

## **Supplementary General Conditions**

### **Whiskey Creek MSTBU Entrance Channel Dredging Project**

December 2024

These Supplementary General Conditions supplement the Lee County Construction Contract General Conditions as indicated herein. All provisions, which are not so supplemented, remain in full force and effect.

#### **SGC-1 Preliminary Matters**

1.1 Prior to commencement of construction, a Pre-Construction Conference will be held. The CONTRACTOR, CONSULTANT, OWNER, and others as necessary depending upon permit requirement will be in attendance. The CONTRACTOR'S designated superintendent must be present at the pre-construction meeting. The CONTRACTOR will submit to the CONSULTANT, for the OWNER'S approval, an Operations Plan which will describe in detail, as a minimum, the CONTRACTOR'S proposed:

1. Order of Work
2. Proposed declared methodology of execution of work.
3. Vessels and heavy equipment to be used.
4. Number of and qualifications of personnel to be used during construction.
5. Specific methods to be used in establishing horizontal and vertical control and for staking out the Work

1.2 The work consists of furnishing all labor, materials, and equipment, and performing all tasks necessary for the CONTRACTOR to dredge the Whiskey Creek Entrance Channel as depicted by plan view and cross section. This will consist of dredging approximately 2,100 cubic yards of material.

1.3 The order of Work will generally be: Application for construction permits from Lee County, a pre-construction meeting, staking of the project alignment, installation of turbidity curtains, construction of material handling location if applicable, and execution of the work.

1.4 This Work must be completed according to the plans and these specifications within the time specified in the contract and within compliance with the conditions of the Florida Department of Environmental Protection (FDEP) exemption authorization and the federal authorization U.S. Army Corps of Engineers, and all local permits including permits as required from Lee County.

1.5 The CONTRACTOR is solely responsible for all construction means, methods, techniques, and procedures including the sequence of the work other than as specified under SGC-1.4.



## **SGC-2 Construction Documents**

2.1 Construction documents for Whiskey Creek Entrance Channel MSBU Maintenance Dredging Project include but are not limited to:

- Supplementary General Conditions SGC-1.0 through SGC-5.0
- Technical Specifications TS-1.0 through TS-6.0
- Hans Wilson & Associates, Inc. Construction Plans, **DATED December 2, 2024**  
(Included in the bid solicitation as *Bid Plans Only, Not For Construction*)
- Florida Department of Environmental Protection Authorization File No. 0397966-001 EE
- Florida Department of Environmental Protection Authorization File No. 0397966-003 EE
- Department of Army Corps of Engineers Authorization No. SAJ-2021-00311 (NWP-MAD)
- Department of Army Corps of Engineers Authorization No. SAJ-2021-00311 (NWP-SMW)
- Lee County Permits (to be obtained by the CONTRACTOR)

## **SGC-3 Project Access**

3.1 The construction site is the entrance channel on the Caloosahatchee River and into Whiskey Creek in Fort Myers, Florida. It is a tidally influenced body of water. The site is therefore exposed to weather conditions, which at times may include storms necessitating temporary suspension of marine construction operations. Additionally, there may be vessel traffic going in and out of the project area. The CONTRACTOR is responsible for being familiar with these conditions and to take them under consideration in the cost of the Work, and to take appropriate precautions to insure that partially completed work is not subject to displacement or damage due to natural site conditions or boat wakes. Should any such damage or displacement of partially completed work occur, the CONTRACTOR is responsible for repairing any such damage or displacement of partially completed Work at no additional cost to the OWNER.

3.2 A standard soils sieve analysis and % organics investigation of the subsurface conditions at the site has not been completed. This is a maintenance dredge for an area previously dredged to the grade as shown. The CONTRACTOR will perform any investigations that the CONTRACTOR deems necessary to determine the conditions of the substrate for the construction. Rock excavation is not anticipated and excluded from this project. On the rare chance that consolidated rock is encountered the CONTRACTOR will inform the CONSULTANT and will proceed with dredging excavating as much as practical to the top of rock.

3.4 Information and data furnished or referred to herein are for the CONTRACTOR'S information, however, it is expressly understood that the OWNER and the CONSULTANT will not be responsible for any interpretation or conclusion drawn there from by the CONTRACTOR. It is the CONTRACTOR'S responsibility, to be familiar with local conditions that may in any manner affect performance of the Work.

3.5 The CONTRACTOR will endeavor to maintain the smallest area of navigation disruption whenever possible.



#### **SGC-4 Contractor's Responsibility**

4.1 The CONTRACTOR will designate a competent superintendent to be on site, attend the pre-construction meetings, progress meetings, who will be responsible for seeing that the Work is in compliance with the contract documents and will be the primary contact person for field related issues.

4.2 All necessary agency permits will be made available to the selected CONTRACTOR. The CONTRACTOR will be required to secure the local construction permits as the CONTRACTOR of record. The CONTRACTOR will immediately notify the CONSULTANT in writing of any observed non-compliance with the aforementioned Federal, State or local laws or regulations. The CONTRACTOR, after giving such notice, will immediately inform the CONSULTANT of the proposed corrective action. The CONTRACTOR must get the action approved before continuing. If the CONTRACTOR fails or refuses to comply promptly, the OWNER, through the CONSULTANT, may notify the appropriate regulatory agencies and issue an order stopping all, or part, of the work until satisfactory corrective action has been taken. The CONTRACTOR will make no part of the time lost due to any such stop orders the subject of a claim for extension of time or for excess costs or damages. Any costs incurred by the OWNER as a result of such actions may be deducted from the Contract amount due the CONTRACTOR.

