APPENDIX A-TECHNICAL SPECIFICATIONS

154-18 Baymeadows Rd - Point Meadows Rd to Old Still PUD - Trans - RW

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1. SCOPE OF WORK

JEA is soliciting Bids from construction contractors (hereinafter referred to as "Company or Contractor") for construction services for **Baymeadows Rd - Point Meadows Rd to Old Still PUD - Trans - RW** Project (the "Work" or "Services".)

A. This request is to solicit bids for construction services to install 2,700F of 6-inch PVC DR18 reclaimed water main by open cut method along Baymeadows Rd in Duval County. The new main will provide system reliability, and resilience for future developments in the area.

The new main will connect to the existing 20-inch RWM along the JEA transmission easement, turn east on Baymeadows Rd, stop for future connection under I-295, and connect at RG Skimmer Blvd. The Company shall strictly follow JEA's Water & Sewer Standards Manual, issued January 1, 2017 or latest version, during the construction of the improvements. Contractor shall use a Request for Information in the event of a discrepancy.

The following is a link to the JEA Water and Sewer Standards: https://www.jea.com/Working With JEA/Engineering and Construction/Reference Materials/W

https://www.jea.com/Working_With_JEA/Engineering_and_Construction/Reference_Materials/Water and Sewer Standards.aspx

The Company shall follow and comply with <u>Baymeadows Rd - Point Meadows Rd to Old Still PUD - </u>Trans - RW

- B. The duration of work from the notice to proceed will be one hundred and eighty (180) days until substantial completion and two hundred and ten (210) days until final completion.
- 2. BID DRAWINGS TITLED "Construction Drawings for Baymeadows Rd Point Meadows Rd to Old Still PUD Trans RW" prepared by CPH are attached.
- 3. GEOTECHNICAL REPORT TITLED "Report of Geotechnical Exploration Baymeadows Road/Old Still PUD 6-inch Reclaimed Water Main" by MAE is attached.

4. BASIS OF AWARD

The basis of award will be the lowest, responsive, and responsible Bidder submitting the Base Price for open cut and Jack and Bore, as referenced on the Bid Form.

5. BID PRICING (included in front ends, but does not list each item)

Contract lump sum price shown for the general conditions on the bid form shall be compensation to complete the work as required in the general conditions that is not paid for separately including, but not limited to payment bond, performance bond, safety, quality control, preparation of daily reports, maintenance of traffic, attendance at meetings, scheduling, testing (if not included elsewhere), and all other items listed in the general condition specifications. Payment of the lump sum price shall only be made for the percentage of work completed.

Except as provided below for expenses related to Bonds and Surveying, JEA's payment for the General/Special Conditions line item shall be based upon the percentage of Work completed.

Bonds - Company will be permitted to invoice JEA, in its first payment application, for the costs associated with the execution and recording of the Payment and Performance Bonds. The amount paid by JEA for the Payment and Performance Bonds will be deducted from the General/Special Conditions line item total.

Surveying – Prior to construction, the Company will be permitted to invoice JEA for costs associated with the survey of the existing roadway horizontal alignment. The amount paid by JEA for these costs will be deducted from the General/Special Conditions line item total.

6. PERMITS

JEA has obtained the following permits for the project:

• FDOT Utility Permit

7. SURVEYING

In addition to the Surveying requirements of this solicitation, the Contractor shall be responsible for staking the project stationing, easements and/or right-of-way boundaries. The survey datum used for this project is N.A.V.D 1988.

8. CLEAR AND GRUB

Payment for clearing and grubbing shall not be paid for separately, but shall be included in the cost of the associated item of work. Payment will be compensation in full for all clearing and grubbing required for the roadway right-of-way and for any other clearing and grubbing indicated or required for the construction of the entire project area including area of excavated trenches and where trenchless operations are required, including all necessary hauling, furnishing equipment, equipment operation, furnishing any areas required for disposal of debris, leveling of terrain and the landscaping work of trimming, etc. as required.

