

**OLD PELICAN BAY CHANNEL MAINTENANCE DREDGING
SUPPLEMENTARY CONDITIONS
JANUARY 3, 2024**

SP-1.0 TIME OF COMPLETION

The COUNTY is flexible with the on-site commencement date. The date of Notice to Proceed shall be mutually agreed upon by the CONTRACTOR and COUNTY. The CONTRACTOR shall be on-site and commence WORK no later than June 15, 2024 with an anticipated completion date of September 30, 2024. WORK may commence any time after issuance of CONTRACT and Notice to Proceed. Upon commencement, WORK shall be substantially complete within **105** consecutive calendar days and fully complete within **120** consecutive calendar days. Substantial Completion is defined as WORK completed and ready for its intended use and shall include all dredge and disposal construction activities. Final Completion is defined as all WORK and construction activities having been completed under this CONTRACT.

SP-2.0 TRANSPORTATION FACILITIES

In addition to the information given in the CONTRACT plans, the CONTRACTOR shall make his own investigation of available roads for transportation, load limits for bridges and road, and other road conditions affecting the transportation of all equipment to the site.

SP-3.0 WATER AND SEWER

The responsibility shall be upon the CONTRACTOR to provide and maintain, at his own expense, an adequate supply of water and sewer facilities for his use for construction, and to install and maintain necessary supply connections and piping for same, but only at such locations and in such manner as may be approved by the COUNTY and ENGINEER. Before final acceptance, temporary connection and piping installed by the CONTRACTOR shall be removed in a manner satisfactory to the COUNTY and ENGINEER.

SP-4.0 ELECTRICITY

All electric current required by the CONTRACTOR shall be furnished at his own expense. All temporary lines will be furnished, installed, connected, and maintained by the CONTRACTOR in a workmanlike manner satisfactory to the COUNTY and ENGINEER and shall be removed by the CONTRACTOR in like manner at his expense prior to completion of the construction.

SP-5.0 GEOTECHNICAL CONDITIONS

Sediments within the Old Pelican Bay Channel consist of fine silty sand. Variations in the composition, grain size, shell content, and silt content of the dredge material should

be expected. Rock has been encountered in previous dredge projects within the dredge footprint at and below the authorized depth. The CONTRACTOR may rely on this description, but no representation is made concerning subsurface conditions. The CONTRACTOR shall make his own investigation of the dredge site.

SP-6.0 DIFFERING SITE CONDITIONS

(a) The CONTRACTOR shall within twenty-four (24) hours of discovery, and before the conditions are disturbed, give written notice to the COUNTY of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this CONTRACT, or (2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the CONTRACT.

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

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

(d) No request by the CONTRACTOR for an equitable adjustment to the CONTRACT for differing site conditions shall be allowed if made after final payment under this CONTRACT.

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

SP-7.0 ENGINEER'S APPROVAL OF WORK

By approving any payment, the ENGINEER shall not thereby be deemed to have represented that he made exhaustive or continuous on-site inspection to check the quality or the quantity of the WORK, or that he has reviewed the means, methods and techniques, sequences, and procedures of construction, or that he has made any examination to ascertain how or for what purpose the CONTRACTOR has used the money paid or to be paid to him on account of the CONTRACT price.

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

SP-8.0 CONTRACTOR'S PLANT AND EQUIPMENT

The CONTRACTOR agrees to keep on the job sufficient plant and equipment to meet the requirements of the WORK. The plant and equipment shall be in satisfactory operating condition and capable of safely and efficiently performing the WORK as set forth in the specifications and the plant shall be subject to access by the COUNTY and ENGINEER at all times.

The CONTRACTOR shall maintain an average production rate of 45 cubic yards per day. This will ensure the CONTRACTOR completes the WORK within the specified CONTRACT Schedule. No reduction in the capacity of the plant employed on the WORK shall be made except by written permission of the COUNTY. The measure of the "Capacity of the Plant" shall be its actual performance on the Work to which these specifications apply.

