

**Lovers Key - Bonita Beach Nourishment Project  
Special Provisions  
May 31, 2024**

**SP-1 INTENT:** The Lee County (County) - Lovers Key - Bonita Beach Nourishment Project consists of furnishing all labor, equipment, supplies, materials, transportation, fuel, power, water, providing environmental protection, and performing all operations as indicated in the Contract Plans, Technical Specifications, and Federal and State Permits (Permits). All Work included in the Bid shall be completed within the Contract Time from the date specified in the Notice to Proceed. The Project site is located on Lovers Key and Bonita Beach in Lee County and in the Gulf of Mexico.

The County is responsible for sea turtle and shorebird monitoring and reporting and physical monitoring plan required by the Permits. The Contractor is responsible for shorebird non-injurious deterrents, turbidity monitoring (independent third party), and relocation trawling and endangered species observations (hopper dredging) required by the Permits. Stringent environmental protection, best management practices, and turbidity avoidance and control requirements outlined in the Technical Specifications and the Permits shall be met.

This Work must be completed according to the Contract Documents within the Contract Time and within compliance with the conditions of Federal, State, and local Permits. The Contractor is solely responsible for all construction means, methods, techniques, procedures, layouts, and the sequencing of the Work except as set forth in the Technical Specifications.

**SP-2 EXAMINATION OF DOCUMENTS:** The bidding Contractor is instructed to carefully examine the Bid Package, Request for Bids, Instructions to Bidders, General Conditions, Special Provisions, Technical Specifications, Insurance Requirements, Permit Fees, Maintenance of Traffic Policy, Contract Plans, and all other related Bid Documents, including all modifications thereof, incorporated in the bid package.

**SP-3 NOTICE TO PROCEED/DELIVERY:** A Pre-Construction Conference will be held, at which time a Notice to Proceed date will be established. The Notice to Proceed shall state the mutually agreed upon date on which it is expected that the Contractor will begin the construction and from which date the Contract Time will start. No Work under the Contract shall commence until after the Notice to Proceed/Purchase Order has been issued.

**SP-4 DEFINITIONS:**

1. Completed and Accepted: The County shall be the sole judge of when the Work associated with a Pay Item is Completed and Accepted. When all activities described in the Technical Specifications for a Pay Item are satisfactorily completed, the County will judge if the Work is completed and accepted.
2. Construction Plans/Contract Plans: The drawings, or reproductions thereof, which show locations, character, dimensions and details of the Work to be done.
3. Department: Any reference to the Department shall mean Lee County.
4. Controlling Work Items: Those Work items that are directly interrelated such that it has a definite influence on progress of the overall Work.
5. Engineer of Record: The Professional Engineer or Engineering Firm registered in the State of Florida that is contracted with the County, who develops criteria and concept for the Project, performs the analysis and is responsible for the preparation of the Contract Plans and Technical Specifications.
6. Inspector: An authorized representative of the County, assigned to make official inspections of the materials furnished and of the Work performed by the Contractor.
7. Easement: The legal right to use another's land for a specific purpose.
8. Special Provisions: Specific clauses setting forth conditions varying from or addition to General Provisions.
9. Substantial Completion: Is the stage in the progress of Work when the Work is sufficiently complete in accordance with the Contract Documents so the owner can occupy or utilize the Work for its intended use. The County shall determine the date for the Notice of Substantial Completion and shall issue a notice.

10. Final Acceptance: The Work on the Project which has been inspected by authorized representatives of the County and is hereby declared to be completed in accordance with the Contract Documents. The completion date is the date of all warranties and guaranties required by the Contract Documents.

11. Work Area: An area established by the County where all of the Contractor's Work shall take place.

**SP-5 EQUIPMENT:** The Contractor shall only use equipment, machines, or a combination of machines that are in good and safe working condition. The equipment shall produce results that meet or exceed the Technical Specifications. Equipment incapable of providing this will not be acceptable for use on this Contract. The Contractor shall not use equipment which is unsafe or is in need of repair. Work completed with equipment which is not properly functioning shall be deemed unacceptable.

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 Technical Specifications and the plant shall be subject to access by the County at all times. The plant and equipment shall be listed on the Bid Form "Plant and Equipment Schedule" and submitted by the Contractor with their Bid. The plant listed on the "Plant and Equipment Schedule" is the minimum which the Contractor agrees to place on the job unless otherwise determined by the County and its listing thereon is not to be construed as an agreement on the part of the County that adequate for the performance of the Work. No reduction in the capacity of the plant and equipment 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 the Contract Documents apply.

