolerance for acceptance for dredging shall be +/- 0.5 feet vertical and +/- 3 feet horizontal.

Weather Conditions: Special care shall be taken if dredging is performed in dark, overcast, and all other low-visibility conditions to provide adequate warning for locations of dredge, anchor cables, and floating pipelines.

Existing Utilities: Prior to dredging and installation of dredge pipeline, the Contractor shall identify and locate existing utilities within the work limits. The Contractor shall avoid interfering with existing utilities and shall take precautions against damages which might result from the Contractor's operations. If the Contractor damages an existing utility as a result of the dredging or dewatering or related operations, the Contractor shall immediately notify the affected utility and the Engineer. The Contractor shall repair, or have the damaged utility repaired by the Utility in question, at the Contractor's expense. Any costs associated with downtime for making such repairs and downtime shall be at the Contractor's own expense.

Power: Electrical power on the south side of the dewatering site is single-phase. The Contractor may work with Duke Energy to provide three-phase power to the site at their own cost. The Contractor may remove the three-phase line at project completion.

Vessel Launch and Mooring: The dredge may be launched from the Lake Seminole Boat Ramp located just north of Park Blvd. These operations shall also be conducted in a manner that minimize damage to surrounding area and shall not interfere with public uses of the park. No mooring of the dredge or ancillary vessels shall be allowed in or around public access areas or in the boat basin. The attachment of mooring lines to trees for the purpose of mooring any dredging equipment or related material shall not be allowed. The Contractor shall be responsible for repairing any damages that may result from these activities at the Contractor's own expense.

DREDGE PIPELINE REQUIREMENTS:

Pipeline Design: The Contractor shall prepare and submit to the Engineer for review, a plan showing the proposed alignments of the floating pipeline, submerged pipeline, and proposed booster pump locations, along with the locations and types of marking and anchorage systems. The Contractor shall also submit equipment and material specifications including pump curves that are corrected for impeller size modifications and design speeds, pressure ratings for all pipe materials and fittings, and drive motor specifications.

The pipeline shall be tightly connected, restrained or welded joints, and shall be made of suitable pipe materials. If steel is used, the pipeline shall be protected against corrosion with an approved cathodic protection system.

The pipeline shall be adequately anchored to control lateral movement at the locations of bends, turns, and directional changes. The Contractor is responsible for the selection and design of the appropriate anchoring systems.

The Contractor shall maintain the pipeline free of damages and leaks. The pipeline shall be inspected daily for leaks. Failure to immediately repair pipeline leaks or damages shall result in suspension of the dredging operation and require prompt repair as a prerequisite to the resumption of dredging.

The Contractor shall suspend dredging and immediately repair at his expense any damages to private or public properties, structures, or docking facilities resulting from lateral movement, leakage, or failure of the dredging pipeline.

Should the Contractor elect to submerge the pipeline at some locations, the pipeline shall rest on the lake bottom. Adequate safety procedures shall be applied at locations where the top of the submerged pipeline and any anchor securing the submerged pipeline may interfere with navigation or any other recreational activities.

Should the Contractor elect to use a pipeline material that is buoyant or semi-buoyant, such as PVC, HDPE, or similar low-density materials, the Contractor shall securely anchor the submerged segments of the pipeline to prevent the pipeline from lifting off the lake bottom under any conditions.

The locations of submerged pipeline segments shall be marked, along entire lengths, with signs, buoys, lights, and flags as required by the FFWCC. The Contractor shall make daily inspections of the submerged pipeline segments to ensure that buoyancy has not loosened the anchors. Any portion of the pipeline that is not resting on the lake bottom will be considered a floating pipeline and must comply with all safety regulations and other restrictions. The Contractor shall post signs in conspicuous locations along all in-lake floating pipeline segments of the dredge pipeline with appropriate warnings about its presence. The dredge pipeline shall be property of the Contractor and the entire pipeline and all anchors shall be removed at the end of the Project.

Pipeline Assembly: The Contractor shall assemble and install the pipeline between the dredge and the sediment dewatering equipment to transport the dredged materials. The Contractor is fully responsible for the selection of the pipeline types and materials unless otherwise shown on the Plans or specified herein. The Contractor is also fully responsible for the design, installation, maintenance, and daily inspection of the pipeline, as well as associated marking and anchorage systems. The installation shall be conducted in accordance with manufacturer's recommendations and industry standards.

Pipeline Location: The dredge pipeline shall be located and secured so as maximize public safety and minimize impacts on boat navigation. The Contractor shall locate the discharge end of the dredge pipeline as shown on the plans. The Contractor shall be responsible for repairing any damages that may result from pipeline installation and anchorage. The Contractor shall prepare pipeline support and anchorage details as needed for the specific requirements. These details shall be provided by the Contractor and reviewed at least 21 days prior to the pre-construction conference. The Contractor shall restrict the lateral movement of the floating and submerged pipeline segments. Pipeline shall be adequately anchored to prevent damage to surrounding properties, wetlands, existing docking or lake access structures, and from interfering with lake navigation. The Contractor shall obtain a Uniform Waterway Marker permit from the Florida Fish and Wildlife Conservation Commission (FFWCC) prior to the placement of any in-lake markers, if required. Floating and submerged pipeline shall be flagged in accordance with FFWCC regulations with plainly marked signs or buoys throughout duration of dredging operations. The Contractor shall be responsible for meeting all Coast Guard safety standards, for when mooring or anchoring the dredge and ancillary equipment and supplies when not in operation.

