5. SUPPLEMENTAL CONTRACT TERMS & CONDITIONS

5.1. AS BUILT DRAWINGS

As-Built drawings are covered under JEA Standard Section 501.

5.2. EARTHWORK

It shall be the sole responsibility of the Company to evaluate the geotechnical findings and recommendations and determine the quantity of soil to be managed or removed/disposed and replaced. No separate payment shall be made for stockpiling, managing, mixing, and/or removal, disposal, importation and placement of A-3 sand required for backfill and/or over excavation (bedding) material for the pipeline(s) and structures, but all costs shall be merged with the associated item of work shown in the Bid Form. Excess and/or unsuitable material shall become the property of the Company and shall be disposed of outside of the right-of-way.

5.3 INCIDENTAL WORK

All incidental work not directly covered by the items provided in the Bid Form, but clearly identified within the Contract Documents, shall be included in the associated Water Main Installation Bid Item.

5.4 WELLHEAD No. 3

Contractor shall be responsible for providing the Wellhead No. 3 per the Volume 1 Drawings. This work will be covered by Bid Item #1 and will include furnishing and installing all above ground piping and appurtenances, well pump, column, motor, electrical equipment, instrumentation and control equipment, concrete slab, site restoration, supplies and materials. All miscellaneous and incidental work required to complete the Wellhead No. 3 including materials, labor, tools and equipment shall be included in Bid Items #1. The piping included in this bid item will be limited to the first below ground fitting.

5.5 AMELIA CONCOURSE HDD CROSSING DESIGN-BUILD

Contractor shall be responsible for providing the design, permitting, and construction of a complete crossing of Amelia Concourse per the Volume 1 Drawing 05-Y-004 and JEA Standards Section 755. This work will be covered by Bid Item #3 and will include designing, permitting, furnishing, and installing two segments of 12-inch DR-11 HDPE (DIPS) raw water mains by horizontal directional drill. This work will also include all other necessary HDPE MJ adapters and 12-inch ductile iron piping and fittings to complete the crossing. The limits of this bid item are the two connections as detailed below:

- 1. West Connection: Contractor shall remove temporary plug and connect to 12-inch gate valve.
- 2. East Connection: Contractor shall connect to an existing 16-inch finished water main that will be repurposed to a 16-inch raw water main. The connection will include a 12-inch gate valve, 16-inch x12-inch reducer, and 16-inch sleeve, as well as removal of an existing section of the 16-inch finished water main. The Contractor shall coordinate with JEA prior to performing this connection.

The design and construction of this crossing will be based on JEA Standards and will be as needed to successfully permit (FDEP and Nassau County), construct, and place into service. Construction submittals required by Section 755 will be provided to the Engineer of Record for review and approval. All miscellaneous and incidental work required to complete the Amelia Concourse Crossing Design-Build shall be included in Bid Items #3.

Payment for the work shall be full compensation for the item of work completed, including all required design, permitting, project planning, and shop drawings; horizontal directional drilling, removal of grassing; excavation; dewatering; native soil backfilling; laying and jointing pipe; pressure and leakage testing; flushing; disinfection; furnishing and placing steel decking over excavations; all sheeting, shoring, and bracing required to maintain excavations in a safe condition; protecting existing structures, utilities and property both public and private; placing and removing all traffic signs and barriers and maintaining traffic; cleaning up the site; furnishing and installing locate wiring, locate wire test stations, locate wire-related appurtenances and locate wire testing; furnishing all material, labor, tools, and equipment; as-builts; and all incidental and related work required to complete the work of the bid item. Contractor shall be responsible for removal and disposal of drill fluid breakouts. Damage to roadways; existing utilities, property both public and private occurring due to the work shall require complete restoration to the satisfaction of the JEA. No separate payment will be made for cleanup, or restoration due to damage, and all associated costs shall be borne by the Contractor. Should JEA elect the swabbing of mains sized 12-inch and smaller, the work shall be performed by the Contractor via a Supplemental Work Authorization (SWA).

5.6 FP&L PRIMARY FEEDER CONDUITS

Contractor shall be responsible for providing the FP&L Primary Feeder Conduits per the Volume 2 Drawing 06-E-001. This work will be covered by Item #37 and will include furnishing and installing all conduits, handholes, caps. All equipment and materials shall be, as a minimum, per FP&L's most current edition of standards and methods of installation. All miscellaneous and incidental work required to complete the FP&L Primary Feeder Conduits including materials, labor, tools and equipment shall be included in Items #37.

5.7 AMELIA CONCOURSE OPEN-CUT CROSSING MAINTENANCE OF TRAFFIC ALLOWANCE

An Amelia Concourse Open-Cut Crossing Maintenance of Traffic Allowance with a unit cost of \$15,000 to cover the potential maintenance of traffic costs should Nassau County approve an open-cut crossing of Amelia Concourse is included in the Bid Form. A custom Maintenance of Traffic Plan will be developed by the Engineer and provided to the Contractor upon approval of the open-cut crossing by Nassau County. This allowance is only to cover the potential Maintenance of Traffic for the Amelia Concourse Open-Cut Crossing per Dwg. 05-Y-004B.

5.8 NASSAU COUNTY CEI INSPECTIONS SERVICES ALLOWANCE

Contractor shall be responsible for contracting and paying for one of the two Nassau County (NC) approved CEI firms to provide CEI inspection support services for the utility improvements only within the right-of-way (see Volume 1 of 3 Plans, Station 35 thru 36 and Volume 2 of 3 Plans, Station 10 thru 13). These inspection support services will include, at a minimum, observation and reports on trench excavations, pipe installations, backfill, flowable fill, pipe pressure testing, connection point # 1, roadway repair, restoration work and other Nassau County CEI program requirements. The CEI inspector will coordinate with JEA and NC staff in completing daily reports, completing the videos (before and after construction) and providing copies of all soil compaction test reports. The allowance amount should cover the cost for up to 10 weeks (40 hours/week - only) for CEI support services (no overtime), including CEI cost plus 10% contractor's markup. If required, the contractor is responsible for paying for all overtime cost. The contractor shall be responsible for any additional CEI support services and associated fee for all construction time required beyond the 10 week time allowance. The two NC approved CEI support firms include: CDM (William Glennon, #904/383-9126) and ETM (#904/642-8990).

5.9 NASSAU WTP INSTRUMENTATION AND CONTROL ALLOWANCE

A Nassau Regional Water Treatment Plant Instrumentation and Control Allowance with a unit cost of \$25,000 to cover potential communication upgrades necessary at the Nassau Regional WTP is included in the Bid Form.

5.10 GENERAL/SPECIAL CONDITIONS

Contract Lump Sum Price shown for the respective item on the Bid Form shall be compensation to complete the Work as required in the General Conditions and/or Special Conditions that are not paid for separately including, but not limited to Payment Bond and Performance Bond. Payment of the Lump Sum Price shall only be made for the percentage of Work completed. However, if the Company prefers to be reimbursed for the Payment Bond and Performance Bond in the inception, then an invoice of executed bond(s) shall accompany the first pay request and the amount paid will be deducted from the Lump Sum Price. The percentage as indicated on the Bid Form, shall be the maximum percentage of the associated subtotal. Company shall include in its cost for performing survey of the existing roadway horizontal alignment prior to initiating any construction.