All hauling and excavating equipment used on this Work shall be equipped with satisfactory mufflers or other noise abatement devices. The Contractor shall conduct their operations so as to comply with all Federal, State, and local laws pertaining to noise. In order that radio communication may be made with passing vessels, all vessels engaged in Work under this Contract shall monitor very high frequency (VHF) Channel 16 at all times.

**SP-6 CONTRACT TIME:** Work is defined as initiating mobilization and preparation of the required submittals. The Contractor shall use no more than **212 calendar days** for Substantial Completion and **15 calendar days** for Final Completion from the date specified in the Notice to Proceed. This is the Contract Time, to complete all phases of this Project. The Contract Time shall include the preparation, submittal, review and approval of submittals, delivery of materials, construction, assembly, adjustment and placement into service for beneficial use of all facilities covered under this Contract. The Contract Time also includes up to four (4) working days for the review of submittals by the County. The Contract Time shall be extended by one (1) calendar day for each calendar day over four (4) working days used by the County for review of submittals. There shall be no extension of time provided for modification and corrections to the submittals to address deficiencies therein identified during the review by the County.

**SP-7 PRE-CONSTRUCTION CONFERENCE:** Prior to commencing Work, a Pre-Construction Conference will be held, at which time a mutually agreeable first day of Work will be determined. The following documents shall be submitted to the County seven (7) working days prior to this meeting:

1. Contractor Employee Telephone List specifying the name, e-mail, phone number of all personnel who will be working within the Work Zone including Subcontractors or suppliers. The Contractor Employee Telephone List will be revised and updated as necessary. The Contractor shall remove crew members not on the list when so directed by the County Inspector. At any time, the County Inspector can require a valid Florida Driver's license or picture identification acceptable to the County from any Contractor crew member.
2. Project list with a description of the Work each Subcontractor will perform. This list shall also include a description and percentage of the Work each Subcontractor will perform. The telephone list shall also include emergency telephone numbers. The Contractor shall include a 24-hour emergency contact telephone number for the County's use, which the Contractor shall update as necessary, throughout the Work. The Contractor shall request in writing, changes in Subcontractors or suppliers. No change in Subcontractors or suppliers shall be made without written consent from the County.
3. Schedule of Values and Schedule of Progress Payments.
4. Construction Schedule prepared using Microsoft Project® or other County approved software.

5. Detailed Work Plan.
6. Source of all materials to be used. The Contractor shall not change these sources without written consent from the County.
7. List of plant and equipment the Contractor proposes to utilize.
8. Maintenance of Traffic plan in accordance with the most current County Policy.
9. Turbidity monitoring personnel qualifications and scope of work/methods (pre-commencement condition of Permits).
10. Construction access and staging area usage and restoration plans.
11. Pipeline Corridor usage plan.
12. Borrow Area cut sequence, anchoring plan, and turbidity control methods.
13. Noncompliant contingency plan for removal and disposal of non-compatible beach fill.
14. Endangered species protection plans and observer qualifications.
15. Shorebird non-injurious deterrent plan and personnel qualifications.
16. Environmental protection and pollution control plan.
17. Protection of existing structures plan.
18. Survey control, layout and stakeout plan.
19. Health and Safety plan.
20. Methods for accounting for all grade stakes and control markers to ensure their removal prior to completion of Work.
21. Quality Assurance/Quality Control plan.
22. Specific methods and positioning equipment for monitoring and recording the dredge location and cutterhead or dragarm elevation.
23. Hurricane and Severe Storm plan.
24. Copies of Daily Progress Report forms.

No work shall start until all submittals have been accepted by the County. Once approved, no change will be allowed without the written approval of the County. The Contractor shall also provide, on a monthly basis, an update to the Construction Schedule reflecting changes made as a result of weather, breakdowns, and unanticipated delays. The proposed production schedule shall be submitted a minimum of one (1) week prior to submitting the monthly invoices.

**SP-8 LIQUIDATED DAMAGES:** The Work shall be completed 195 calendar days from the date specified in the Notice to Proceed. This is the Contract Time. The Contract Time shall include the preparation, submittal, review and approval of submittals, delivery of components and materials, construction, erection, assembly, adjustment and placement into service for beneficial use of all facilities covered under this Contract.