9. EARTHWORK

It shall be the sole responsibility of the Company to evaluate the geotechnical findings and recommendations along with the construction drawings to-determine the quantity of soil to be managed or removed/disposed and replaced in order to meet the requirements of the Contract Documents. 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.

10. LANDSCAPING

The Company shall be responsible for protection and preservation of all trees, palms, shrubs, irrigation systems, landscaping, signs etc. along the route of the proposed work including hand digging, removal and storage of such and subsequent replacement to the fullest extent possible of the pre-existing condition. All costs associated with such shall not be paid for separately but shall be included in the cost of the associated item of work.

11. RESTORATION

The drawings show limits for all restoration items based on the existing design location of the proposed force main and reclaim water main and are provided for the Contractor's convenience. If the Contractor is forced to move the force main into pavement or sidewalk due to a direct conflict with a utility or tree, the JEA Representative must be notified immediately and authorize such work.

Damage to asphalt, sidewalks, or curb and gutter (not indicated for removal and replacement) will be replaced at the Contractor's expense unless otherwise authorized by JEA.

12. COORDINATION OF CONSTRUCTION WITH EXISTING UTILITIES

The Company shall establish liaison with and coordinate work with JEA, BellSouth / AT&T, TECO/Peoples Gas, and Comcast to prevent interference with overhead and buried electrical, telephone, and television cables. BellSouth, TECO/Peoples Gas, Florida Power & Light and Comcast may need time to relocate their facilities.

The Company shall at all times conduct its operation so as to interfere as little as possible with the existing utilities. The Company shall develop a program in cooperation with the JEA and interested representatives of Utilities and City agencies, which shall provide for the construction of, and putting into service, the new work in the most orderly manner possible. This program shall be adhered to, except as deviations therefrom are expressly permitted. All work of connecting with, cutting into, and reconstructing existing pipes and structures shall be planned so as not to interfere with the operation of the existing utility.

13. COMPANY'S USE OF PREMISES

Company shall have complete use of the premises for the performance of the Work, subject to coordination with the JEA's Electrical Group, prior to mobilization on the Company's Work Plan addressing its staging, storage, pipe stringing, pipe installation, and limits of disturbance areas within the JEA's Electric Transmission Line easement. Company shall coordinate activities with any other Company who will be performing work in the same general area.

All work shall take place within COJ ROW, FDOT ROW, CSX ROW, JEA Utility Easement, and the JEA Electric Transmission Line Easement. The Company is responsible for securing and obtaining any additional off site storage areas necessary.

Coordinate uses of premises with JEA and other contractors.

Company shall assume full responsibility for security of all its and its subcontractors' materials and equipment stored on the site.

If directed by the JEA Representative, move any stored items which interfere with operations of JEA or other contractors.

Obtain and pay for use of additional storage or work areas if needed to perform the work.

14. COMPANY'S STAGING, STORAGE AND STOCKPILE AREA

No additional staging, storage, and stockpile will be made available by the JEA along the project site. The Company is not allowed to store any equipment or materials outside the right-of-way and JEA's designated easement limits. The location will be agreed to upon and discussed at the pre-construction meeting.

15. ELECTRICAL TRANSMISSION LINE (T-LINE) REQUIREMENTS

Disturbance within the JEA T-Line easement shall be limited to the areas outlined by silt fence on the contract drawings. The Company shall submit a construction staging, storage, pipe stringing, and limits of disturbance plan to the JEA Electrical Utility Group and Environmental Group via the JEA Engineer for approval. The Company shall comply with the safety requirements and minimum clearances as set forth in OSHA Standard Number 1926.1408. All equipment and construction activities shall be kept outside a 20' minimum radius of all transmission lines (vertically and horizontally).

The Company shall coordinate with JEA Electrical Utility Group and/or JEA Security for the entry/exit protocol for the T-Line easements.