All pipelines for hydraulic dredging must be kept in good condition at all times and any leaks or breaks along their length must be promptly and properly repaired.

No reduction in the capacity of the plant employed on the WORK shall be made except by written permission of the COUNTY and ENGINEER. The measure of the "Capacity of the Plant", shall be its actual performance on the WORK to which these specifications apply.

Hauling and excavating equipment other than dredges and booster pumps. All hauling and excavating equipment, other than dredges and booster pumps, used on this WORK shall be equipped with satisfactory mufflers or other noise abatement devices. The CONTRACTOR shall conduct his operations so as to comply with all Federal, State, and local laws pertaining to noise.

Dredges and Booster Pumps. Dredges and booster pumps used on this WORK shall be equipped with satisfactory mufflers or other sound abatement devices to reduce engine noise. The CONTRACTOR shall conduct his operations so as to comply with all Federal, State, and local laws pertaining to noise. Any booster pumps shall be located at least three hundred (300) feet from any residential type structure.

Bridge-to-Bridge Communication. In order that radio communication may be made with passing vessels, all dredges engaged in WORK under this CONTRACT shall monitor very high frequency (VHF) Channel 16 at all times.

SP-9.0 PAYMENT OF MOBILIZATION AND DEMOBILIZATION

All costs connected with the mobilization and demobilization of all the CONTRACTOR's plant and equipment shall be paid for at the item CONTRACT lump sum price. Sixty percent (60%) of the lump sum price will be paid for mobilization after commencement of dredging and placing a quantity of at least 100 cubic yards in the disposal site. The CONTRACTOR's survey records may be used to assess the required dredge rate and the COUNTY and ENGINEER, at their discretion, may verify the survey results. The remaining forty percent (40%) for demobilization will be included in the final payment for WORK under this CONTRACT.

SP-10.0 DAMAGE TO EXISTING FACILITIES

Where existing facilities are damaged, they shall be immediately repaired in conformance with the best standard practice, or according to the specifications of the owner-entity of the utility or structure. If the owner-entity of the utility or structure elects to make such repairs with their own forces, the CONTRACTOR shall make sure that specific arrangements are made to protect the COUNTY from all damages. Where such conflicts are unavoidable, every effort shall be made to construct the WORK so as to cause as little interference as possible with the services rendered by the utility or structure disturbed.

SP-11.0 SURVEYS

SP-11.1 GENERAL

The COUNTY and ENGINEER shall conduct one (1) pre-construction and one (1) post-construction survey to determine the quantity of WORK performed. All survey, data reduction, and data presentation shall be conducted in accordance with the State of Florida requirements for topographic and hydrographic surveys. The CONTRACTOR shall attend the survey and sign off on the survey that they have witnessed the survey. If the CONTRACTOR chooses to not to attend the survey, such choice shall be construed as acceptance of the survey.

The COUNTY and ENGINEER shall provide the CONTRACTOR with survey drawings. The survey baseline shown on the CONTRACT Plans shall be used as reference for plotting the drawings. All cross-sections shall include the data and the identifying baseline station number on 50-foot intervals. All survey information submitted, and included in any depiction, shall include the date of the survey. Vertical elevations shall be in feet referenced to the North American Vertical Datum of 1988 (NAVD88). Horizontal distances shall be in feet. Locations shall be specified in Florida State Plane grid coordinates, North American Datum 1983 (NAD83). Locations of the cross sections shall be shown on the plan view drawing.

SP-11.2 PRE-CONSTRUCTION SURVEY

The COUNTY shall conduct one pre-construction survey of the WORK within 45 days of the commencement of construction to determine quantities. The COUNTY shall

contact the CONTRACTOR to notify forty-eight (48) hours prior to the date and time the survey will occur. In general, surveys shall be conducted at 50-foot intervals, baseline station points of intersection, and beginning and end stations of dredge limits as depicted on the CONTRACT Plans. Surveys of channel centerlines may also be conducted. The pre-construction cross sections are the basis of comparison for computing completed WORK for payment. The excavation volumes shall be calculated using a Triangulated Irregular Network surface to surface comparison method (Civil3D or Hypack).