Pipeline Lights: Flashing lights shall be installed on the floating pipeline segments for safety during non-day light hours and low-visibility conditions. The lights shall be supported either by buoys or by temporary piling provided by Contractor and approved by Engineer. Flashing yellow lights shall be spaced at appropriate intervals in navigable areas as necessary to alert boaters and to provide adequate safety conditions under all visibility conditions. The Contractor shall also apply all necessary procedures to maintain adequate security of equipment and supplies.

Booster Pumps: If booster pumps are required, the Contractor shall be responsible for determining the types, numbers, capacities, and locations of the required booster pumps along the pipeline route. The Contractor shall show the proposed locations of booster pumps in the submittals referenced herein. The Contractor shall inspect the booster pumps daily and shall maintain them in good working condition according to manufacturer's recommendations. The booster pumps, the prime movers, and any auxiliary equipment shall be fitted or equipped with mufflers, noise control enclosures, or other noise control methods, measures, and features such that the noise from the equipment does not violate Pinellas County noise ordinances. In no case shall the noise levels exceed 70 decibels on the A scale at slow response, and impulse noise levels shall not exceed 77 decibels on the A scale. The Contractor shall place the booster pumps as far from residential areas as possible. The booster pumps shall be located at least 300 feet from any residential buildings or houses or as required to meet the above noise requirements. Booster pump locations shall include all necessary warnings and safety precautions for proper and safe equipment operation.

SPECIFIC DEWATERING REQUIREMENTS

Dewatering Work Area: Dewatering, transfer, and transporting of dredged materials (prior to removal for offsite disposal) shall be conducted within the work limits shown in Attachment 2 Lake Seminole Restoration Project- Project Plans and specified herein. The Contractor is not permitted to disturb or have construction equipment or personnel outside the work limits. Public roads and rights-of-way may be utilized to the extent allowed by Local, State and Federal laws and regulations. No public roads shall be utilized for the movement of dredged materials from one portion of the dewatering work site to another. The Contractor may cross 94th Avenue N. with equipment and materials as necessary to perform work on the project. Safe public traffic on 94th Avenue will be maintained. Contractor shall not utilize or impact any wetland areas. The Contractor will be permitted to stage dredging equipment only in the operation area selected for this project. The Contractor shall use that location to maintain access of personnel and equipment to and from the lake. This location shall also be used as the staging area and for the storage of dredge pipeline components and as the access route for the floating and submerged segments of the dredge pipeline within the lake. Operations shall be in a manner that minimizes damage to the surrounding areas.

Site Plan: The Contractor shall prepare and submit to the Engineer for review a plan showing the proposed location of all dewatering equipment, including parking for trucks and any other sediment disposal equipment.

Equipment Inspection: The Contractor shall inspect the dewatering mechanical equipment daily and shall maintain them in good working conditions according to manufacturer's recommendations.

Discharge Pipe: The Contractor shall locate the discharge end of the excess water discharge pipeline as shown on the plans. The outfall shall be designed and installed to minimize sediment re-suspension in the lake.

Discharge Sampling: The Contractor shall provide a means of sampling the dredge discharge that is accessible to Pinellas County staff at all times during the dredging operation.

Pumps: The Contractor shall be responsible for determining the types, numbers, capacities, and locations of pumps necessary to operate the dewatering equipment.

Access Routes: The Contractor shall maintain access routes to the sediment dewatering facilities in good condition to minimize impacts to adjacent areas. Appropriate equipment shall be available for dust control, as necessary. The Contractor may cross 94th Avenue N. with equipment and materials as necessary to perform work on the project. Safe public traffic on 94th Avenue will be maintained.

2. BASIS OF PAYMENT

The payments under Section 120-1220, LAKE SEDIMENT REMOVAL & DEWATERING, shall include of all work activities required to dredge the sediment material, transport it to the dewatering facilities, and provide dewatering of this material and shall include all other activities not specifically listed in the schedule of values. The work specified under Section 120-1220 shall be paid for at the contracted unit price per Cubic Yard of in-situ volume of sediment material dredged and dewatered to the satisfaction of the ENGINEER. Partial Payments will be based upon in-situ volume of sediment material removed, as demonstrated by pre and interim dredging hydrographic surveys

Interim Payment: Because it may take more than one month to complete work activities, interim payments will be made based upon the in-situ volume of sediment material removed, as demonstrated by pre and interim dredging hydrographic surveys.

Final Payment and Acceptance: Final payment and acceptance for work completed in a sub-area will be based on the total payment due per the surveyed in-situ volume removed less the amount of all interim payments made, for the corresponding Sub-area. In the event that the total of the interim payments exceeds the final pay amount as determined by the final survey, the overpayment amount will be subtracted from future invoices. Final acceptance of a sub area must be approved by the Engineer when all portions of a sub-area are dredged within the specified tolerances as per interim hydrographic surveys conducted and certified by a Florida registered Professional Land Surveyor.

Payment Authorization: No payments will be authorized unless the dredging, dewatering, transportation, and disposal activities are conducted to the satisfaction of the Engineer. Any modifications to the extent of dredging along a cross-section alignment shall not constitute a reason to modify the unit cost for Section 120-1220.

ITEM NO. 120-1220-0001 DREDGING SHUT DOWN FOR DMMA WATER LEVEL DRAWDOWN

1. GENERAL

SCOPE:

The work specified under this section consists of furnishing all labor, materials, equipment, and incidentals necessary should suspended solids outflowing from the DMMA require drawdown of the water level in the DMMA to allow for fine dredged material consolidation.