16. JEA ELECTRICAL TRANSMISSION LINE ACCESS DRIVE

The Company shall provide all necessary labor, materials and equipment to restore any disturbed portions of the 15' wide JEA Electrical Transmission Line Access Drive to match preconstruction conditions. The manner in which this is accomplished shall be left to the discretion of the Company, subject to the requirements of the Contract and approval of the JEA Project Manager. The JEA Engineer approval in no way relieves the Company of any liabilities resulting from the restoration method chosen.

Stone aggregate (limerock) aggregate shall be used to provide a final driving surface for the restored portions. No separate payment shall be made for the restoration, but shall be included in the unit prices of associated bid items on the Bid Form Workbook.

17. LOCATION AND PROTECTION OF EXISTING PROPERTY - ON NON-RIGHT OF WAY ISSUES

When working in areas outside the normal City, County and/or State right-of-ways, the Company shall be responsible for location and protection of all property shown or not shown on the drawings, including maintenance and repair of any damaged utility service. Utility locates shall be provided in accordance with local and state requirements. If the drawings indicate abandonment or removal of property or utility service by the Company, the Company shall proceed after it has determined that all services have been de-energized and/or decommissioned. The Company shall coordinate with the owner of the property (Owner) and the appropriate utility company to determine status of the existing utility service prior to starting work in the area. All property and utility services that are to remain shall be appropriately protected and maintenance during the construction activity. Should there be additional cost to the Company for protection or maintenance of property or utility services not shown on the drawings, the Company shall justify and document this cost in writing to the JEA Contract Administrator. A Supplemental Work Authorization (SWA) will be negotiated and approved prior to starting work. Should property or utility services be damaged by the Company, the Company shall notify the JEA Inspector, the Owner and the utility company immediately. Should the damage interrupt service, the Company shall be

responsible for restoring service as soon as possible. However, the Company shall not make repairs without approval of the Owner or the utility company and should the Owner or a particular licensed Company be required to make the repairs the Company shall be responsible for coordinating this effort as well as any cost associated with the repair. JEA reserves the right to deduct any unsettled claim amount from monthly progress payments until such time as the claim is satisfactorily resolved. This paragraph is intended to stress the importance of customer relations and the maintenance of all services to the customer.

18. PAVEMENT REPAIR (Only for Open Cut Option)

a. Any COJ County standard pavement repair shall be completed within 10 calendar days or when 500LF of roadway is disturbed after completion of the utility installation. All mobilization/demobilization required for rework/regrading of lime rock base, dust control, including asphalt paving shall not be paid for separately but shall be included in the cost of the associated items in the Bid Form.

19. DRIVEWAY REPAIRS. ITEMS 21, 23 IN WORKBOOK

- a. Refer to 514, 515 and 307 index from FDOT Design Standards for FDOT Driveway Pavement Repairs. Contractor to use flexible pavement, 1 ¼ inch or match existing asphalt thickness, 12 inch or match existing thickness of subgrade for commercial driveways, and 6 inch or match existing thickness of lime rock.
- b. Contractor to follow FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION
- c. Refer to COJ City Standard Details for Asphalt Concrete Driveway Repairs called out in drawings Sheet No. 9, Drawings No. C-6

20. TEMPORARY PAVEMENT REPAIR

Any open cuts shall be temporary repaired be the end of the day per COJ County recommendations

21. ROADWAY RECONSTRUCTION

The Company shall perform survey of existing roadway horizontal alignment and vertical grade of the existing limits of construction along William Burgess prior to any construction. No separate payment shall be made, but all costs shall be included in the lump sum cost of the General Conditions line items. Intent is to remove and replace impacted roadway, curb & gutter, and sidewalk portions to existing alignment, width, and grade to match existing elevations after open cut construction is performed.

22. TEMPORARY ROADWAYS

If the Company's operations render any street or private way potentially unsafe, the Company shall make such repairs or provide such temporary ways and guards necessary for the protection and safety of persons on the Work Site and the public, and for the orderly maintenance of traffic.