It is the CONTRACTOR's responsibility to investigate pre-construction conditions. Discrepancies between the CONTRACTOR's investigation and the ENGINEER's pre-construction survey shall be resolved, to the satisfaction of the COUNTY and ENGINEER, before dredging commences. It is the responsibility of the CONTRACTOR to be present during each survey. If the CONTRACTOR chooses not to attend the survey, such choice will be construed as acceptance of the survey.

SP-11.3 LAYOUT OF WORK

The ENGINEER shall provide a one-time construction stake-out of the WORK. The ENGINEER shall set one temporary benchmark concurrent with the stake-out, The CONTRACTOR shall be responsible for all measurements that may be required for the execution of the WORK to the location and limit marks prescribed in the specifications or on the CONTRACT Plans, subject to such modifications as the COUNTY or ENGINEER may require to meet changed conditions or as a result of necessary modifications to the CONTRACT WORK. The COUNTY retains the right to vary the length of the dredge cut within the limits of the permitted dredge area. The dredge cut shall be staked out at 100-foot stations, plus intersection points.

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

If CONTRACTOR fails to maintain the stakes, re-staking of the work shall be at the expense of the CONTRACTOR, at a cost of \$3,000 per re-stake and shall be deducted from the amount due the CONTRACTOR.

SP-11.4 POST-CONSTRUCTION SURVEY

The CONTRACTOR shall make his own inspection of the WORK to ensure it is ready for acceptance. The CONTRACTOR shall notify the COUNTY and ENGINEER in writing of readiness for surveying. The CONTRACTOR shall be responsible for maintaining the design elevations until the post-construction survey and acceptance by the COUNTY and ENGINEER. The ENGINEER shall perform one (1) post-construction survey within five (5) days of receipt of such notification and determine the quantities of WORK performed. If the ENGINEER is prevented from surveying the WORK by weather, the WORK shall not be deemed accepted until surveying can safely be performed and is found to be in accordance with the CONTRACT Documents. If surveys find material within any portion of the WORK which requires re-dredging, re-survey of the WORK after re-dredging shall be at the expense of the CONTRACTOR, at a cost of \$4,100 per re-survey and shall be deducted from the amount due the CONTRACTOR.

SP-12.0 ORDER OF PAYMENT

Upon completion of the dredging, the ENGINEER shall conduct the post-construction survey. If the survey determines material is present within any portion of the design channel template, the CONTRACTOR shall re-dredge those areas. The cost of the re-survey after re-dredging shall be at the expense of the CONTRACTOR, until the WORK is accepted.

The CONTRACTOR shall be allowed to request payment for removal of the material remaining in the template after the re-survey, once the channel is re-dredged, re-surveyed and accepted.

SP-13.0 VARIATIONS IN ESTIMATED QUANTITIES

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

COUNTY directed change order will be applied based upon increase or decrease in costs due solely to the variations above one hundred twenty-five percent (125%) or below seventy-five percent (75%) of the estimated quantity individually for each segment of WORK, according to the unit prices specified in the Bid Schedule.

SP-14.0 CONTRACTOR'S RESPONSIBILITY AND DAILY REPORTS

The CONTRACTOR's resident superintendent, in addition to his responsibilities as set forth in the CONTRACT Documents, shall provide to the COUNTY and ENGINEER,

on a daily basis, the “Daily Construction” and “Turbidity” Quality Control Reports. The CONTRACTOR shall provide COUNTY and ENGINEER with access to the site, including transportation to and from the dredge.

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

The CONTRACTOR has the sole responsibility for quality control and shall provide and maintain such an effective program. The CONTRACTOR shall have qualified personnel to provide and maintain control for continual dredging operations. The CONTRACTOR shall be solely responsible for providing survey equipment for all surveys.