2. EXECUTION

GENERAL PERFORMANCE REQUIREMENT

If during the dredging activities or construction work within the permit area, the water level in the DMMA reaches the highest level allowed by the permit and return water contains suspended solids, water level drawdown will be required to allow the fine dredged sediments to consolidate, thereby increasing the volume of material that can be contained. Such a drawdown may be accomplished by ceasing dredging, allowing the fines to settle, then removing weir boards to lower the water level over the minimum period of time required while maintaining allowable water quality for the water returning to Lake Seminole.

3. BASIS OF PAYMENT

The quantity to be paid under this Section shall be paid per **Calendar Day**, which shall include all items of work described and specified under this Section and performed to the satisfaction of the Engineer.

ITEM NO. 120-1240 TRANSPORTATION & DISPOSAL OF SEDIMENT MATERIAL

1. SCOPE

The work specified under section 120-1240, TRANSPORTATION & DISPOSAL OF SEDIMENT MATERIAL, consists of furnishing all labor, materials, equipment, and incidentals necessary to remove portions of the dewatered sediment material from the work site and to dispose of the dewatered material in a manner in accordance with Pinellas County's specifications and all permit conditions and applicable laws and regulations. Section 120-1240 includes all associated disposal and transportation costs, including any tolls and tipping fees.

2. GENERAL PERFORMANCE REQUIREMENTS

Precedence: Specific requirements listed in executed agreements between Pinellas County and Landowners will take precedence over these specifications.

Submittals: At least 21 days prior to the Preconstruction Conference, the Contractor shall prepare and submit for the Engineer's approval the following documents:

1. Detailed information about the trucking routes to be used for the transport and disposal of the material. This information must be reviewed by the Engineer prior to the Preconstruction Conference.
2. Alternative Disposal Site Plan. Contractor may request use of an alternative disposal site. Contractor shall submit the request in writing for the Approval by the Engineer. Request shall include: Landowner Name, address, quantity of material that can be accepted, and solid waste and ERP permit information.
3. Detailed schedule information for the trucking and transportation activities.

4. The Contractor shall submit details of equipment setup, including the work areas for loading equipment, the staging areas for the loading and queuing of trucks, and the parking of idle equipment and vehicles.

Permits: All sediment transportation and disposal activities shall be performed in strict accordance with the general and specific conditions of the Environmental Resource Permit (ERP) and USACOE permits (and any Agency-approved modifications to those permits) issued for the project, as applicable at the time of work. The Contractor shall adapt their methods of operation as needed to comply with the requirements contained within those documents.

TRANSPORTATION AND DISPOSAL ACTIVITIES:

Dewatering Work Area and Haul Route: Operations will be performed in a manner that minimizes disruption or damage to the surrounding areas.

Site Plan: The Contractor shall prepare and submit to the Engineer for review a plan showing the proposed locations for staging vehicles, loading vehicles, and the parking and trucks and any other sediment disposal equipment.

Access Routes: The Contractor shall maintain access routes within the sediment dewatering facilities in good condition to minimize impacts to adjacent areas. Appropriate equipment shall be available for dust control, as necessary.

SPECIFIC TRANSPORTATION AND DISPOSAL REQUIREMENTS

Sediment Disposal: The Contractor shall be responsible for transportation and disposal in a manner approved by the Engineer and consistent with local and state regulations, all Permits, and other provisions of the specifications. All sediment removed from the lake shall be disposed at County approved disposal locations (see Table 1). Contractor shall abide by specific requirements set forth in written agreements between disposal site landowners and County.

Sand Size Materials: Sand size materials from throughout the lake may be disposed of in a beneficial manner, providing all permit and disposal area contract testing and material quality standards are met. Sufficient sand shall be retained for blending to achieve necessary compliance with permit and disposal area contract requirements for fine sediments.

Fine Organic Sediments – Beneficial Use: If any are removed from the site for disposal, organic sediments shall be blended with sand size materials to the extent necessary to achieve compliance with all applicable rules, laws, and permit and disposal area contract testing and material quality standards. See Table 2 for recommended blending ratios. See Table 1 for Disposal Site requirements. In the event that sufficient sand material is not available to achieve the required blending, fine organic sediments shall be disposed of via the County's contracted landfill.

Fine Organic Sediments: If any are removed from the site for disposal, fine organic sediments that do not meet applicable rules, laws, and permit and disposal area contract testing and material quality standards shall be disposed of at the County's contracted landfill for this project.

Sediment Disposal Trucking Constraints: Special consideration must be made for the schools (Osceola Middle School and Osceola High School) adjacent to the project site and the nearby Starkey Elementary School. Truck operations for dried sediment disposal or the return of empty trucks shall be coordinated with local schools and their schedules. Truck operations shall adhere to the school schedules. (The current school schedules for School Year 2016-2017 is shown in Table 3.) This requirement (but not necessarily the specific times shown below) shall also apply in the future with the future schools' schedules, which are not yet available. School access and egress by students, staff or the public shall not be restricted at any time. The Contractor may submit to the County for review an alternative revised hauling schedule for the period when the schools are not in session. An alternative hauling schedule with revised restrictions would need to be reviewed and approved by the County prior to any implementation. [The cost of traffic safety and traffic maintenance shall be included within the Maintenance of Traffic pay item.]

