

SECTION III

SUPPLEMENTAL CONDITIONS TO THE STANDARD SPECIAL PROVISIONS

These Supplementary Conditions amend or supplement the Standard Special Provisions (SSP) of the Construction Documents. All provisions which are not so amended or supplemented remain in full force and effect. Article 36 is supplemental and in addition to the Standard Special Provisions.

SSP-1. BIDS

Add the following:

SC-1.5 Bid Options. The Bidder's attention is directed to the fact that there are bid option(s) in addition to the base bid for this Project. The Bidder is required to bid all bid options in order to be considered responsive. The City will choose which option(s) will be accepted and added to the base bid, if any, prior to the contract award. The contract will be awarded to the responsive and responsible bidder submitting the lowest Total Base Bid Price Plus City selected Option(s) provided the bid is reasonable and in the best interest of the City to accept.

SSP-3. INVESTIGATIONS AND UTILITIES

Add the following:

SC-3.4 Subsurface and Physical Conditions. The indications of physical conditions on the Construction Drawings and in the Subsurface Soil Investigations (Appendix C of the Contract Documents) are the result of site investigations by topographic and hydrographic surveys, jet probes and core borings conducted by the Engineer in March through August 2012. When the indicated physical conditions are the result of site investigations by core borings, the locations thereof are shown on the Construction Drawings. While the Engineer's core borings results may be considered *representative* of subsurface conditions at their respective locations and vertical reaches, local variations of subsurface materials in this region are to be expected. The confirmation of all geotechnical, topographic and hydrographic conditions shall be the

responsibility of the Contractor. Data and information furnished or referred within the Contract Documents for the Contractor's information. The City and Engineer shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

SSP-4. SCHEDULE

Amend the first sentence of SSP-4.2 as follows:

The Progress Schedule shall be updated bi-weekly (every other week) by the Contractor.

Add the following:

SC-4.3 The Contractor shall initiate Work within twenty-one (21) days of Issuance of the Notice to Proceed.

SC-4.4. All construction activities shall be substantially complete within one hundred and twenty (120) days of the issuance of the Notice to Proceed. Final completion of all work shall be within one hundred eighty (180) days of the issuance of the Notice to Proceed. The Contractor must have sufficient manpower and equipment available to ensure project completion by this date.

SSP-5. PROGRESS PAYMENTS

Add the following:

SC-5.7 Payment Procedures.

A. *General:* Progress Payments shall be made (not more than once per month) in accordance with Paragraph 5 of the Standard Special Provisions. Progress Payments to the Contractor shall be based upon percent completion.

B. *Payment for Mobilization:* All costs connected with the mobilization of all of the Contractor's plant and equipment shall be paid for at the lump sum price for this item. To qualify for the mobilization payment, the Contractor must dredge, transport,

dewater and place within the habitat island at least 400 cubic yards of sediment from the canals, the intent of which is to demonstrate that all equipment is onsite and operating at capacity consistent with the Contractor's Work Plan. The Engineer may revise the minimum quantity to qualify for mobilization based upon the Contractor's projected daily production rates and Work/Sequencing Plan as reported in his bid. Retainage shall not be withheld from the Contractor's mobilization payment.

In the event the Engineer considers that the amount in this item does not bear a reasonable relation to the cost of the Work in this Contract, the Engineer may require the Contractor to produce data to justify the cost. Failure to justify such cost to the satisfaction of the Engineer shall result in payment of actual mobilization costs, as determined by the Engineer at the completion of mobilization, and payment of the remainder of this item in the final payment under this Contract.

C. Payment for Pre-Construction Video and Post-Construction Documentation: Fifty percent (50%) of the lump sum price less retainage shall be paid to the Contractor upon completion and submittal of the pre-construction video and other associated documentation to the Engineer and City in compliance with General Specification 8.0. The remaining fifty percent (50%) of the lump sum price less retainage shall be paid to the Contractor upon completion and submittal of the post-construction documentation to the Engineer and City in compliance with General Specification 8.0.

D. Payment for Layout and Post-Construction Surveys: Shall be paid for on a percent complete basis less retainage based on the combined percent completion each month of Bid items 4 and 5 (Canal Excavation and Habitat Island Construction).