The CONTRACTOR shall establish and implement a quality control program to inspect and test the CONTRACTOR’s and any SUBCONTRACTOR’s equipment used in completing the WORK.

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

- (a) Structure of the quality control organization.
- (b) Number and qualifications of the responsible personnel.
- (c) Methods and documentation to assure quality control.
- (d) Safety inspection procedures.
- (e) Copy of daily quality control report forms and inspection Documents that will be submitted to the ENGINEER daily. A sample report form is attached.
- (f) Storm Emergency Plan

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

SP-15.0 TIME OF OPERATIONS

The CONTRACTOR is allowed to conduct dredge and disposal operations during day light hours from sunrise to sunset, including Saturdays and Sundays but excluding

Holidays, at CONTRACTOR's discretion, provided that CONTRACTOR complies with all applicable labor laws.

SP-16.0 PERMITS

The State of Florida Department of Environmental Protection and the U.S. Army Corps of Engineers Permits for the WORK to be performed are included in the CONTACT Documents. The CONTRACTOR is responsible for applying for and receiving an excavation permit from Lee County.

By execution of the AGREEMENT, the CONTRACTOR acknowledges receipt of Permits and accepts full responsibility for compliance with these Permits and all stipulations attached, for all WORK covered by this document.

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

The CONTRACTOR shall keep at the WORK Area all of the Permits or copies thereof, complete with all conditions, attachments, CONTRACT Plans and Technical Specifications, modifications, and time extensions.

SP-17.0 ACCESS TO WORK

The CONTRACTOR shall provide for the COUNTY, ENGINEER and the permit agency staff access to and from the dredge and other floating equipment on call for the purpose of observing construction activities and environmental monitoring tests. CONTRACTOR shall furnish the use of such boats, boatmen, laborers, and material forming a part of the ordinary equipment and crew of the dredging plant as may be reasonably necessary in observing the WORK.

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

SP-18.0 NOTICE TO MARINERS - DREDGING CONTRACT

Should the CONTRACTOR, during dredging operations, encounter any objects on the bottom which could be a hazard to navigation, the CONTRACTOR shall immediately notify the COUNTY and ENGINEER as to the location of said object and prepare and submit a Notice to Mariners to U.S. Coast Guard.

SP-19.0 PHYSICAL DATA

SP-19.1 LOCATION

The project site is located on the West Coast of Florida in Lee County. The climate of the area is essentially subtropical. Temperatures below freezing are rare. The wet season in the project area is from May through October. The hurricane season is from June through November.

Water levels in the project area are mainly affected by tidal fluctuations in the Gulf of Mexico. The project area is also subject to storm surges from hurricanes, tropical storms, and extratropical storms.

SP-19.2 LOCAL CLIMATOLOGICAL DATA

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

(a) Gulf of Mexico Hindcast Wave Information, Wave Information Studies of U.S. Coastlines, WIS Report 18, Waterways Experiment Station, C.E.R.C. May 1989. This report presents 20-year wave hindcast summaries at various stations located along the U.S. Gulf of Mexico shoreline. The report includes wave height, period, and direction tables for the 20-year period 1956-1975, summary wave and wind roses, summary tables of mean wave heights by month and year, largest wave heights by month and year, a statistical summary of wave data, and a table of extreme wave events.

(b) East Coast of North and South America Tide Tables, U.S. Department of Commerce, National Oceanic and Atmospheric Administration, National Ocean Service. This publication provides daily tidal predictions at locations along the Atlantic and gulf coastlines of North and South America, including several locations in Lee County. It also provides mean and spring tide ranges and mean tide level. Some astronomical data such as time of sunrise, sunset, moonrise, and moonset is also included.

(c) Tracy, B. A. 2002: Directional characteristics of the 1990-1999 Wave Information Studies Gulf of Mexico Hindcast, Proceedings 7th International Workshop on Wave Hindcasting and Forecasting, October 21-25, Banff, Canada.

