

SUPPLEMENTAL SPECIFICATIONS
Caloosahatchee Creeks Preserve
East Park Trail Improvements
June 2024

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SS-1.0 Scope of Work

SS-1.1 The enclosed bid package consists of a trail improvements to the East River Loop Trail and the Live Oak Loop Trail, existing amenities at the Caloosahatchee Creeks Preserve-East. The East River Loop work is the base bid and there are two alternates for additional improvements to the Live Oak Loop Trail.

SS-1.2 The East River Loop Trail has proposed construction of two sections of raised wooden boardwalk along the northeast portion of the perimeter trail, along with placement of stabilized fill on ten additional berm depressions, known as East River Loop. The ten locations of stabilized fill will also feature concrete pipe installed at the low point of each depression to maintain potential stormwater discharge.

SS-1.3 The two alternates include (1) a Seating Enclave, and (2) an Access Ramp with an Observation Tower with Roof, with another alternate for additional sod.

SS-1.3 The CONTRACTOR is solely responsible for all construction means, methods, techniques, and procedures including the sequence of the work other than as specified under SS-3.0 Order of Work.

SS-2.0 Order of Work

SS-2.1 Upon receipt and review of the qualified bids, the OWNER shall issue a Notice of Intent to all responding CONTRACTORS identifying the intended CONTRACTOR for the construction. From that point, the intended CONTRACTOR shall have two weeks to provide the OWNER and ENGINEER a list of subcontractors and proof of all required insurances. Once submitted, the OWNER and ENGINEER shall have two weeks to review and approve the information.

SS-2.2 Upon approval of the intended CONTRACTOR's list of subcontractors and proof of all required insurances, the CONTRACTOR shall

then submit for the required Lee County Dock and Shoreline permits on behalf of the OWNER within two weeks of the issuance of the Notice to Proceed.

SS-2.3 The construction contract time is to commence within two weeks of the Lee County Dock and Permit Authorization(s) issuance. It is anticipated that the project shall be substantially complete within 240 days and final completion shall occur within 270 days of the commencement date.

SS-2.4 The order of construction work shall generally be: application for construction authorizations (Dock and Shoreline permits for boardwalk, seating enclave, observation tower with access and roof) from Lee County by the CONTRACTOR, preparation and submittal of Operation Plan to ENGINEER during pre-construction meeting, pre-construction meeting with the OWNER and the ENGINEER, installation of turbidity curtains, and execution of the construction work. The CONTRACTOR shall review with the OWNER and ENGINEER the order of work at the pre-construction meeting.

SS-3.0 Pre-Construction Meeting and Submittals

SS-3.1 After the Notice to Proceed is issued, and prior to commencement of construction, CONTRACTOR shall meet with ENGINEER, OWNER, and others as necessary depending upon the proposed method of construction. The CONTRACTOR'S designated superintendent, as required under SS-3.2, shall be present at the pre-construction meeting, and the CONTRACTOR shall submit to the ENGINEER, for the OWNER'S approval, an Operations Plan which shall describe in detail, as a minimum, the CONTRACTOR'S proposed:

1. Order of Work
2. Anticipated schedule
3. Equipment to be used
4. Number of, and qualifications of, personnel to be used during construction
5. Proposed turbidity controls
6. Specific methods to be used in establishing horizontal and vertical control and for staking out the Work
7. Subcontractors

SS-3.2 The CONTRACTOR shall designate a competent superintendent to be present at the pre-construction and on-site during construction who shall be responsible for seeing that the Work is in compliance with the contract documents.

SS-4.0 Layout of the Work

SS-4.1 It shall be the CONTRACTOR'S responsibility to ensure that the layout of the Work shall remain within the footprint of the proposed trail alignment and maintain compliance with the authorizations. The ENGINEER will supply a one-time stake out of the boardwalk locations, and will supply a benchmark at each of the berm depressions ahead of the CONTRACTOR. The CONTRACTOR shall furnish any additional such stakes, equipment, tools, and qualified personnel as may be required in detailing or complimenting the layout of the Work and for maintaining such staking as necessary for completion of the Work.

SS-5.0 Record Drawings

SS-5.1 During the course of construction, the CONTRACTOR shall record all information required to complete a set of Record Drawings. Information to be included on the Record Drawings shall be recorded on one working set of construction drawings during the course of the Work, and shall include dimensions and elevations. If field changes are made to modify the Work in any way, such field changes shall be documented on the Record Drawings by dimension, detail, and date. The working set of construction drawings shall be kept at the site and shall be available for review by the OWNER and the ENGINEER during the progress of the Work. Prior to Substantial Completion of the Work, the CONTRACTOR shall transfer the information to a final Project Record set of reproducible drawings, and submit the drawings to the OWNER through the ENGINEER, along with a certification as to the accuracy and completeness of the drawings.

SS-6.0 Site Conditions

SS-6.1 The construction site is located within the Caloosahatchee Creeks Preserve on the north side of the Caloosahatchee River just east of I-75. The site is exposed to weather conditions, which at times may include storms necessitating temporary suspension of construction operations. The work area is accessible by way of a paved park entrance road that becomes an unimproved off-road trail. The CONTRACTOR is responsible for being familiar with these conditions, to take them under consideration in the cost of the Work, and to take appropriate precautions to ensure that partially completed work is not subject to displacement or damage due to natural site conditions. 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.

SS-6.2 A soils investigation of the subsurface conditions at the site has not been completed. The CONTRACTOR shall perform any investigations that the CONTRACTOR deems necessary to determine the conditions of the substrate for the construction.

SS-6.3 Information and data furnished or referred to herein are for the CONTRACTOR'S information, however, it is expressly understood that the OWNER and the ENGINEER shall 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.