E. Payment for Canal Excavation: Shall be paid for at the unit cost less retainage on a percent complete basis as verified by the Engineer. The basis for payment shall be the pre-construction surveys and the post-construction acceptance dredge surveys, at 100 ft

intervals along the dredge area. The procedures for acceptance surveys are defined in Section 7 of the General Specifications.

- F. Payment to Construct the Habitat Island:* The Contractor shall submit a Schedule of Values which breaks down this lump sum item into smaller components and includes the cost of each component within 10 days following Notice of Award. The Schedule of Values, which requires approval by the Engineer and City, will be used to review and approve the Contractor's percent complete progress payments based on the approved Work performed on each component of the lump sum item each month.
- G. Payment for Environmental Compliance, Turbidity Control and Testing:* Shall be paid for on a percent complete basis based on the combined percent completion each month of Bid items 4 and 5 (Canal Excavation and Habitat Island Construction).
- H. Payment for Demobilization:* The Contractor shall be eligible for two separate demobilization payments as follows: (1) the Contractor shall be eligible for payment of demobilization of canal excavation and conveyance equipment upon the successful completion of all canal excavation activities as verified by the Engineer and (2) the Contractor shall be eligible for payment of demobilization of the habitat island construction equipment with the Contractor's final payment issued in accordance with Paragraph 7 of the Standard Special Provisions. The Contractor shall submit the cost breakdown of these two demobilization payments within 10 days following Notice of Award.

In the event the Engineer considers that the amount in this item does not bear a reasonable relation to the cost of the Work in this Contract, the Engineer may require the Contractor to produce data to justify the cost. Failure to justify such cost to the satisfaction of the Engineer shall result in payment of actual demobilization costs, as determined by the Engineer at the completion of demobilization, and payment of the remainder of this item in the final payment under this Contract.

- I. *Payment for Bid Option A (Habitat Island Vegetation):* If awarded, the Contractor shall submit a Schedule of Values which breaks down the lump sum items into smaller components and includes the cost of each component within 10 days following Notice of Award. The Schedule of Values, which requires approval by the Engineer and City, will be used to review and approve the Contractor's progress payments based on the approved Work performed on each component of the lump sum item in the previous month.
- J. *Retainage:* Ten percent (10%) of each approved progress payment shall be withheld by the City, pending satisfactory completion of all work tasks described in these Contract Documents. The retainage will be released with the final payment issued in accordance with Paragraph 7 of the Standard Special Provisions.
- K. *Final Payment:* Upon final completion and acceptance of the Work in accordance with Section 7 of the Standard Special Provisions, the City shall pay the remainder of the Contract Price as recommended by Engineer.

SSP-9. DAILY REPORTS, AS-BUILTS AND MEETINGS

Delete Paragraph 9.1 in its entirety and insert in its place:

SC-9.1 The Contractor shall be required to prepare and submit daily, by email, a Daily Quality Control Report on a standard form approved by the Engineer before the initiation of construction activities. This report shall include, but not be limited to, a description of:

- A description of any weather conditions which adversely affect the work;
- The number of Contractor's and Sub-Contractor's personnel present and working at the Project Site, by sub-contract and trade;
- The hours of operation by the Contractor's and Sub-contractor's personnel;
- All equipment present at the Project Site, description of equipment use and designation of time equipment was used (specifically indicating downtime);

- Description of work being performed at the Project Site, including work completed that day in reference to the nearest baseline stations as designated on the plans;
- A summary of any delays or unusual or special occurrences at the site;
- Materials received at the Project Site;
- A list of all visitors to the Project Site;
- Any problems that may impact either the cost, quality or schedule of the Work;
- Environmental site conditions;
- Turbidity Monitoring and Control Report and
- Daily Dredging and Attendant Report (summarizing the daily operations and production for the dredge)

Add the following:

SC-9.4 Progress Meetings. Progress meetings will be scheduled on a weekly basis during construction. The Contractor's Superintendent, major Sub-Contractors and Engineer shall be required to attend these meetings.

