

SUPPLEMENTAL SPECIFICATIONS

SECTION 1 – GENERAL

1.01 SCOPE

These Supplemental Specifications modify or supplement the Contract Terms and Conditions and other provisions of the Contract Documents. To the extent such provisions are not modified or supplemented herein; all provisions remain in full force and effect.

1.02 SUMMARY OF WORK

The overall project includes construction of a new Biosolids Composting Facility and relocation of the existing Waste Tire Storage Facility. The work to be performed under this Contract includes, but is not limited to, selective demolition of concrete pads and pole barn (metal structure), earthwork including stripping of top soil, excavation/fill, grading and base courses, concrete work, asphalt paving, asphalt millings' pads, design, supply and installation of a fabric canopy structure with its foundations, pipes/valves/fittings/trench drains, manholes/clean-outs, lift station with submersible pumps, FRP tanks, electrical services such as (three new) services (TECO coordination) and distribution, grounding and lightning protection, site power, site lighting, and feeders and devices, disposing of all waste materials, general site restoration, traffic control, and other miscellaneous construction activities necessary for the successful completion of the biosolids composting facility.

The Contractor shall furnish all necessary labor, materials, tools, equipment, supplies, and manufactured articles and furnish all transportation and services, including fuel, power, water, and essential communications, and perform all labor, work, or other operations required to fulfill the Work in strict accordance with the Contract Documents, including changes directed by the Project Manager during construction. The Work shall be complete, and all incidental work, materials, and services not expressly shown or called for in the Contract Documents, which may be necessary for the complete and proper construction of the Work in good faith, shall be performed, furnished, and installed by the Contractor as though originally specified or shown, at no increase in cost to the County.

Other references governing the performance of this work include the *Hillsborough County Standard Specifications For Construction* (latest edition), the *Hillsborough County Public Utilities Department Water, Wastewater, and Reclaimed Water Technical Specifications* (latest edition), the *Hillsborough County Public Utilities Department Water, Wastewater and Reclaimed Water Technical Manual* (latest edition), and the *Hillsborough County Public Works' Utility Accommodation Guide and Rights of Way Use Procedure Manual* (latest edition). In all circumstances, the most stringent requirement, as determined or modified by the Project Manager, shall apply to the Work. It is the Contractor's responsibility to obtain and maintain the specifications and technical material necessary to perform the Work. All these documents can be found at www.hillsboroughcounty.org.

1.03 BID PRICES

The Bidder's bid prices must contain all cost items in amount deemed sufficient by the Contractor for overhead, profit, bond premiums, performance and payment bond premiums, insurance, minimal design, engineering, drafting support, site superintendent, administrative support, progress meeting expenses, contract startup costs, computer equipment and supplies, as-built plan production, GPS location acquisition and recording costs, digital photography, all contingencies, and all risks associated with this contract. The Bidder is hereby notified no other amounts will be paid in excess of those bid prices shown in Bid Proposal, and they are non-negotiable during the life of the Contract.

1.04 PERMIT ALLOWANCE

The County shall furnish the required environmental agency permits – these include FDEP ERP, FDEP (and EPC) Southeast County Landfill Biosolids Composting Facility (under Falkenburg AWTP) and FDEP Waste Tire Processing Facility relocation. County shall also submit permit application for Site Development with Hillsborough County, however, Contractor will pull this permit prior to beginning of any work on-site. All other permits and licenses required to perform the work included in the contract are the responsibility of the Contractor. This includes, but is not limited to, the NPDES permit for stormwater discharge (notice of intent and stormwater pollution prevention plan) – see below NPDES section. It is the Contractor's responsibility to keep all permits current and available on site for the County to inspect. This shall also include a copy of the NPDES permit package as submitted to the FDEP.

The following permits are envisioned to be obtained by the Contractor for this work:

No.	Permit	Anticipated Fee
1	Septic System Removal	\$75.00
2	Demolition	\$154.00
3	NPDES (5 acre+)	\$400.00
4	Plumbing hook-up (office trailer), if applicable	\$77.00
	Total	\$706.00

An allowance has been included in the Contract Terms and Conditions, Section 2, to reimburse the Contractor for the cost of all permits associated with the work. The Permit Allowance is not precluded from being utilized for regular line items included in this Contract. Any unused allowance remaining at the end of the contract will be credited back to the County by change order.