3. BASIS OF PAYMENT

The pay quantity shall consist of all work activities required to transport the material for final disposal, and to properly dispose of the material, and to account for all other related activities not specifically listed in the schedule of values. The work specified under section 120-1240, TRANSPORTATION & DISPOSAL OF SEDIMENT MATERIAL, shall be to the satisfaction of the ENGINEER and shall be paid for at the contracted unit price per **Cubic Yard, by Truck Measure**.

Payment Authorization: No payments will be authorized unless transportation and disposal activities are conducted to the satisfaction of the Engineer. Any modifications to the Contractor's intended disposal destination(s) shall not constitute a cause for a modification of the unit cost.

Table 1. County Approved Disposal Locations

Landowner	Industry	Site Name	*Estimated Quantity (cy)	Haul Distance (mi)	County	Facility WACS ID No.	Permit No.	Permit Expiration Date	Site Type	Constraints
Angelo's Recycled Materials*	Commercial	Largo MRF	100,000	4	Pinellas	SWD-52-49239	Solid Waste: 32988-009-SO/30	1/27/2017	Materials Recovery Facility/Waste Processing Facility	Below residential DE SCTLs. Blend Material to meet the requirements for A-3, exception: Material may have up to 15% passing the No. 200 sieve. See Appendix 3.
Angelo's Recycled Materials*	Commercial	St. Pete Yard	25,000	11	Pinellas	LWA No. 86001	MSW No. 401537.00, SWM E04602	NA	Material Storage and Supply Yard	Below residential DE SCTLs. Blend Material to meet the requirements for A-3, exception: Material may have up to 15% passing the No. 200 sieve. See Appendix 3.
Angelo's Recycled Materials*	Commercial	Lutz C&D Transfer Station	350,000	32	Pasco	SWD-29-85591	Solid Waste: 158951-007-SO/30	11/15/2018	Construction and Demolition Debris Transfer Station/Waste Processing Facility	Below residential DE SCTLs. Blend Material to meet the requirements for A-3, exception: Material may have up to 15% passing the No. 200 sieve. See Appendix 3.
Pinellas County Solid Waste	Government	County Landfill	100,000	13	Pinellas					Below residential DE SCTLs for all metals. Blend Material may have up to 10% passing the No. 200 sieve.
Florida Department of Transportation (FDOT)	Government	66 th Street Pit	TBD	6	Pinellas				Construction Materials Stockpile	Below residential DE SCTLs for all metals. Material shall meet FDOT's standards for MSE wall backfill as specified in Section 548-2.6.2 of FDOT's 2014 Standard Specifications for Road and Bridge Construction.

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Table 1. County Approved Disposal Locations

Landowner	Industry	Site Name	*Estimated Quantity (cy)	Haul Distance (mi)	County	Facility WACS ID No.	Permit No.	Permit Expiration Date	Site Type	Constraints
Florida Department of Transportation (FDOT)	Government	Roosevelt Pit	TBD	13	Pinellas				Construction Materials Stockpile	Below residential DE SCTLs for all metals. Material shall meet FDOT's standards for MSE wall backfill as specified in Section 548-2.6.2 of FDOT's 2014 Standard Specifications for Road and Bridge Construction.
Waste Management, Inc. of Florida**	Commercial	North Manatee Landfill	TBD	58	North Manatee	TBD	TBD	TBD	Class III Lined Landfill	Clean sand, below residential as beneficial reuse; other sediments to be landfilled

*County and Landowner Agreement in place for material disposal.

**Memo of understanding from Landfill

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Table 2. Approximate Blending Ratios to Meet Required Arsenic Levels*			
Residential Limits (not to exceed 2.1 mg/kg)		Commercial Limits (not to exceed 12 mg/kg)	
Arsenic Concentration of Fines	Sand: Fine Mix Ratio	Arsenic Concentration of Fines	Sand: Fine Mix Ratio
1	0:1	1	0:1
2	0:1	2	0:1
3	0.5:1	3	0:1
4	1:1	4	0:1
5	1.5:1	5	0:1
6	2:1	6	0:1
7	2.5:1	7	0:1
8	3:1	8	0:1
9	3.5:1	9	0:1
10	4:1	10	0:1
11	4.5:1	11	0:1
12	5:1	12	0:1
13	5.5:1	13	0.5:1
14	6:1	14	0.5:1
15	6.5:1	15	0.5:1
16	7:1	16	0.5:1

*Table 2 assumes arsenic concentrations in sand will be negligible

*Contractor is responsible to determine the required ratio based on arsenic concentrations in fine and sand

*Contractor is responsible to determine the required ratio based on disposal site Land Owner Agreements.

Table 3. Truck Circulation Schedule 2018–2019 School Years	
Restricted Operating Hours	Comment
Before 7:20 am every work day	Osceola HS open time is 7:20 am
Between 9:00 and 9:40 am every work day	Osceola MS open time is 9:40 am
Between 1:50 and 2:20 pm every work day	Osceola HS close time is 1:50 pm
Between 4:10 and 4:40 pm every work day	Osceola MS close time is 4:10 pm

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ITEM NO. 570-3000 HYDROSEEDING, Argentine Bahia Paspalum notatum "Argentine"

1. SCOPE:

The work specified under section 570-3000, HYDROSEEDING, Argentine Bahia Paspalum notatum "Argentine", consists of furnishing all labor, materials, equipment, and incidentals necessary to stabilize the dewatering areas after the dredging and dewatering activities have been completed.