SSP-10. CONTRACT TIME AND TIME EXTENSIONS

Add the following:

SC-10.6 Weather Days. The City, through the Engineer's recommendation, shall approve and grant reasonable Contract Time extensions for delays resulting from weather conditions which, in the Contractor's opinion, may make operations hazardous or may make violations of the environmental conditions specified in the construction permits probable, provided that in the judgment of the Engineer, the time extension is justified. Contract Time extensions shall be granted for the presence of endangered species as specified in the construction permits. The Contractor shall notify the Engineer immediately upon suspension of any or all work that may result in a delay, for which the Contractor may request a time extension. The Contractor must provide a written request for an extension of contract time within forty-eight hours of event occurrence. Upon written receipt for an extension of Contract Time, the Engineer shall

ascertain the facts and make an adjustment for extending the completion date as, in the judgment of the Engineer, is justified. Contract Time extensions shall not be granted for Contractor's failure to abide by the requirements of the construction permits or the requirements of these Contract Documents.

SC-10.7 An increase in Contract Times does not mean that the Contractor is due an increase in Contract Price. Only compensable time extensions will result in an increase in Contract Price.

SSP-11. CHANGES IN WORK

Add the following:

SC-11.2 The Contractor is hereby advised that contract quantities for unit price items may be adjusted by the City through the Engineer without renegotiation of unit cost.

SSP-17. PERMITS, LICENSES AND TAXES

Delete Paragraph 17.1 in its entirety and insert in its place:

SC-17.1 The Contractor shall comply with all conditions stipulated in the project permits. The Project permits include:

- FDEP Environmental Resource Permit No. 11-0312776-001 (pending)
- FDEP Submerged Lands Lease No. 110236845 (pending)
- USACE Permit No. SAJ-2012-01027 (pending)
- City Resolution No. 11-13008

Copies of the Project permits obtained by the City are provided in Appendix B of the Contract Documents. A copy of the draft FDEP Environmental Resource Permit is included in Appendix B. Copies of outstanding regulatory permits will be issued as Addendums to the Bid Documents upon permit issuance.

SC-17.2 The Contractor shall obtain and pay for all other construction permits and licenses from the agencies having jurisdiction, including the furnishing of insurance and bonds if

required. This includes a building permit from the local government as well as any and all environmental and roadway permits and business licenses required for dewatering and transport debris offsite. The enforcement of such requirements under this contract shall not be made the basis for claims for additional compensation.

SSP-24. SUPERVISION AND SUPERINTENDENCE

Add the following:

SC-24.2 The Contractor’s superintendent shall be present at the site of the work at all times while work is in progress and shall be available by phone for emergencies 24 hours per day, 7 days per week.

SC-24.3 The Contractor shall designate, in writing to the Engineer and City, a superintendent and any necessary assistants satisfactory to the Engineer and City to receive the City’s and Engineer’s instructions.

ADD THE FOLLOWING:

SC-36. PRE-CONSTRUCTION SUBMITTALS

The following documents shall be submitted for review by the Engineer and City at the times indicated as described throughout the Contract Documents:

| Document ID | Bid | Award* | Reference Specification |
|--|-----|--------|-------------------------|
| List of Sub-Contractors | | | Invitation to Bid |
| List of Equipment | | | Invitation to Bid |
| Construction Methodology Statement | | | Invitation to Bid |
| Critical Path Schedule | | | SSP-4 |
| Letter Appointing the Superintendent | | | SC-24.3 |
| Qualifications Statement | | | GS-2 |
| Construction Work Plan | | | TS-1.0 |
| Site Access and Staging Plan | | | TS-1.1 |
| Construction Sequencing and Sediment Management Plan | | | TS-1.2 |

| Document ID | Bid | Award* | Reference Specification |
|---|-----|--------|-------------------------|
| Dewatering and Turbidity Control Plan | | | TS-1.3 |
| Shop Drawings, Product Specs | | | TS-1.4-1.5 |
| Quality Control & Assurance Plan | | | TS-1.6 |
| Submerged Pipeline Plan (if applicable) | | | TS-1.7 |
| Environmental Protection Plan | | | TS-1.8 |
| Dive Plan (if applicable) | | | TS-1.9 |
| Hurricane & Severe Storm Plan | | | GS-11.2 |
| Performance and Payment Bond and Insurance Certificates | | | Invitation to Bid |

*Documents required upon Award are due within 10 days of notification to the Contractor by the City of contract award.