The County shall issue a Notice of Substantial Completion to the Contractor when it has determined that the Work identified in the Contract has been substantially completed and that the facility is operating satisfactorily. The County shall provide the Contractor with a punch list within three (3) working days after the Notice of Substantial Completion is issued. The punch list will identify the remaining items that must be addressed to the satisfaction of the County by the Contractor to meet their obligations under the Contract. The Contractor shall complete the items on the punch list to the satisfaction of the County within 14 additional calendar days of the issuance of the Final Punch List or Notice of Substantial Completion whichever is

later and prior to submittal of the application for final payment. Any costs incurred by the County (i.e. inspection time) after this period shall be charged to the Contractor.

The County and the Contractor hereby agree that time is of the essence on this Contract and the County will suffer damages if the Work is not substantially completed within the Contract Time, plus any extensions thereof allowed by Change Order. It is further recognized and agreed by the County and the Contractor that the determination of the exact value of the damages the County would suffer due to a delay in the Substantial Completion of the Work would be a difficult, time consuming and costly process. It is therefore, hereby agreed by the County and the Contractor, that it is in their mutual interest to establish a figure of \$2,767 as Liquidated Damages (but not as a penalty) to be paid by the Contractor to the County, for each calendar day that Substantial Completion is delayed beyond the Contract Time. It is mutually agreed by the County and the Contractor that neither shall make any claim to increase or reduce the amount to be paid under Liquidated Damages as the result of any calculation of actual damages suffered by County as the result of a delay in the Substantial Completion of the Work. The County reserves the right to withhold the total amount of the liquidated damages from any payment should the total amount of the liquidated damages exceed the amount of the retainage at any time.

**SP-9 PROGRESS MEETINGS:** The Contractor shall designate a representative to attend periodic Progress Meetings held at a mutually agreed upon location and at a minimum monthly. The Contractor shall submit at each meeting revised schedule information, projected schedule for the next week, written claims for additional compensation, claims for rain days to extend the Contract, results of all testing, and Value Engineering Proposals. The Contractor shall prepare and distribute meeting minutes to all attendees. The Contractor shall record all meetings minutes and supply to the County. The County will use the updated schedule information to monitor the Contractor's production rate. Upon written notice from the County, the Contractor shall dedicate additional resources to increase the productivity rate such that the Contractor will be back on schedule. Failure to comply with the approved Construction Schedule shall result in the Contractor being considered in default and subject to suspension of this Contract.

**SP-10 VALUE ENGINEERING PROPOSAL:** The awarded Contractor may offer Value Engineering Proposals (VEP) for completing Work different than specified in this Contract. The County will review and provide written comments to each VEP provided by the Contractor. Value Engineering Proposals accepted by the County will be implemented with the Contractor receiving a 50% share of any cost savings. The Contractor shall not be compensated for the preparation of a VEP.

**SP-11 COORDINATION WITH UTILITIES:** Pursuant to Chapter 556, F.S., the Contractor shall contact Sunshine 811 a minimum of two full business days prior to commencement of Work. The Contractor shall notify all utility owners affected by the construction prior to beginning Work. The Contractor shall provide the County with proof of such contacts and notifications. Any expense of utility repair or other damage due to Contractor's operations shall be borne by the Contractor. Protection of utilities, and the like, shall be the responsibility of the Contractor who shall provide adequate protection to maintain proper service. The Contractor shall include, within the line-item bid prices specified in the Technical Specifications, the costs to protect and/or support all utilities, which may be in conflict with the construction of the Project. The Contract Documents require the Contractor to coordinate with utilities. The Contractor shall be responsible for notifying the utilities, sequencing the Work to minimize conflicts with the utilities, and making necessary field adjustments to accommodate the utilities.

**SP-12 FACILITIES:** The Contractor shall make his own investigation of available roads, waterways, or other means of conveyance for transportation; load limits for bridges, barges, and roads; or waterside conditions affecting the transportation of all equipment to the Project area. The responsibility shall be upon the Contractor to provide and maintain, at the Contractor's expense, an adequate supply of water for use during construction, and to install and maintain necessary supply connections and piping for same. The Contractor shall also supply any necessary portable sanitary facilities, but only at such locations and in such manner as may be approved by the County, at the Contractor's expense. Before final acceptance, temporary connection and piping installed by the Contractor shall be removed in a manner satisfactory to the County. All electric current required to perform the Work shall be furnished at the Contractor's expense. All temporary lines will be furnished, installed, connected, and maintained by the Contractor in a workmanlike manner satisfactory to the County and shall be removed by the Contractor in like manner prior to completion of the construction at the Contractor's expense.