The Company shall always provide and maintain a hard-surfaced roadway for traffic. Where temporary detours of lanes are required, they shall be asphalt-paved by the Company. The Company may construct paving section(s) appropriate to support traffic, provided the surface is smooth and the profile reasonable, and as a minimum, consists of 1 inch of bituminous structural course over a 6-inch limerock base that was inspected and approved by the JEA Engineer. Should any temporary pavement fail, the Company shall be responsible for repairing it, at its own cost, before close of Work on the day notification is given. Should the Company be unable to make such repair by close of Work, the Company shall notify the JEA Engineer and provide an estimated time when repairs can be made. No repair timeframes shall exceed 48 hours. Any damages, either direct or indirect, resulting from such temporary pavement failures shall be the sole liability of the Company.

All limerock base material used for temporary pavement and constructed in proposed grassed areas shall be completely removed and disposed of by the Company prior to final restorative grassing operations. The area shall be backfilled with material stockpiled on the Work Location that is conducive to growth of the plant material. All costs associated with this work shall be included in the associated line item in the Bid Form Workbook.

23. PAVEMENT REMOVAL (Open Cut only)

Saw cuts must be used on all asphalt removal.

24. SWALE AND DITCH CONSTRUCTION/REGRADING

The Company shall re-grade all existing swales and ditches. No separate payment shall be made for regrading or construction of new drainage ditches as shown on the drawings, but shall be included in the Bid Document for roadway paving replacement. Payment for ditch invert will be the same as made for storm pipe invert. Payment for sodding of ditches will be separate.

25. DUST CONTROL

The Company shall utilize a water spray truck to mitigate dusty conditions when roadways are unpaved and construction areas are not sodded.

26. PERMIT COORDINATION MEETING

Company shall be responsible for being thoroughly familiar with all permit requirements prior to mobilizing and starting work associated with a particular permit. If a permit requires a notification or meeting with the issuing agency prior to starting work, Company shall be responsible for arranging said meeting and informing the JEA Representative. The following shall be attended by, but not limited to, the Company's Project Manager, Company's Site Superintendent, Permitting Agency Representative, JEA Project Engineer and JEA Inspector.

27. VALVE AND LOCATE WIRE BOX IDENTIFICATION MARKERS

The Company shall furnish and install fiberglass identification markers at all gate valve and locate wire box locations as directed by the JEA Representative. All costs associated with this work shall be included in the associated line item in the Bid Document.

28. CONNECTIONS TO EXISTING UTILITIES

Contractor shall verify size and type of pipe at each connection prior to ordering materials for connections. Price for connections shall be a lump sum price to include the installation of restraints/sleeves as shown in the plans or as approved by JEA.

29. MAINTENANCE OF TRAFFIC

The Company shall adhere to the maintenance of traffic plans, including construction zone signing, pavement marking, barricades, barriers, etc. as shown on the project drawings. The Company shall provide written approval from Traffic Engineer of any proposed alternate MOT plan to JEA prior to starting work in area of alternate MOT plan.

Temporary closure of business entrances must be approved and coordinated with JEA. The affected business shall be given at least forty-eight (48) hours' notice prior to the closure. Any deviation from the contract documents or the requirements of the FDOT Roadway and Traffic Design Standards, such as construction zone signing, barricades, warning devices, temporary striping, flagmen, etc., must be approved by the JEA. The JEA shall be notified and approval shall be obtained forty-eight (48) hours in advance of such deviation.

Payment for all work required for maintenance of traffic, not provided for as a specific pay item, including, but not limited to, Temporary Pavement, Flagmen, lighting, etc., shall NOT be paid for separately but included in the associated line item.

30. TRAFFIC SIGNAGE

Costs incurred by the Company to provide new signage and pavement markers, or remove and replace existing signage as necessary to accomplish the work shall not be paid for separately but shall be merged with the cost of the associated item of work. Damaged signage shall be replaced with new signage. All signage and pavement markers shall be in accordance with the drawings and FDOT requirements.