4.3 The CONTRACTOR will comply with all conditions of Federal, State and Local authorizations.

4.4 The site will be accessed by means and methods determined by the CONTRACTOR. Vessels deployed for the project will be kept in the construction area and can only be spudded in areas with no seagrasses or within marked navigational channels with appropriate vessel traffic control. The barge or vessels will have all navigational lights in place and operate according to federal standards. Ingress and egress of work personnel will be accommodated through a designated access location. At no time may structures create a navigational hazard.

4.5 The work is to be completed on the Caloosahatchee River, within the creek area, entrance channel, as shown on the plans.

4.6 Once the dredging has been completed, the CONTRACTOR will request a post-dredge inspection from the CONSULTANT. The CONSULTANT will have 10 business days from that notification to complete the inspection. The CONTRACTOR may demobilize at their risk. Should the post dredge survey reveal incomplete work, the CONTRACTOR will remobilize at their expense to complete the work. Any determination of completeness is not official until such time as the CONSULTANT has provided written confirmation of acceptance of work. As part of Substantial Completion of the Work, the CONSULTANT will transfer record information to a final Record Drawing plan set, and submit the drawings to the OWNER, along with a certification as to the accuracy and completeness of the drawings.



4.7 Special measures will be taken to prevent bilge water or effluent, chemicals, fuels, oils, greases, and bituminous materials from entering the water.

4.8 Disposal of any materials, wastes, effluent, trash, garbage, oil, grease, chemical, etc., in and adjacent to the project site will not be permitted. If any waste materials are dumped in unauthorized areas the CONTRACTOR will remove the material and restore the area to the original condition before being disturbed. If necessary, contaminated ground will be excavated, disposed of as directed by the CONSULTANT, and replaced with suitable fill material.

4.9 The CONTRACTOR will be directly responsible for any structures or property damaged as a result of his construction activities. It will be the responsibility of the CONTRACTOR to locate any submerged utilities that may be located within the limits of the proposed work. If any submerged utilities are damaged it will be the responsibility of the CONTRACTOR to repair them.

4.10 The CONTRACTOR will restore or replace, when and as directed by the CONSULTANT, any public or private property damaged by his work, equipment or employees, to a condition is at least equal to that existing immediately prior to the beginning of operation. To this end, the CONTRACTOR will do all necessary landscaping work, as required. Suitable materials, equipment and methods will be used for such restoration.

4.11 The CONTRACTOR will save and hold harmless the OWNER and the CONSULTANT for any damages incurred in the performance of his work. The cost for any damages incurred, and not repaired and/or paid for, by the CONTRACTOR, will be deducted from any money due, or to become due, to the CONTRACTOR.

4.12 Starting on the first day of work, and during its progress, all the work and the adjacent area will be clean of all rubbish, flotsam, and surplus materials; this will include all loose organic debris generated as a result of the work. Damages incurred during the work will be repaired so that the public will be inconvenienced as little as possible.

4.13 Where material or debris has washed or flowed into, or has been placed in water courses, or other areas as a result of the CONTRACTOR'S operations, such material or debris will be entirely removed and satisfactorily disposed of during the progress of the work, and all areas will be kept in a clean and neat condition.

4.14 The CONTRACTOR will comply with the provision of Chapters 253 and 403, Florida Statutes regarding control of air and water pollution and with all rules and regulations of the Department of Environmental Protection.

4.15 In order to ensure that manatees are not adversely affected by the construction activities as described in these specifications, the CONTRACTOR is required to strictly adhere to the United States Army Corps of Engineers 2011 Standard Manatee Conditions for In-Water Work which identifies specific requirements for the protection of Manatees. Those permits and permit conditions are a part of the contract documents.

4.16 The CONTRACTOR will conduct operations required for the construction of the facilities in such a manner as to prevent the disturbing of submerged lands outside of the designated



dredge and material handling areas. Incidental bottom scouring from equipment deployment / movement such that a visible turbidity plume is generated is forbidden and subject to the provisions of laws of the State of Florida.

**SGC-5 Owner, Consultant, Contractor**

5.1 Permit drawings will be used in conjunction with job specifications and site drawings. Consult these drawings for other details not shown on structural drawings. All dimensions and conditions must be verified in the field. Any discrepancies will be brought to the attention of the CONSULTANT before proceeding with the affected part of the work. All structures are designed to be self-supporting and stable after completion. It is the CONTRACTOR's responsibility to determine erection procedures and sequencing to ensure safety of the structure and its components during erection. This includes the addition of necessary shoring, sheeting, temporary bracing, guys, and/or tie downs.

5.2 The CONSULTANT, in consultation with the OWNER, will make decisions in writing on all claims of the CONTRACTOR and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents, within a reasonable time after presentation in writing to the CONSULTANT.