SS-7.0 Site Access

SS-7.1 The project site is located within the Caloosahatchee Creeks Preserve, a Lee County Conservation 2020 facility that is adjacent to the Caloosahatchee River and downstream of the Franklin Lock. There is no foreseeable need for water access for the project. The entrance to the property is via McSpadden Road off Bayshore Road (SR 78), 1-1/4 miles east of I-75.

SS-7.2 The OWNER will supply a designated upland access route and staging location within the park for the delivery and handling of material and supplies for the project as shown on sheet 1 of the Bid Plans. The CONTRACTOR may elect to secure an offsite alternative material staging location at their discretion and expense.

SS-7.3 Past experience on prior projects with off road access conditions indicates that truck traffic associated with inhaul of materials can create the need to trail stabilization. This can include but is not limited to placement of stone or roadway fill to stabilize the access route. Any method of stabilization is to be approved by the OWNER prior to initiation and will be done at the expense of the CONTRACTOR as part of the overall project work.

SS-7.4 Due to the existing site conditions travel all the way to and around the East River Loop Trail from SR 78 by full size dump trucks is at the CONTRACTOR's discretion. If the CONTRACTOR elects to transfer fill material from dump trucks into other to transport vehicles that have the ability to more easily travel the restricted path a transfer area will be designated just south of the public parking for the facility. CONTRACTOR will be responsible for stabilizing the path during the work and restoring to a condition equal to what is exists at the time of the start of the project. Due to restricted access any additional staging and storage areas deemed necessary by the CONTRACTOR shall be the responsibility of the CONTRACTOR.

SS-7.5 The CONTRACTOR will be allowed to restrict public access to the East River Loop Trail during all portions of construction to reduce the potential for pedestrian / vehicular conflict. Barriers and temporary signage noticing the public are to be considered a part of the Mobilization line item and will not be compensated otherwise.

SS-7.6 Hours of operation for "engine on" are to be 7:00am through 6:00pm, during weekdays. Saturdays will be considered if deemed necessary during the course of operations. Maintenance and other work activities not requiring motorized equipment can occur prior to 8:00am and after 6:00pm as needed.

SS-8.0 General

SS-8.1 The work is to be completed in The Caloosahatchee Creeks Preserve, East Park within the area shown on the plans. Material and debris storage beyond the designated Material delivery and transfer area is the responsibility of the CONTRACTOR.

SS-8.2 Disposal of any materials, wastes, effluent, trash, garbage, oil, grease, chemical, etc., in and adjacent to the project site shall not be permitted. It is the responsibility of the CONTRACTOR to make accommodations for the legal disposal of any waste materials generated. If any waste materials are dumped in the project areas the CONTRACTOR shall remove the material and restore the area to the original condition before being disturbed. If necessary, contaminated ground shall be excavated, disposed of as directed by the ENGINEER, and replaced with suitable fill material.

SS-8.4 Permit details shall be used in conjunction with specifications and construction plans. Consult these plans for other details not shown on permits. All dimensions and conditions must be verified in the field. Any discrepancies shall be brought to the attention of the ENGINEER in writing before proceeding with the affected part of the work.

SS-8.5 The ENGINEER, in consultation with the OWNER, shall 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 ENGINEER.

SS-8.6 The CONTRACTOR shall be directly responsible for any structures or property damaged as a result of his construction activities. This includes any damage to adjacent or neighboring structures or property as well.

SS-8.7 The CONTRACTOR shall restore or replace, when and as directed by the ENGINEER, any public or private property damaged by his work, equipment, or employees, to a condition at least equal to that existing immediately prior to the beginning of operation. To this end, the CONTRACTOR shall do all necessary landscaping restoration work, as required. Suitable materials, equipment and methods shall be used for such restoration.

SS-8.8 The CONTRACTOR shall save and hold harmless the OWNER and the ENGINEER 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, shall be deducted from any money due, or to become due, to the CONTRACTOR, or may be recovered under his bond.

SS-8.9 No underground utilities are anticipated at the project site; however, the CONTRACTOR is responsible for securing utility locating and protecting any underground utilities that may be present within the construction limits.

SS-9.0 Environmental Protection

SS-9.1 Starting on the first day of work, and during its progress, all the work and the adjacent area shall be clean of all rubbish and surplus materials. Damages incurred during the work shall be repaired so that the public shall be inconvenienced as little as possible.

SS-9.2 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 shall be entirely removed and satisfactorily disposed of during the progress of the work, and all areas shall be kept in a clean and neat condition.

SS-9.3 The CONTRACTOR shall 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.

SS-9.4 The CONTRACTOR shall comply with the water quality standards under section 401 of the Clean Water Act, 33 U.S.C. 1341.

SS-9.5 If the water quality within the project site ever exceeds State water quality standards, the CONTRACTOR shall follow Rule 62-302 of the Florida Administrative Code.

SS-10.0 Authorizations

SS-10.1 The CONTRACTOR will comply with all conditions of the SFWMD Environmental Resource Permit No. 36-108890-P, Application No. 220819-35635, Lee County Development Order #LDO2024-00062, and all necessary local Dock and Shoreline permits from Lee County. The ENGINEER will provide copies of the county Development Order and state authorizations. The work was deemed outside the jurisdiction of the Army Corps of Engineers at the time of application and there is no federal authorization required for the project. The CONTRACTOR is responsible for

obtaining all local authorizations (Dock and Shoreline Permit) prior to commencement of the work and for ensuring that the construction is compliant with all documents at all times.

SS-10.2 The CONTRACTOR shall immediately notify the ENGINEER in writing of any observed non-compliance with the laws or regulations. The CONTRACTOR, after giving such notice, shall immediately inform the ENGINEER 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 ENGINEER, 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 shall 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.