31. UTILITY POLE HOLDING / SUSPENDING

Holding or suspending of utility poles including power poles and telephone poles as needed, and when trenching or excavating is within a horizontal distance from the pole that is less than the depth of the trenching or excavation. Work shall include, but not limited to, furnishing of all material, labor, supervision, tools, and equipment as required to hold/suspend utility poles. The Company must coordinate any utility pole holding/suspending with JEA. The Company shall schedule a meeting with the JEA Electrical representative in the field to discuss the anticipated work. A minimum of two (2) days' notice for the field meeting is required. The actual pole hold work will be scheduled at the field meeting.

No separate pay item will be made for this work and all costs shall be included to the associated work item unit cost as indicated in the Bid Form.

32. DEWATERING

If the Company encounters groundwater, the Company shall be responsible for utilizing a dewatering system(s) to remove water from the excavations. If the above requirements are not followed, the Company shall be held liable for any fines and/or violations incurred by JEA.

33. DRAINAGE ALONG RIGHT OF WAY AND UTILITY EASEMENT

The Company shall so conduct its operations and maintain the Work in such condition that adequate drainage shall be in effect at all times. The Company shall not obstruct existing gutters, ditches and other runoff facilities.

34. RESPONSIBLE BIDDERS LIST (RBL) GC-11 LOCATE LINE VERIFICATION

Upon request by JEA, Company shall identify which subcontractor on JEA's RBL GC-11 Locate Line Verification listing will be utilized for the installation of locate wire on PVC piping. The Company may obtain a list of prequalified persons and/or companies by contacting the JEA Procurement Bid Office, 21 W. Church Street, Customer Center 1st Floor – Room 002, Jacksonville, FL 32202, (904) 665-6740, or by fax (904) 665-7294, or online at JEA.com.

35. TRAFFIC SIGNAGE

Costs incurred by the Company to provide new signage and pavement markers, or remove and replace existing signage as necessary to accomplish the work shall not be paid for separately but shall be merged with the cost of the associated item of work. Damaged signage shall be replaced with new signage. All signage and pavement markers shall be in accordance with the drawings, FDOT requirements and City Traffic Engineer's requirements.

36. US17-FDOT/COJ COUNTY PAVEMENT MARKING REQUIREMENTS

Pavement markings should be placed as shown on the plans and detail sheets. If no specific striping comments are noted on the drawings, the Contractor shall replace damaged/removed striping due to construction activities with like striping and/or reflectors.

- a. Any required temporary markings must be in place before opening lanes of traffic. Pay items for temporary pavement markings are to be included in the tabulation of quantities.
- b. The removal of existing pavement markings will be considered an incidental item with no additional compensation provided.
- c. All permanent pavement markings shall be extruded thermoplastic and meet current FDOT/COJ standard specifications, latest edition.
- d. Thermoplastic pavement markings are to be placed no sooner than thirty (30) calendar days after the completion of the final pavement layer.

- e. A bituminous reflective pavement marker (RPM) adhesive meeting current City of Jacksonville and/or FDOT specifications shall be used on asphalt roadways.
- f. The contractor shall use 4" x4" CLASS –B reflective pavement markers (RPMs) installed to meet current FDOT standard specifications. Acceptable examples are: Ennis Paint co., Model 911; Ray-O-Lite, Model AA-ARCII-FH; Apex, 921AR.
- g. Reflective pavement markers that do not conflict with permanent (thermoplastic) markings shall be placed on all final asphaltic concrete surfaces immediately after the temporary permanent striping is in place.
- h. The contractor SHALL contact the FDOT Inspector forty-eight (48) hours PRIOR to installing any pavement markings on any FDOT roadway or street or COJ Pavement Marking Inspector (904) 387-8861.
- i. Refer to index 17346 from FDOT Design Standards for FDOT Pavement Repairs and Markings

37. SWALE AND DITCH CONTRUCTION/REGRADING

The Contractor shall regrade all existing swales and ditches as necessary to restore the swales and ditches to their original (or better) condition. No separate payment shall be made for regarding or construction of new drainage ditches as required for restoration, but shall be included in the Bid Document for roadway paving replacement. Payment for sodding of swales and ditches will be separate.