2. GENERAL PERFORMANCE REQUIREMENTS

The CONTRACTOR may consider leaving a layer of dewatered fine material to supplement or replace the layer of top soil. In that case, the dewatered material shall meet the FDEP Soil Cleanup Target Levels (SCTL) for leachability based on groundwater criteria.

The Contractor shall use a hydroseed mixture that contains Bahia grass Paspalum Notatum (Argentine).

The CONTRACTOR shall water all areas where hydroseed was applied as necessary to produce a healthy and vigorous stand of turf.

The CONTRACTOR shall monitor the hydroseed application for growth of specified grass and growth of pest plants and noxious weeds. If areas that were hydroseeded do not take root and grow within thirty (30) days of application, the CONTRACTOR shall treat the area again at no additional expense to the County. If pest plants and/or noxious weeds manifest themselves within 30 days of application of the hydroseed during the months April through October, within 60 days of placement of the sod during the months of November through March treat affected areas by means acceptable to the Engineer at no expense to the County.

The CONTRACTOR will use equipment specifically designed for mixing the mulch, seed, fertilizer, tackifier and dye, and applying the slurry uniformly over the areas to be hydroseeded. Use of mulch that does not contain reprocessed wood or paper fibers is required.

The CONTRACTOR will ensure that 50% of the fibers will be retained on a twenty-five mesh screen.

The CONTRACTOR will mix fertilizer as required and in compliance with the Pinellas County Fertilizer Ordinance (10-06 adopted January 19, 2010 into the hydroseeding slurry.

The CONTRACTOR will ensure that the dye does not contain growth or germination inhibiting chemicals.

When polyacrylamide is used as part of hydroseeding mix, only anionic polymer formulation with free acrylamide monomer residual content of less than 0.05% is allowed. Cationic polyacrylamide shall not be used in any concentration. Do not spray polyacrylamide containing mixtures onto pavement. These may include tackifiers, flocculants, or moisture-holding compounds.

3. BASIS OF PAYMENT

The quantities of work shall be paid for in **Square Yards** for the area shown in the Plans, as completed and accepted by the Engineer. This contract unit price shall include all required mowing, water (FDOT Specification 983) and fertilizer (in accordance with FDOT Specification 982 and Pinellas County ordinances), and top soil (if applicable). No Payment shall be made for unauthorized areas of hydroseeding, and no additional allowance shall be made for furnishing and applying the fertilizer and water necessary to establish growth.

ITEM NO. 800-1700 SITE RESTORATION

1. SCOPE:

The work specified under section 800-1700, SITE RESTORATION, shall include all labor, equipment and materials necessary for all Site Restoration activities and materials (including all restoration work shown in the plans, as identified in notes, and as indicated indirectly in other Technical Specifications), and as otherwise needed to restore the work site to the condition indicated in the Plans as the Post-work Restoration condition, and as directed by Engineer. This excludes works specifically included under other pay items (such as in seeding, sodding, piping, or restoration of the asphalt recreational trail.) The Contractor shall clean up and restore any dredging, staging, storage, and easement areas used for the project, leaving the areas in a condition equivalent to or better than the pre-dredging condition. The Contractor shall also restore all landscape features, damaged vegetation, and restoration the irrigation features and on-site drainage structures, as noted in Item No. 120-1220, Lake Sediment Removal & Dewatering. The Contractor may keep materials removed from site which were provided for temporary construction (i.e. fencing, 3-phase electrical lines, etc.).