(d) East Coast of North and South America Tide Tables, U.S. Department of Commerce, National Oceanic and Atmospheric Administration, National Ocean Service. This publication provides daily tidal predictions at locations along the Atlantic and gulf

coastlines of North and South America, including several locations on Florida's shoreline. It also provides mean and spring tide ranges and mean tide level. Some astronomical data such as time of sunrise, sunset, moonrise, and moonset is also included.

SP-20.0 OBSTRUCTION OF CHANNEL

Marine traffic in the project area consists of commercial, pleasure, and small recreational vessels of all types and sizes, which can be accommodated by existing depths.

The COUNTY shall not undertake to keep the waterways free from vessels or other obstructions. The CONTRACTOR shall be required to conduct the WORK in such manner as to maintain navigation in the channel. Upon completion of the WORK, the CONTRACTOR shall promptly remove his plant, including ranges, buoys, piles, and other marks placed by them under the CONTRACT in navigable waters or on shore.

SP-21.0 PRIVATE PROPERTY

The CONTRACTOR shall not occupy private land outside of any easements or rights of way unless the CONTRACTOR obtains expressed consent by the property owner. In the event that the CONTRACTOR uses private property for any purpose without first having obtained the necessary approvals from the property owner or provided the necessary agreement to the COUNTY, the COUNTY will direct the CONTRACTOR in writing to immediately cease using such property.

Prior to commencement of WORK, the COUNTY requires that any agreement between the CONTRACTOR and the property owner for the use of private lands be furnished in writing and approved by the COUNTY prior to use. At a minimum, the written agreement should contain the lot legal description and street address and the names, addresses, and telephone numbers for both the legal lot owner and the CONTRACTOR. The written agreement must also provide times for completion, erosion control measures, and how the CONTRACTOR will completely restore to the property owner's satisfaction and how the property owner will approve of the WORK.

Prior to application for final payment, the CONTRACTOR shall provide documentation that each property owner is satisfied with the manner in which the CONTRACTOR has restored the property. Documentation is required for each piece of private property for which an agreement for use was provided. The documentation shall also include a hold harmless agreement signed by the property owner in a format acceptable to the COUNTY. Final payment or reduction in retainage shall not be paid until such documentation is received by the COUNTY.

SP-22.0 MARINE VESSELS AND MARINE ACTIVITIES

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

SP-23.0 SUBCONTRACTING REQUIREMENTS

The CONTRACTOR may sublet portions of the WORK, but shall perform with their own organization not less than 51% of the total Contract WORK.

SP-24.0 ARBITRARY DEMOBILIZATION

The COUNTY will pay for mobilization and demobilization only once. Should the CONTRACTOR arbitrarily demobilize prior to completing the Project, such demobilization and subsequent remobilization shall be at no cost to the COUNTY. If the CONTRACTOR elects to demobilize prior to completing the WORK, except for the protection of personnel, plant or equipment prior to a storm, and the WORK area is impacted by a tropical storm or hurricane, the CONTRACTOR shall be required to re-survey the WORK area and Project components at no expense to the COUNTY.

SP-25.0 CONTRACTOR MINIMUM QUALIFICATIONS

The CONTRACTOR shall have experience in dredging construction with upland disposal of dredge spoil material. The CONTRACTOR must have successfully completed a minimum of three (3) dredging projects similar to this project, specifically dredging within the influence of tidal currents with varying sediments ranging from silt to coarse grain sand, within the past 10 years as a prime or subcontractor. For each of the projects include a statement of the actual amount of work executed by the CONTRACTOR's own employees. Do not include work sublet to others. Include the following information in a tabulation form for each project:

- a. Project name
- b. Owner
- c. References (ensure references are accurate, verifiable and have knowledge of the project)
- d. Costs (actual amount performed by actual Bidder's employees)
- e. Start date and finish of each project
- f. Summary of work performed

g. Permit type required for work [Joint Coastal Permit (JCP), Environmental Resource Permit (ERP), etc..]