38. TEMPORARY MAILBOX REMOVAL/RELOCATION

Contractor shall remove and temporarily relocate any mailboxes that are in conflict with construction for that working day. All mailboxes removed/relocated shall be reinstalled by the end of that work day. It is the contractor's responsibility to protect all mailboxes from damage during construction. Damage to any mailboxes during construction will be replaced at the Contractor's expense. All costs associated with temporary relocating mailboxes shall not be paid for separately but shall be incorporated in the associated line item work.

39. PREVENTION. CONTROL AND ABATEMENT OF EROSION AND SILTATION

The Company shall take steps and make suitable provisions to minimize siltation and erosion of waterways that may result from its operation during the course of construction.

The Company shall make suitable arrangements, which may require the temporary construction of flumes, boxes, or some other device(s), at the Work Location for the drainage and disposal of water. The Company shall be responsible for protecting adjacent property to the Work Location from damage by water resulting from its operations. The Work Location shall be returned to its original condition to the satisfaction of JEA.

The Company is cautioned that execution or maintenance that creates turbidity and that directly or indirectly affects the water quality of any waterway into which storm water is discharged in such a manner as to exceed the limitations prescribed in the Florida Administrative Code, is a violation of the water quality standards of the State of Florida.

Turbidity shall not exceed 29 NTU's, above background level within 100' of the construction activity. Costs incurred by the Company for compliance to the restrictions outlined above shall be included in the cost of the items for which the turbidity control is required, unless a separate line item is included in the Bid Document for turbidity control. Silt barriers shall be used at all waterway crossings or at any time during construction that siltation or erosion may occur. The Company shall submit to the JEA Engineer, for written approval prior to construction, the method to be used to control the turbidity. The JEA Engineer's approval of the method to be used in no way relieves the Company of the liability in case of a citation against JEA.

40. GENERAL CONDITIONS/SPECIAL CONDITIONS

The line item shown on the Bid Form titled "General/Special Conditions Lump Sum Price" shall be used for general and special expenses which do not appear as separate line items on the Bid Form, including, but not limited to, costs and expenses related to the following:

- The execution and recording of the Payment and Performance Bonds
- Safety requirements
- Quality Control
- Preparation of daily reports
- Maintenance of traffic
- Attendance of meetings, project scheduling
- Testing (if not included elsewhere)

Except as provided below for expenses related to Bonds and Surveying, JEA's payment for the General/Special Conditions line item shall be based upon the percentage of Work completed.

Bonds - Company will be permitted to invoice JEA, in its first payment application, for the costs associated with the execution and recording of the Payment and Performance Bonds. The amount paid by JEA for the Payment and Performance Bonds will be deducted from the General/Special Conditions line item total.

Surveying – Prior to construction, the Company will be permitted to invoice JEA for costs associated with the survey of the existing roadway horizontal alignment. The amount paid by JEA for these costs will be deducted from the General/Special Conditions line item total.

SWA - In the event that JEA authorizes changes to the Work under a Supplemental Work Authorization (SWA), the amount of the Bid Form line item for SWA Allowance will not be increased unless the total value of all SWA Work exceeds the original SWA Allowance provided on the Bid Form.

41. PERMITS AND PLAN APPROVALS

COJ 10-set approval of plans w/ Letter of approval

The Contractor must obtain a Notice of Intent to Use Noticed General Permit for Short Term Construction Dewatering (Form 40C-22-0590-1) prior to the commencement of any dewatering. As part of the permit, a Notice to District of Dewatering Activity (Form RDS-50) must be submitted to the SJRWMD ten days before commencement of dewatering.

Contractor shall comply with all requirements and conditions of the JEA Permit for Construction of Reclaimed Water Main.

Contractor is responsible for obtaining COJ Right-of-Way (ROW) Permit prior to construction. The COJ plan approval letter along with a set of the approved plans will be made available to the contractor to obtain the ROW Permit.