1.05 National Pollutant Discharge Elimination System (NPDES) Permit

Under the provisions of the Clean Water Act, as amended, Federal Law prohibits discharges of pollutants in storm water from construction activities without a NPDES Permit. The Contractor shall complete and submit Notice of Intent (NOI) form along with the appropriate fee to the following at least 48 hours prior to any construction activities to obtain coverage under a Construction General Permit. The permit can be found on the web at:

http://www.dep.state.fl.us/water/stormwater/npdes/permits_forms.htm

The completed form shall be mailed to: NPDES Stormwater Notices Center, MS#2510, Florida Department of Environmental Protection, 2600 Blairstone Road, Tallahassee FL 32399-2400.

The permit may also be submitted to FDEP on-line in accordance with the instructions on the application form. The appropriate fee shall be:

- a) Large Projects – 5 acres or more disturbed \$400;

The permit cost/fees will be paid to the Contractor by the County with proper receipt and documentation indicating actual amount paid by the Contractor with no additional mark-up by the Contractor. At Project Closeout, unused amounts remaining in the allowance shall be credited back to the County by Change Order.

1.06 AUTHORIZATION OF WORK

No work may be performed under this contract except as authorized by a Notice to Proceed, issued by the Department Director or designee. The Contractor shall not proceed with, and shall not be compensated for, any work that is not authorized by written Notice to Proceed. Verbal authorization may be given for immediate response conditions that occur at night and/or on weekends and followed up with a written authorization within 24 to 48 hours of the occurrence.

1.07 CONTRACTOR'S ONSITE SUPERINTENDENT

The Contractor shall at all times have on the Work as his agent, a competent superintendent capable of thoroughly interpreting the plans and specifications, and thoroughly experienced in the type of Work being performed, who shall receive the instructions from the Project Manager or their authorized representatives. The superintendent shall have the full authority to execute the orders or directions of the Project Manager and to supply promptly any materials, tool, equipment, labor and incidentals which may be required. Such supervision shall be furnished regardless of the amount of work sublet. The Contractor's on-site superintendent shall speak and understand English and be identified at the start of the project. One responsible person who speaks and understands English shall be on the project during all working hours.

1.08 SUBCONTRACTORS

The Contractor is solely responsible for project schedule, equipment, tools and material procurements, parts, and all acts and omissions of its subcontractor and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent as if they were employed by the Contractor. Nothing in the Contract Documents shall create any contractual relationship between any subcontractor and the County or any obligation on the part of the County to pay any monies due to subcontractor.

The Contractor is the only responsible party for completing all the contract requirements in a timely manner without any delays on project schedule. This is brought to the Contractor's attention that any delays on the subcontractor's performance and progress and material procurements are the sole responsibility of the Contractor. In other words, any delays beyond the contract milestone due dates is solely the responsibility of the Contractor and liquidated damages will apply in accordance with the Contract Documents.

1.09 STANDARD WORK HOURS

Standard work hours shall be 7:00 a.m. to 4:00 p.m., Monday through Friday, excluding County-observed holidays, furlough days, and weekends. Work outside these hours shall require two (2) County business days' notice to, and written approval from, the Project Manager.

1.10 PROJECT SIGN

One (1) project identification sign shall be placed at each project site for the duration of the Work. The Contractor shall dispose of the signs at the completion of the Contract or as directed by the Project Manager. Disposal of the signs shall be at no additional cost to the County. All costs associated with this should be included in the Contractor's overhead.

1.11 SPECIAL REQUIREMENTS FOR WORKING AT THE LANDFILL SITE

The project site is located within County's Southeast Landfill property boundary. As such, the Contractor, their employees/workers, subcontractors, vendors/suppliers, delivery trucks/drivers, etc. are all required to comply with the necessary ingress and egress requirements established by the Landfill facility.

SECTION 2 –TECHNICAL SPECIFICATIONS

2.01 SECTION 01010 SUMMARY OF WORK

- a. Subsection 1.17 - Delete the normal work hours included herein and replace with those identified in Paragraph 1.09 of this section.
- b. Subsection 1.21 - Location of Contractor's office facilities (if required), storage of materials and equipment, and staging area shall be as directed by the Project Manager.
- c. Also, see Paragraph 1.02 of this Supplementary Specifications section.

2.02 SECTION 01020 MOBILIZATION

- a. Subsection 1.01 A.5– Provide field office trailer for Contractor, if required. A field office trailer for the Project Manager is not required.