2. GENERAL PERFORMANCE REQUIREMENTS

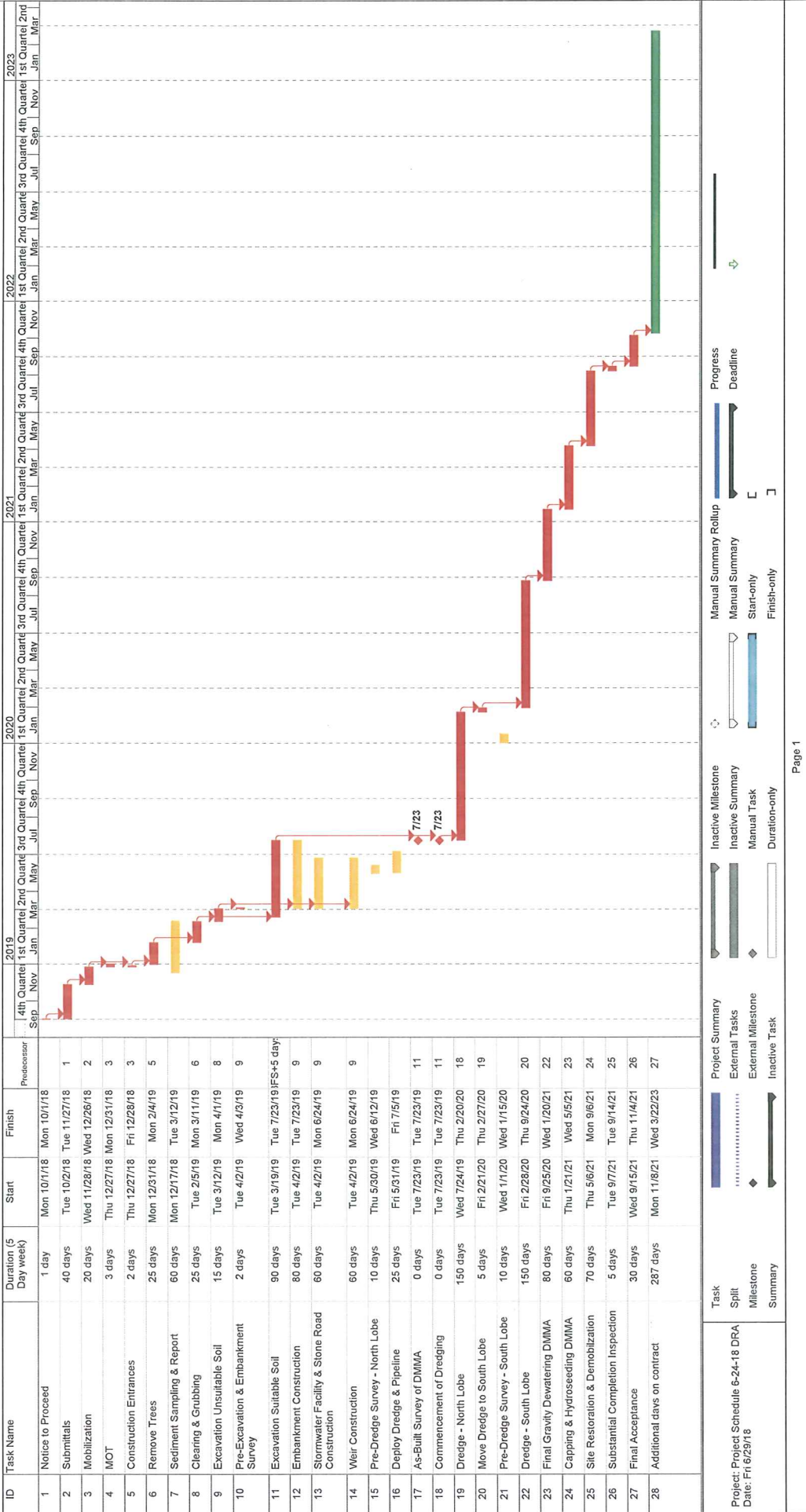
The Contractor shall clean up and restore any dredging, staging, storage and pipeline easement areas used for the project, leaving the areas in a condition equivalent to or better than the pre-dredging condition. The Contractor shall also restore all landscape features and lake vegetation damaged or destroyed during dredging outside the dredging limits. The Contractor shall connect the on-site roadway drainage swales to the DMMA finishing pond and grout and cap any stormwater piping infrastructure in place from operational phase of the DMMA. The Contractor shall retain ownership of the materials removed from site which were provided for temporary construction. [This restoration work shall be paid for under the Site Restoration pay item, unless specified elsewhere in the contract.] This item includes removal of all temporary erosion control features. All stormwater and stone roadway (around the outside toe perimeter) features constructed will remain in place for future park use.

3. BASIS OF PAYMENT

The quantity to be paid under Section 800-1700, SITE RESTORATION, shall be one **lump sum** which shall include all items of worked described and specified for under Section 800-1700, and performed to the satisfaction of the Engineer.



Lake Seminole Restoration Dredging Critical Path Project Schedule: 6-24-18



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SERVICES AGREEMENT

EXHIBIT D – PHASE II

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS PLACED HERE AS PART OF SERVICES AGREEMENT

1. INSURANCE:

- a) Contractor's current Certificate(s) of Insurance (Certificate) shall be in accordance with the insurance requirements listed below.
- b) Within ten (10) Calendar Days of **contract award** and prior to commencement of work, Contractor shall email certificate that is compliant with the insurance requirements to InsuranceCerts@Pinellascounty.org. If Certificate received with the proposal was a compliant certificate no further action may be necessary. The Certificate(s) shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in Paragraph 1.d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph**
- c) No work shall commence at any Project site unless and until the required Certificate(s) are received and approved by the County. Approval by the County of any Certificate(s) does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Agreement period.
- d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Contractor and any subcontractors to meet the requirements of the Agreement shall be endorsed to include **Pinellas County, A Political Subdivision of the State of Florida and the Florida Department of Environmental Protection as an Additional Insureds**.
- e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) and endorsement(s) shall be furnished by the Contractor to the County at least thirty (30) Calendar Days prior to the expiration date.
 - (1) Contractor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Contractor from its insurer. Notice shall be given by certified mail to: Pinellas County Risk Management, 400 South Fort Harrison Avenue, Clearwater, Florida 33756. Nothing contained herein shall absolve Contractor of this requirement to provide notice.
 - (2) Should the Contractor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Contractor for such purchase or offset the cost against amounts due to Contractor for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

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SERVICES AGREEMENT

EXHIBIT D – PHASE II

INSURANCE REQUIREMENTS

- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a Self-Insured Retention (SIR) or deductible exceeds \$50,000.
- g) If subcontracting is allowed under this Agreement, the prime Contractor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Contractor and its subcontractors shall be in writing may be subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Contractor to the same extent Contractor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Contractor to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section D and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The named insured on the Certificate and insurance policy must match the entity's name that responded to the solicitation and/or is signing the Agreement with the County. If Contractor is a joint venture, the Certificate and named insured must show joint venture legal entity name and the joint venture must comply with the requirements with regard to limits, terms and conditions, including completed operations coverage.
- (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's SIR's of whatever nature.
- (5) All policies shall be written on a primary, non-contributory basis.