42. PROJECT OUTREACH MEETINGS

The Company's project manager, superintendent and customer satisfaction representative for this Work shall be required to attend JEA project outreach meetings including potential "Town Meetings" scheduled through JEA Project Outreach or the COJ Public Works Department.

43. CONTRACTOR EQUIPMENT IN RESIDENTIAL AREA

It is the design intent to place the proposed reclaimed water main out of the pavement in the grassed area between edge of pavement and right-of-way line. The Contractor is responsible for protecting sidewalks, curb and gutter and asphalt by placing plywood or other applicable procedures for the machinery to operate.

All heavy equipment (excavator, front end loaders, directional drilling rigs, etc.) shall be sized for a residential setting. Excavators shall be rubber tired unless approved by JEA representative. The bucket on the excavator shall be no greater than 30 inches wide to minimize the risk of disturbing surrounding utilities, sidewalks, curb and gutters, etc...

44. PHASING

Any Case IX and/or X pavement repair shall be completed within 10 calendar days or when 500LF of roadway is disturbed after completion of the utility installation. All mobilization/demobilization required for rework/regrading of limerock base, dust control, including asphalt paving shall not be paid for separately but shall be included in the cost of the associated items in the Bid Form.

45. NPDES PERMIT CONFORMANCE

The Company shall comply with the State of Florida Department of Environmental Protection (FDEP) Document No. 62-621-300(4)(a). A copy may be downloaded via internet at http://www.dep.state.fl.us/water/stormwater/npdes/permits_forms.htm and is also attached to this section.

The NPDES permit program requires that if the construction activities disturb an acre or greater of land, then the Company must submit the Notice of Intent (NOI) to use the Generic Permit for Stormwater Discharge from Large and Small Construction Activities, FDEP Form No. 62-621.300(4)(b). By applying for the Generic Permit, the Company is certifying that it will develop and implement a Stormwater Pollution Prevention Plan (SWPPP) specifically designed for each construction site. Also involved are certain certifications, notifications, inspections and record keeping activities. The SWPPP and the weekly inspection reports are required to be kept at the project site and available for review upon request.

The SWPPP must be prepared and certified by the Company prior to commencement of construction. The NOI will be initiated by the Company (DEP Document No. 62-621.300(4)(b)) and forwarded to the FDEP and related fee with courtesy copy to JEA (attention: Environmental Services, 21 W. Church Street, Tower 8).

The Company shall also comply with the City of Jacksonville Ordinance 98-994-E. A SWPPP plan that meets the minimum erosion and sedimentation control measures required by the City of Jacksonville may be included in the Construction Drawings. However, the Company is responsible for providing a SWPPP that will adhere to the requirements delineated in DEP Document No. 62-621.300(4)(a). This may require amendment or provision of additional information and controls to the SWPPP included in the Drawings. No separate payment shall be made for a SWPPP and its implementation, but all associated costs shall be included in the associated item of work in the Bid Form.

The Company shall obtain all other applicable local, state, and federal permits. It is unlawful to have any discharges that are not composed entirely of stormwater (except discharges pursuant to a NPDES permit) to the Municipal Separate Stormwater System (MS4). Only non-contaminated water/non-turbid water shall be transported through the MS4. Groundwater discharge (approved by the Florida Department of Environmental Protection pursuant to 62-621.300(2)) from dewatering activities may be routed into the stormwater system, drainage ditch, creek, river or wetland providing that erosion, and transportation of suspended solids to the system is prevented. If unanticipated contaminated soil or contaminated groundwater is encountered, the dewatering activity shall cease immediately, and the Company shall contact the JEA Engineer and also FDEP at (904) 807-3300 and.

The Company must complete Notice of Termination (NOT) (DEP Doc. No. 62-621.300(6), F.A.C.) within one (1) week of final site stabilization with courtesy copy to JEA (attention: Environmental Services, 21 W. Church Street, Tower 8). The Company shall also provide copies of NOT to JEA Engineer with final payment and construction close-out documents.