**SP-13 HEALTH AND SAFETY PLAN:** The Contractor shall develop and maintain a written Health and Safety Plan which allows the Work to be performed in compliance with all applicable laws, ordinances, rules, and regulations of any government agency having jurisdiction over the safety of personnel or property. This includes maintaining compliance with the Code of Federal Regulations, Title 29, Occupational Safety and Health Administration, all applicable Health and Safety Provisions of the State of Florida, and all applicable Health and Safety Provisions of EM 385-1-1 (2003) U.S. Army Corps of Engineers (USACE) Safety and Health Requirements Manual. The Contractor shall conduct a daily health and safety

inspection program to assure that the requirements of the Health and Safety Plan are being fulfilled. Inspections shall include the nature of deficiencies observed, corrective action taken or to be taken, location of inspection, date, and signature of the person responsible for its contents. The results of the inspections shall be recorded on the Daily Progress Reports and kept at the Work Area at all times. The County is not responsible for the adequacy of the Contractor's Health and Safety Plan.

**SP-14 PERMITS:** The USACE Permit and Permit Modification; State of Florida Department of Environmental Protection (FDEP) Permit and Permit Modifications along with the Sediment Quality Assurance/Quality Control Plan and Variance; Lovers Key State Park Use Agreement; Bureau of Ocean Energy Management Non-competitive Negotiated Agreement U.S. Fish and Wildlife Service Biological Opinions; and National Marine Fisheries Service Consultation and Biological Opinions are included in the Contract Documents. .

Prior to commencement of the work, the Contractor shall submit to the County written acknowledgment of the Permits, accepting full responsibility for compliance with these Permits and all stipulations attached, for all work performed by the Contractor. The Contractor is responsible for obtaining all permits not attached to this Contract necessary to complete the Work described on the Contact Plans and in the Technical Specifications. All Work performed will be in accordance with the Permits.

The Contractor shall immediately notify the County in writing of any observed non-compliance with the aforementioned Permits as well as Federal, State, or local laws or regulations applicable to the Work. The Contractor shall, after such notice, immediately inform the County of proposed corrective action and take such action as may be approved. If the Contractor fails or refuses to comply promptly, or fails to submit reports timely, the County 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 Contract 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. If the Contractor performs any Work contrary to such laws, ordinances, rules, and regulations as they pertain to the Permits, they shall bear all costs arising therefrom.

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.

The Contractor, by accepting these Permits, specifically agrees to allow authorized agency personnel with proper identification and at reasonable times, access to the Work Area for the purpose of ascertaining compliance with the terms of the Permits and to have access to copies of any records that must be kept under conditions of the Permits; to inspect the facility, equipment, practices, or operations regulated or required under the Permits; and to sample or monitor any substances or parameters at any location reasonably necessary to assure compliance with the Permits. Reasonable time may depend on the nature of the concern being investigated.

**SP-15 DAMAGES:** Areas adjacent to the Work Area that are damaged shall be repaired at the Contractor's expense. Restoration of adjoining areas shall be equal to or better than original condition and to the satisfaction of the County. A Pre-Construction video shall be recorded by the Contractor and provided to the County prior to any Work starting.

Preservation of property shall include any items (i.e., fencing, landscaping) within the limits of construction that must be removed or relocated during construction will be replaced undamaged and not within the County Right-of-Way prior to final payment. Any items damaged will be replaced at the Contractor's expense.

Protection of personal property, utilities, structures, docks, seawalls, revetments, sand bags, mailboxes, sprinkler systems, conduits, trees, shrubs, dune vegetation, and the like, shall be the responsibility of the Contractor who shall provide adequate protection to maintain proper service.

Once the Notice to Proceed has been issued, it shall be the responsibility of the Contractor to maintain the existing and proposed improvements until the County issues final acceptance. This includes, but is not limited to maintenance of existing facilities and maintaining the Right-of-Way in accordance with County regulations, as well as the maintenance and repair of any new improvements damaged before final acceptance by the County.

The Contractor will be responsible for the restoration of any damages caused by unpermitted, unapproved, and/or careless operation during construction. Restoration activities are subject to review and approval by the County and regulatory agencies. All restoration activities shall be at the expense of the Contractor and will be performed at the discretion and direction of the County. The Contractor will be required to compensate the County for any costs, fines or other expenses

incurred by the County related to Permit violations. Compensation will be in the form of a deduction from any payment due or to become due to the Contractor or may be recovered under the Contractor's bond.