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SERVICES AGREEMENT

EXHIBIT D – PHASE II

INSURANCE REQUIREMENTS

- (6) Any Certificate(s) evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s). The County shall have the right, but not the obligation to determine that the Contractor is only using employees named on such list to perform work for the County. Should employees not named be utilized by Contractor, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the Contractor occurs, or alternatively find the Contractor to be in default and take such other protective measures as necessary.
- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Contractor and subcontractor(s).
- i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance Must include U.S. Longshoremens and Harbor Workers Endorsement

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$500,000
Per Employee Disease	\$500,000
Policy Limit Disease	\$500,000

- (2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. Commercial General Liability policy must not contain any sexual misconduct or physical abuse exclusions. If such exclusions are included in the policy, a separate Sexual Misconduct and Physical Abuse Liability policy must be provided with the same limits as the Commercial General Liability limits. Policy shall not contain an Explosion, Collapse, or Underground (x,c,u) exclusion; nor shall there be a crane weight, jig, or boom exclusion

Limits	
Combined Single Limit Per Occurrence	\$1,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal Injury and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000

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SERVICES AGREEMENT

EXHIBIT D – PHASE II

INSURANCE REQUIREMENTS

- (3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Contractor does not own any vehicles, then evidence of hired and non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Contractor can show that this coverage exists under the Commercial General Liability policy.

Limit

Combined Single Limit Per Accident	\$1,000,000
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- (4) Excess or Umbrella Liability Insurance excess of the primary coverage required, in paragraphs (1), (2), and (3) above:

Limits

Each Occurrence	\$5,000,000
General Aggregate	\$5,000,000

- (5) Watercraft Liability Insurance (or equivalent Protection & Indemnity coverage) with Pollution Liability sub-limits, or a separate policy, if Watercraft Liability is excluded in Contractors Pollution Liability policy required in paragraph (6) below. If Excess or Umbrella Policy in paragraph (5) below does not provide Watercraft Liability coverage, Watercraft Liability must be \$5,000,000 each occurrence and \$5,000,000 General Aggregate

Limits

Each Occurrence or Claim	\$1,000,000
General Aggregate	\$1,000,000

- (6) Commercial Pollution Liability Insurance for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials, silt, sedimentation, asbestos, lead-based paint, silica, low-level radioactive material, mixed waste or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water as a result of the operations of the Contractor described under the scope of services of this contract. If policy is written on a Claims Made form, a retroactive date is required, and coverage must be maintained for 3 years after completion of contract or "tail coverage must be purchased. Coverage should include and be for the at least the minimum limits listed below:

- 1) Bodily injury, including sickness, disease, mental anguish or shock sustained by any person, including death and any associated medical monitoring costs;
- 2) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages;
- 3) Property damage including: (1) physical injury to or destruction of tangible property including the resulting loss of use thereof; (2) loss of use of tangible property that has not been physically injured or destroyed; (3) diminished third-party property value; and (4) Natural Resource Damages;

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SERVICES AGREEMENT

EXHIBIT D – PHASE II

INSURANCE REQUIREMENTS

- 4) Cleanup Costs, including costs to investigate, quantify, monitor, mitigate, abate, remove, dispose, treat, neutralize, or immobilize pollution conditions and costs to restore, repair or replace real or personal property, to substantially the same condition it was in prior to being damaged during the course of responding to a pollution condition;
- 5) Pollution incidents associated with transportation, loading and unloading of materials or waste; and
- 6) Non-Owned Disposal Sites coverage.

Limits

Per Claim or Occurrence	\$2,000,000
General Aggregate	\$2,000,000

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined.

- (7) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If “claims made” coverage is provided, “tail coverage” extending three (3) years beyond completion and acceptance of the project with proof of “tail coverage” to be submitted with the invoice for final payment. In lieu of “tail coverage”, vendor may submit annually to the County, for a three (3) year period, a current certificate of insurance providing “claims made” insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits

Each Occurrence or Claim	\$1,000,000
General Aggregate	\$1,000,000

- (8) Property Insurance Contractor will be responsible for all damage to its own property, equipment and/or materials.

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Lake Seminole Restoration Project: No.: 156 - 0316 - P (DF)

Exhibit E-Phase II-Payment Schedule

Revised Date: 8-13-18

Pay Item No.	Description	Total Prices
1	Pre and Post Survey of Dredge Areas	\$ 300,000.00
2	Mobilization	\$ 1,083,000.00
3	Site Work of upland dewatering, storage and staging site	\$ 4,294,517.50
4	Hydraulic dredging and dewatering of dredge material	\$ 9,016,650.00
5	Disposal of dredged and dewatered material	\$ 852,647.20
6	Restoration of Upland Dewatering Site and Parks and Conservation Lands	\$ 1,447,606.00
7	Contingency	\$ 1,000,129.30
	<i>Design and Permitting Amount:</i>	\$668,670.00
	Amendment #1 (Construction):	\$17,994,550.00
	<i>Agreement Total:</i>	<i>\$18,663,220.00</i>

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Lake Seminole Restoration Project: No.: 156 - 0316 - P(DF)
 Exhibit E-Phase II-Payment Schedule