A copy of NPDES Forms and Checklist are attached to this section.

JEA will reject any and all invoices and Application for Payments unless JEA receives a copy of the Company's NOI and NOT that were forwarded to the FDEP. In addition, if the above requirements are not followed, the Company shall be held liable for any fines and/or violations incurred by JEA.

46. UPDATED AS BUILTS

Upon submission of each payment application, Company shall furnish to the JEA Engineer a photocopy "redline" set of drawings identifying those field changes made to the Work to date, along with a photocopy set of the associated field notes. Revisions and recording of information on the photocopy set of drawings shall be done in scale in red ink clearly and accurately identifying those changes in the Work by a competent drafter. All "As-Built" information shall be recorded and kept current during the progress of the Work. The JEA Engineer may review and comment on the drawings which shall be incorporated into the next month's as-built submittal. Failure to incorporate changes the following month may result in denial of pay application request. These requirements only supplement the requirements of the General Conditions.

When the payment of application submitted includes associated items of final restoration for a project, or a portion of the project thereof, then the associated final as-builts shall be submitted as a "redline" marked photocopy set of drawings for that pay period. The Project Engineer may review and comment on the drawings with the view toward final as-built submittal. The subsequent month submittal made with the

payment application shall incorporate a photocopy set of CADD drawing final as-builts. The JEA Engineer shall review and comment on the photocopy set of CADD drawings which shall be incorporated into the final as-built submittal. These requirements only supplement the requirements of the General Conditions.

47. JEA COMPANY / SUBCONTRACTOR SAFETY REQUIREMENTS

Bidder shall be approved as JEA Safety Qualified within ten (10) business days of receiving written notice from the JEA Bid Office that it is the lowest responsive and responsible Bidder. If the Bidder fails to obtain JEA approval as a JEA Safety Qualified company by 4:00 PM Eastern Time on the 10th business day, JEA will reject the company's Bid, and proceed to Award to the next lowest responsive and responsible Bidder.

JEA Safety Qualification information is available online at jea.com. Please note that it may take up to five (5) business days for a company to be approved as JEA Safety Qualified. It is the Bidder's responsibility to ensure it is JEA Safety Qualified. A list of the JEA's Safety Qualified vendors can be found on jea.com.

For additional information, contact Jerry Fulop, JEA, T-3 21 W. Church Street, Jacksonville, FL 32202, (904) 665-5810, e-mail: fuloje@jea.com

Company agrees to abide by all JEA's Safety Rules and Regulations in accordance with JEA Company Safety Requirement. In addition, ALL Company employees will be required to attend and successfully complete Company's orientation and supervisor's training at Company's expense prior to the start of any work activities. This is a condition of employment for Company and Subcontractors who perform work for JEA. There will be at least two (2) categories of training mandated. 1) Orientation and 2) Supervisor.

ORIENTATION - Required one day training class for ALL personnel working at JEA's sites. Acceptable training will be EITHER attendance at an OSHA 10 hour class or the NCCER (National Center for Construction Education and Research) 8 hour Orientation. Cards must be provided for proof. Company personnel utilizing the OSHA 10 Hour class must also attend the JEA 2-Hour Operation specific training. This training must be completed prior to starting work on a JEA job site.

SUPERVISOR - Orientation and the JEA Safety Leadership Development (SLD) Class. This requirement is for ALL employees paid as a foreman, general foreman, superintendent or any employee that will direct or may be expected to direct work.

NOTE: OSHA ten (10) hour classes are available from the following: Trained and Certified OSHA Instructors, Consultants, Safety Councils, etc. Other training mandated by JEA has been developed and approved by the NCCER. This training will be available from Certified Master Instructors, JEA, Northeast Florida Safety Council or other approved sources and will be tracked in the form of an individual transcript for each employee by NCCER.

Company may request exemption for specialty work based on task to be performed, hazard involved, and duration of work.