**SP-16 CONTINUOUS PROSECUTION OF WORK:** Upon commencement of the Work, the operation must be continuously prosecuted to its completion. The Contractor shall not interrupt Work unless the County provides written authorization to suspend the Work. Once the Contract has commenced, the Contractor shall not suspend Work from the Project for more than one (1) week (seven (7) calendar days) time period without written approval from the County.

**SP-17 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% for each separate Bid Item, whether due to site conditions in the Work Area as determined by a pre-construction survey, or at the discretion of the County, as set forth in the Contract Documents, an equitable adjustment in the Contract Unit Price may be made upon demand of either party. The equitable adjustment 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.

**SP-18 MONTHLY ESTIMATES:** As the construction Work progresses, each month the Contractor will be paid the total value of the Work completed and accepted during the preceding month, less retainage as specified in the Contract Documents. The County's computations shall be the basis for monthly estimates and final payment. The invoice shall be in strict conformance with a form acceptable to the County and submitted at the same time as the monthly estimate. Payment approvals will be subject to the procedures established by the County. Upon completion of the Work and at the satisfaction of the County, final payment of the completed items, including punch list items and all retention, less all previous payments and charges, shall be made to the Contractor. This Contract will not provide for fuel or other payment adjustments due to increase in material costs during the life of the Contract. No payment will be made for stored items.

**SP-19 PRIVATE PROPERTY:** The Contractor shall not occupy private land outside of any easements, permanent or temporary Right-of-Way unless written authorization has been signed by the property owner. Prior to the use of private lands, the Contractor shall submit a copy of the approval from the County to use the private property for stockpiling of construction equipment and material as well as a written agreement(s) between the Contractor and landowners, to the County. 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 submittals to the County, the County will direct the Contractor in writing to immediately cease using such property. The County furthermore reserves the right to cause all Work to stop until the proper submittals are received by the County or the property is returned to its pre-existing condition and the use has halted.

The written agreement shall contain the lot legal description and street address and the names, addresses, and telephone numbers for both the legal property 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. This includes restoring to the previous grades, sodding all barren areas and provisions and assurances for watering. The format of the written agreement shall be preapproved by the County. The agreement shall include a hold harmless provision and name "Lee County, a political subdivisions of the State of Florida and its officers, employees, agents, representatives, and volunteers" as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor.

Prior to application for final payment, the Contractor shall provide documentation from the property owner of each piece of private property for which an agreement for use was provided, or for which the County has issued written notification to the Contractor, that each property owner is satisfied with the manner in which the Contractor has restored the property. Documentation of final closeout of Contractor obtained permits will be required. Final payment or reduction in retainage shall not be paid until such documentation is received by the County.

**SP-20 SUBCONTRACTING REQUIREMENTS:** The Contractor may sublet portions of the Work, but shall perform with their own organization not less than 60% of the total Contract Work scheduled.

**SP-21 TIME OF OPERATIONS:** The Contractor is allowed to conduct dredge and disposal operations 24 hours per day, including Saturdays and Sundays but excluding County recognized Holidays, at Contractor's discretion, provided that Contractor complies with all applicable labor laws. The Contractor may request County approval to work Holidays. Approval of such request is at the County's discretion.

**SP-22 SEQUENCING OF WORK:** In general, the Sequence of Work shall be as follows. Any changes in the order of Work shall be approved by the County prior to initiation of the specific Work activity. Work on Bonita Beach is subject to the Environmental Window described in the Technical Specifications.

1. Mobilization
2. Work Plan Submittal, Review and Obtain Approval
3. Fill Area, Construction Access, and Staging Area Preparation
4. Sediment Pipeline Installation
5. Dredging and Placement of Fill
6. Sediment Pipeline Removal
7. Beach Tilling, Dressing, and Final Cleanup
8. Construction Access and Staging Area Restoration
9. Demobilization.

**SP-23 SUBMITTALS**

A. NOTICE OF INTENT TO DREDGE – Prior to commencement of Work, the Contractor shall notify the U.S. Coast Guard (USCG) via electronic submittal or at the address below, of their intended operations to dredge and request that it be published in the Local Notice to Mariners. This notification must be given in sufficient time so that it appears in the Notice to Mariners at least seven (7) calendar days prior to the commencement of this dredging operation. A copy of the notification shall be provided to the County. USCG Address: CCGD 7 (oan), Brickell Plaza, 909 S.E. First Avenue, Miami, Florida 33131, (305) 536-5621.