Revised Date: 8-13-18

Pay Item No.	CMS Pay Item Number	Description	Estimated Quantity	Unit	Unit Price	Total Prices
1		Pre and Post Survey of Dredge Areas				
	005-0700	SURVEY, Pre-dredge Construction Layout, South Lobe	1.00	LS	\$ 50,000.00	\$ 50,000.00
	005-0700	SURVEY, Pre-dredge Construction Layout, North Lobe	1.00	LS	\$ 100,000.00	\$ 100,000.00
	005-0800	SURVEY, Interim Quantity Measurements	12.00	EA	\$ 10,000.00	\$ 120,000.00
	006-0850	SURVEY, As-Built Dredging	1.00	LS	\$ 30,000.00	\$ 30,000.00
				Sub- Total		\$ 300,000.00
2		Mobilization				
	101-0100	MOBILIZATION	1.00	LS	\$ 953,000.00	\$ 953,000.00
	101-0105	Reimburse Bond Premium	1.00	LS	\$ 130,000.00	\$ 130,000.00
				Sub- Total		\$ 1,083,000.00
3		Site Work of upland dewatering, storage and staging site				
	005-0700	SURVEY, Post Tree Removal Construction Layout, DMMA	1.00	LS	\$ 12,000.00	\$ 12,000.00
	005-0800	SURVEY, Interim Quantity Measurements, DMMA	5.00	EA	\$ 7,000.00	\$ 35,000.00
	005-0850	SURVEY, As-Built DMMA	1.00	LS	\$ 22,000.00	\$ 22,000.00
	102-0100	Maintenance of Traffic	1.00	LS	\$ 15,000.00	\$ 15,000.00
	102-5000	WATER, for Dust Control	200.00	THG	\$ 60.00	\$ 12,000.00
	104-1	PREVENTION, CONTROL AND ABATEMENT OF EROSION & WATER POLLUTION	1.00	LS	\$ 72,428.00	\$ 72,428.00
	104-14	SYNTHETIC BALES	250.00	LF	\$ 11.00	\$ 2,750.00
	104-18	FENCE, STAKED SILT, FDOT Type III	6,860.00	LF	\$ 3.00	\$ 20,580.00
	104-2	ARTIFICIAL COVERINGS/Rolled Erosion Control Products - Spilway	787.00	SY	\$ 20.00	\$ 15,740.00
	104-2	ARTIFICIAL COVERINGS/Rolled Erosion Control Products - Embankment Repairs/Stabilization	500.00	SY	\$ 50.00	\$ 25,000.00
	104-20	SOIL TRACKING PREVENTION DEVICE	4.00	EA	\$ 4,750.00	\$ 19,000.00
	104-42	MOWING	10.00	AC	\$ 425.00	\$ 4,250.00
	104-7	INLET PROTECTION SYSTEMS	9.00	EA	\$ 425.00	\$ 3,825.00
	800-9003	Tree Barricades	10,000.00	LF	\$ 2.25	\$ 22,500.00
	108-1-0001	Monitoring existing structures/Vibration Monitoring Mob and Demob Cost	1.00	LS	\$ 10,000.00	\$ 10,000.00
	108-1-0002	Monitoring existing structures/Vibration Monitoring Monthly Cost	4.00	MTH	\$ 7,780.00	\$ 31,120.00
	110-0100	CLEARING & GRUBBING	27.32	AC	\$ 8,600.00	\$ 234,952.00
	110-0300	UNSUITABLE SOILS, Uncontaminated, Excavate, Load, Haul, & Dispose at Nursery	25,000.00	CY	\$ 10.50	\$ 262,500.00
	110-0408	TREE, REMOVE, 4" to Under 8" Diameter (Diameter Breast Height)	640.00	EA	\$ 30.00	\$ 19,200.00
	110-0812	TREE, REMOVE, 8" to Under 12" Diameter (Diameter Breast Height)	601.00	EA	\$ 40.00	\$ 24,040.00
	110-1224	TREE, REMOVE, 12" to Under 24" Diameter (Diameter Breast Height)	714.00	EA	\$ 53.00	\$ 37,842.00
	110-0800	DEMOLITION	1.00	LS	\$ 29,990.00	\$ 29,990.00
	120-0031	EXCAVATE, (Detention Pond, Mitigation Area, Channel, Ditch, swale)	1.00	LS	\$ 48,000.00	\$ 48,000.00
	120-0060	EMBANKMENT	160,000.00	CY	\$ 7.76	\$ 1,241,600.00
	120-0500	EXCAVATE SOIL & DEBRIS	260,000.00	CY	\$ 4.90	\$ 1,274,000.00
	204-1092	ROADWAY BASE, Crushed Concrete/Graded Aggregate, Min. LBR 100, 12" Min. Thickness	6,000.00	SY	\$ 10.65	\$ 63,900.00

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Optional Pay Items for Potential Alternate Disposal of Material

Pay Item No.	CMS Pay Item Number	Description	Estimated		Unit Prices		Total Prices
			Quantity	Unit	Unit Price	Total Prices	
	120-1240-0001	TRANSPORTATION & DISPOSAL OF SEDIMENT MATERIAL, Angelos Dredged Sand	1.00	CY	\$ 15.00	\$ 15.00	15.00
	120-1240-0002	TRANSPORTATION & DISPOSAL OF SEDIMENT MATERIAL, Contractor Provided Location Dredged Sand	1.00	CY	\$ 9.50	\$ 9.50	9.50
	120-1240-0003	TRANSPORTATION & DISPOSAL OF SEDIMENT MATERIAL, Angelos DMMA Sand	1.00	CY	\$ 11.50	\$ 11.50	11.50
	120-1240-0004	TRANSPORTATION & DISPOSAL OF SEDIMENT MATERIAL, Contractor Provided Location DMMA Sand	1.00	CY	\$ 7.00	\$ 7.00	7.00

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