2.03 SECTION 01300 CONTRACTOR SUBMITTALS

- a. Subsection 1.01 - Add the following to Paragraph B: 4. Preliminary Schedule of Values
- b. Subsection 1.02 - Replace Paragraph A with: Wherever called for in the Contract Documents, or where required by the Project Manager, the Contractor shall furnish to the Project Manager for review "three (3) bound copies (booklets) of each submittal. At the discretion of the Project Manager the Contractor may submit documents electronically in PDF format." The term "submittal" as used herein shall be understood to include detail design calculations, shop drawings, fabrication and installation drawings, erection drawings, lists, graphs, operating instructions,

catalog sheets, data sheets, samples, and similar items. Documents shall be signed and sealed as required by Florida Statutes and the Florida Administrative Code. Unless otherwise required, said submittals shall be submitted to the “Professional with a copy to the Project Manager. Contractor shall allow 10 working days of review time by the Professional and the County following receipt of the submittal. Shop drawings shall be required for all materials and equipment that will become a permanent part of the work.” Any submittal which is not complete or does not provide the level of detail outlined in the specifications, shall not be considered acceptable for review and may be returned for resubmittal. Should any submittal be a part of any schedule milestone and be considered unacceptable by the County, the appropriate milestone shall be considered as not having been met until a complete and properly detailed submittal is received.

- c. Subsection 1.02 - Paragraphs E, F, G and H: Remove any reference to “xx copies of a submittal are” and replace with “a submittal is”. Remove all reference to “nine” and replace with “three”.
- d. Subsection 1.02 - Paragraph K: Replace “Any fabrication or other Work performed in advance of the receipt of approved submittals” with “Any fabrication or other Work performed in advance of the Contractor’s receipt of approved submittals”.
- e. Subsection 1.02 - Add Paragraph L: The Engineer’s acceptance of Submittals or samples shall not relieve the Contractor of his responsibility for any deviations from the requirements of the Contract Documents unless the Contractor has called the Professional’s attention to such deviations in writing at the time of submission and the Project Manager has given written approval for the specific deviation. Any such approval by the Professional shall not relive the Contractor from responsibility for errors or submissions in the Submittals.
- f. Subsections 1.05, 1.06 - Wherever called for in the Contract Documents, or where required by the Project Manager, the Contractor shall furnish to the Project Manager “three (3) bound copies (booklets). At the discretion of the Project Manager the Contractor may submit documents electronically in PDF format.”
- g. Subsection 1.07 - Change title to “As-built Drawings – General Requirements” and change all “Record Drawings” references to “As-built Drawings”.
- h. Subsection 1.08 - Change title to “As-built Drawings – Minimum Requirements” and change all “Record Drawings” references to “As-built Drawings”.

2.04 SECTION 01500 MAINTENANCE OF TRAFFIC

- a. Section 01500 – Add to Section 1.01: An extensive MOT (or MOT plan) is not anticipated for this project.
- b. Subsection 3.01.B – Delete sub-point 2.

- c. Subsection 5.01 – There will be no separate basis of payment for Maintenance of Traffic. A detailed MOT is not envisioned for this project and the cost of performing the basic MOT shall be included in the contract bid price.

2.05 SECTION 01530 PROTECTION OF EXISTING UTILITIES

- a. Subsection 1.03: Replace reference to “Article 16 of the General Conditions” with the “Contract Terms and Conditions”.
- b. Subsection 1.05, Paragraph A: Remove the following line: “The Project Manager shall furnish one set of full-size drawings for Contractor's field use in recording the findings of the investigation and one set of full-size sepia (or other reproducible) drawings for Contractor's office use in transcribing the field investigation information onto same for submission to the Project Manager.”

2.06 SECTION 01560 - TEMPORARY ENVIRONMENTAL CONTROLS

- a. Subsection 1.08, Paragraph A: Replace entire paragraph with the following: The County will provide project identification signs as indicated in section 01560-1.08. The project signs shall be displayed before construction starts in a prominent location at the project site by the Contractor. The Contractor shall install and maintain the signs at the construction site and remove and dispose the sign upon completion of construction. The Contractor shall coordinate the exact location of placement of the project sign with the Project Manager.

2.07 SECTION 01700 - COMPLETION, STARTUP AND CLOSEOUT

- a. Subsection 1.01, Paragraph A3: Change “Record Drawings” to “As-built Drawings”
- b. Subsection 1.01, Paragraph C2: Change “Record Drawings” to “As-built Drawings”
- c. Subsection 1.01, Paragraph C5: Replace “Article 15 of the General Conditions” with “Contract Terms and Conditions”.
- d. Subsection 1.03, Paragraph B: Replace “Article 15, Payment and Completion, in the General Conditions” with “Contract Terms and Conditions”.

- END OF SECTION -