B. HOPPER DREDGING – The Contractor shall notify the Sea Turtle Stranding and Salvage Network (STSSN) Coordinator via e-mail at [Allen.Foley@myfwc.com](mailto:Allen.Foley@myfwc.com) and [SeaTurtleStranding@myfwc.com](mailto:SeaTurtleStranding@myfwc.com) of the startup and completion of hopper dredging operations. A copy of the notification shall be provided to the County.

C. MONTHLY REPORT OF OPERATIONS – In addition to the Daily Progress Reports required under the Special Provisions, the Contractor shall prepare and submit a Monthly Report of Operations for each month's Work to the County. The monthly report shall be submitted on or before the 7<sup>th</sup> of each month, consolidating the previous month's Work. Upon completion of the job, the Contractor shall submit a consolidated job report, combining the monthly reports. The Contractor shall distribute one (1) copy of each report to the County. Information required in these reports shall include production volumes, rates, and totals; dredge progress and Work Area completion; summary of downtime and reasons; summary of accessory Work completed; summary of compliance with environmental protection measures; and summary of any Permit violations and corrective measures taken to address same.

**SP-24 DIFFERING SITE CONDITIONS:** The Contractor shall within 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 Project 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. 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 provision 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.

No request by the Contractor for an equitable adjustment to the Contract under this provision shall be allowed, unless the Contractor has given the written notice required. 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. 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-25 ENGINEER'S APPROVAL OF WORK:** By approving any payment, the Engineer shall not thereby be deemed to have represented that they made exhaustive or continuous on-site inspection to check the quality or the quantity of the Work, or that they have reviewed the means, methods and techniques, sequences, and procedures of construction, or that they have made any examination to ascertain how or for what purpose the Contractor has used the money paid or to be

paid to them on account of the Contract price. The Engineer may have a representative on site at different times to observe operations of the Contractor. The presence of the Engineer or their designated representative shall not relieve the Contractor of responsibility for the proper execution of the Work in accordance with the Contract Plans, Technical Specifications or Permits applicable to the Work.

**SP-26 CONTRACTOR'S RESPONSIBILITY AND DAILY PROGRESS REPORTS:** 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 operations. 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. No Work shall commence until the Contractor's quality control program is approved by the County. If, during the Work process, the quality control program is deemed by the County to be inadequate, the County 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.

The Contractor shall establish and maintain quality control for operations under this section to assure compliance with the Contract Documents and maintain records of this quality control for materials, equipment, and construction operations. The Contractor and quality control personnel shall attend one (1) Pre-Construction Conference with the County, one (1) pre-construction meeting with the Permit agencies, and periodic progress meetings with the County. The Contractor shall conduct the following reviews. A copy of these records, as well as results of corrective action taken, shall be furnished to the County.

- A. PREPARATORY REVIEW – To be conducted by the Contractor prior to commencing Work
  - 1. Check location and conditions of the dredge, beach fills, and Work Areas.
  - 2. Present plan of action for dredging and filling the beaches.
  - 3. See that all plant and equipment are approved and is in satisfactory working condition.
  - 4. Check safety requirements and, particularly, public safety.
  - 5. Check the Work Area for structures that could be susceptible to damage or which would have further damage caused by the Contractor's activity. The Contractor shall videotape the structures to document their pre-construction conditions. A copy of the video shall be furnished to the County.
  - 6. Gain Permits/permission from the USCG and other agencies for marking and placement of aids and markers and inclusion in the Local Notice to Mariners.
  
- B. INITIAL REVIEW – To be conducted by the Contractor after a representative sample of Work is complete
  - 1. Check for proper lines, grades, slopes, alignment, and elevations.
  - 2. Check finished area for proper dressing and elimination of ruts, humps, and depressions.
  - 3. Check any structures in the Work Area for damage by Contractor's equipment.
  
- C. FOLLOW-UP REVIEWS – To be conducted by the Contractor daily to assure compliance with results of initial review
  - 1. Check items mentioned in preparatory and initial review.
  - 2. Damage or defects.
  
- D. BUOY, ANCHOR, MARKER, GRADE STAKE, AND SIGN INVENTORY – The Contractor shall inventory all anchors, buoys, buoy cables, markers, grade stakes, and signs deployed in the prosecution of the Work in a manner acceptable to the County. The Contractor shall use this information to account for and recover these items upon completion of the Work.

The Contractor shall submit Daily Progress Reports to the County by 1 p.m. on the following day.

In the event that the environmental monitoring reveals a violation of standards set forth in the Permits and Contract Documents, the Contractor shall describe the violation in the Daily Progress Report and notify the County immediately upon detection of the violation.

**SP-27 SURVEYS:** The County shall conduct surveys as are necessary to determine the quantities of Work performed or placed including pre-construction, post-construction, and acceptance surveys. All surveys, data reduction, and data presentations shall be conducted in accordance with the State of Florida requirements for topographic and hydrographic



surveys. The Contractor shall attend each survey and sign off on the survey that they have witnessed the survey. If the Contractor chooses not to attend the survey, such choice shall be construed as acceptance of the survey.

Unless otherwise noted in the Technical Specifications, surveys shall be taken at 100-foot intervals along the beach fill acceptance sections. Unless otherwise specified in the Technical Specifications, each beach fill acceptance section shall be 1,000 feet.

Pre-construction surveys shall be conducted by the County prior to commencement of each Beach Fill. The County shall contact the Contractor forty-eight (48) hours prior to said commencement indicating the date and time the survey will occur. The pre-construction beach profiles are the basis of comparison for computing completed Work for payment. Post-construction beach profiles shall be measured upon completion of each beach fill acceptance section.

The County shall provide the Contractor with drawings in plan and cross-section views utilizing the survey baselines shown on the Contract Plans as reference for plotting the drawings. All cross-sections shall include the data and the identifying baseline station number. 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 (NAD 83). The geoid is Geoid 2018. Locations of the cross-sections shall be shown on the plan view drawings.

**SP-28 LAYOUT OF THE WORK:** Horizontal and vertical control data for the Work are shown on the Contract Plans. From the control data, the Contractor shall layout the Work and 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 Technical Specifications or on the Contract Plans, subject to such modifications as the County may require to meet changed conditions or as a result of necessary modifications to the Contract Work.

The Contractor shall furnish, at their own expense, such stakes, templates, platforms, equipment, tools and material, and all labor as may be required to layout any part 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 County until authorized to remove them, and if such marks are destroyed by the Contractor or through the Contractor's negligence, prior to their authorized removal, they may be replaced by the County at its discretion, and the expense of replacement will be deducted from any amounts due or to become due the Contractor. The County may require that Work be suspended at any time when location and limit marks established by the Contractor are not reasonably adequate to permit checking of the Work.

**SP-29 ACCESS TO WORK:** The Contractor shall provide access for the County to and from the dredge and other floating equipment on call for the purpose of observing construction activities and environmental monitoring tests. The 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 the cost thereof will be deducted from any amounts due or to become due to the Contractor.

**SP-30 PHYSICAL DATA:** The Project site is located on the West Coast of Florida. 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. The following publications, which include information on waves, winds, and tides, are available from the named agencies.

1. 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.
2. Hubertz, J.M., 1992: User's Guide to the Wave Information Studies (WIS) Wave Model, Version 2.0. WIS Report 27(AD A254 313), U.S. Army Corps of Engineers Waterways Experiment Station, Vicksburg, MS.
3. 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.

4. 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-31 SALVAGED EQUIPMENT AND MATERIALS:** Salvaged materials, equipment or supplies are the property of the County, and shall be cleaned and stored as directed by the County. Should the County choose not to accept these materials, they shall be removed from the Work Area as soon as practical by the Contractor. The Contractor shall dispose of surplus excavated materials, which are not accepted by the County, in accordance with Federal, State, and local laws in a legal manner at no additional cost to the County.

**SP-32 HISTORIC AND ARCHEOLOGICAL RESOURCES:** If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, shipwreck remains or anchors, dugout canoes or other physical remains that could be associated with Native American cultures, or early Colonial or American settlement are encountered at any time within the Project area, the Contractor shall cease all activities involving subsurface disturbance in the immediate vicinity of such discoveries and immediately notify the County; Florida Department of State, Division of Historical Resources, Compliance and Review Section at (850)245-6333 or (800)847-7278; the FDEP JCP Compliance Office by email at [JCPCompliance@dep.state.fl.us](mailto:JCPCompliance@dep.state.fl.us); the USACE Enforcement at [SAJ-RD-Enforcement@usace.army.mil](mailto:SAJ-RD-Enforcement@usace.army.mil); and the Regional Supervisor, Resource Evaluation, Bureau of Ocean Energy Management (BOEM), Gulf of Mexico OCS Region at (504)736-2411 and electronically to the designated BOEM Gulf of Mexico, OCS Region, Marine Minerals Program Point of Contact. Construction activities shall not resume without verbal and/or written authorization from the Division of Historical Resources. In the event that unmarked human remains are encountered during permitted activities, all Work shall stop immediately and the Contractor shall notify the County and the proper authorities in accordance with Section 872.05, F.S.

**SP-33 MISPLACED MATERIALS:** Should the Contractor, during the progress of the Work, lose, dump, throw overboard, sink, or misplace any material, plant, or equipment, which in the opinion of the County may be dangerous to, or obstruct navigation, the Contractor shall recover and remove the same with the utmost dispatch. The Contractor shall give immediate notice, with description and location of such misplaced materials, to the USCG (Seventh Coast Guard District, Miami, Florida) and County; and when required, mark or buoy such misplaced materials until the same are removed. The Contractor will be responsible for restoring unauthorized disposal areas to pre-construction conditions at the Contractor's expense. In the event of refusal, neglect, or delay in compliance with the above requirements, such misplaced materials may be removed by the County, and the cost of such removal may be deducted from any payment due or to become due to the Contractor or may be recovered under the Contractor's bond.

**SP-34 OBSTRUCTION OF WATERWAYS:** 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 channels and adjacent waterways. Upon completion of the Work, the Contractor shall promptly remove their plant, including ranges, buoys, piles, and other marks placed by the Contractor under the Contract in navigable waters or onshore.

**SP-35 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). 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 Command or Restricted in Their Ability to Maneuver.

**SP-36 ENCOUNTER OF ORDNANCE:** If any ordnance is encountered while conducting dredging activities, the Contractor shall report the discovery immediately to the County.

**SP-37 MINIMUM BIDDER QUALIFICATIONS REQUIREMENTS:** The minimum qualifications the Bidder is required to meet in order to be considered for award or evaluation includes the following.

The Bidder shall provide the following information with their Bid Form. Only the experience that can be verified by the COUNTY will count. The Bidder must provide clear information with updated names and telephone numbers of references that can provide verification on the Reference Form. Experience that cannot be verified will not be considered in the evaluation. Attach additional pages as necessary.

**A. PROJECT EXPERIENCE**

The Bidder shall provide details that demonstrate the successful completion of at least three (3) offshore dredging/beach fill projects similar in nature to the scope of work related to this solicitation within the past 7 years. Specifically dredging within the influence of waves and tidal currents with transport over long distances in ocean environments. For each of the projects, the Bidder must include a statement of the actual amount of work executed by the Bidder'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 employees)
- e. Start date and finish of each project
- f. Summary of work performed
- g. Permit type required for work [e.g., Joint Coastal Permit]

**B. PROJECT MANAGER**

The Bidder shall provide details that demonstrate their Project Manager assigned to this Project has overseen the successful completion of at least three (3) offshore dredging/beach fill projects similar in nature to the scope of work related to this solicitation within the past 7 years. Specifically dredging within the influence of waves and tidal currents with transport over long distances in ocean environments. List the projects in a tabulation form with the following information:

- a. Project Name
- b. Owner
- c. References (ensure references are accurate, verifiable and knowledge of the project)
- d. Costs (actual amount performed by actual contractor's employees)
- e. Start date and finish of each project
- f. Summary of work performed
- g. Location by State, County or City, and waterbody

**C. SUPERINTENDENT EXPERIENCE**

The Bidder shall provide details that demonstrate their Construction Superintendent assigned to this Project has overseen the successful completion of at least three (3) offshore dredging/beach fill projects similar in nature to the scope of work related to this solicitation within the past 7 years. Specifically dredging within the influence of waves and tidal currents with transport over long distances in ocean environments. List the projects in a tabulation form with the following information:

- a. Project Name
- b. Owner
- c. References (ensure references are accurate, verifiable and knowledge of the project)
- d. Costs (actual amount performed by actual contractor's employees)
- e. Start date and finish of each project
- f. Summary of work performed
- g. Location by State, County or City, and waterbody

**D. REQUIREMENTS**

The Bidder must demonstrate their plant and equipment has the capacity to accomplish the Work within the Contract Time. The Bidder must provide evidence of their ability and past experience to pump medium to coarse grain sediment (minimum d50 of 0.35mm) through dredge pipelines over long distances (greater than 6 miles) and achieve production rates of 200,000 cubic yards per month. The Bidder must self-perform a minimum of 60% of the Work.