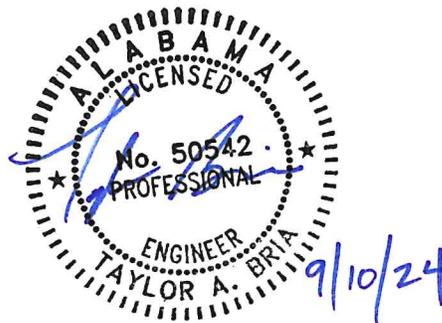


**THE SHELBY COUNTY COMMISSION
SPECIFICATIONS - CONTRACTUAL DOCUMENTS
NORTH-SOUTH CONNECTOR
PHASE 1**

**This Project is being supported, in whole or in part,
by federal award number SLFRP0346 awarded to
the Shelby County Commission by the
U.S. Department of the Treasury**



**PREPARED BY
MUNICIPAL CONSULTANTS, INC.
200 CENTURY PARK SOUTH, SUITE 212
BIRMINGHAM, ALABAMA**

AUGUST 2024

**THE SHELBY COUNTY COMMISSION
SPECIFICATIONS - CONTRACTUAL DOCUMENTS
NORTH-SOUTH CONNECTOR
PHASE 1**

TABLE OF CONTENTS

GENERAL

Advertisement for Bids..... i

BID DOCUMENTS

General Information for Bidders BD-1
Bid Bond BD-4
Insurance Requirements Certification BD-6
List of Material Suppliers and Equipment Manufacturers BD-7
List of Subcontractors BD-8
Basis of Payment BD-9
Bid Proposal and Items of Work BD-16
Alabama Immigration Law Compliance BD-21
E-Verify Documentation and State Contractors License BD-22
Disadvantaged Business Enterprise Program DBE Subcontractor Performance Form..... BD-23
Disadvantaged Business Enterprise Program DBE Subcontractor Utilization Form BD-25
Certification Regarding Equal Employment Opportunity BD-27
Debarred Firms Certification BD-28
Contractors Certification Regarding Funding Requirements BD-30
EPA Form 6600-06 – Anti-Lobbying BD-31

CONTRACT DOCUMENTS

Notice of Award..... CD-1
Notice to Proceed CD-2
Performance Bond CD-3
Payment Bond CD-5
Certificate of Insurance CD-7
Contract Agreement CD-8

SPECIAL PROVISIONS

Starting and Completion Time and Liquidated Damages SP-1
Standard of Quality for Base Bid SP-3
Basis of Award SP-4
Source of Funding SP-6
Application for Tax Certificate of Exemption..... SP-7

SPECIAL PROVISIONS (Continued)

Insurance Requirements SP-8
 Additional Insured (CG 20 10 11 85) SP-9
 Additional Insured (CG 20 10 10 01) SP-10
 Additional Insured (CG 20 37 10 01) SP-11
 Waiver of Transfer of Rights of Recovery Against Other to Us (CG 24 04 10 93) ... SP-12
 Waiver of Transfer of Rights of Recovery Against Other to Us (CG 24 04 05 09) ... SP-13
Owner Approved Material Suppliers and Equipment Manufacturers SP-14
Consent of Surety, Release of Liens, and Payment of Debts and Claims SP-15
Contractor’s Affidavit of Release of Liens, and Payment of Debts and Claims (Form)... SP-16
Consent of Surety to Final Payment (Form) SP-17
Federal Requirements for Federally Funded Projects SP-18
Davis Bacon ACT Certification SP-19
Davis Bacon Wage Rate SP-20

GENERAL SPECIFICATIONS

Definition of Terms G-1
Proposal Requirements and Conditions G-4
Award and Execution of Contract..... G-8
Scope of Work..... G-10
Control of Work..... G-12
Control of Materials G-26
Legal Relations and Responsibilities to Public..... G-28
Prosecution and Progress G-40
Project Completion G-49
Warranty and Guarantees..... G-52

SUPPLEMENTAL GENERAL CONDITIONS

ADEM Supplemental General Conditions
FHWA-1273 Required Contract Provisions: Federal-Aid Construction Contracts

STANDARD SPECIFICATIONS

Sitework, Excavation, and Earthwork..... S-1
Concrete S-13
Pipe Materials S-25
Installation of Pressure Pipe..... S-37
Grassing S-42
Pavement, Gravel, and Concrete Surfaces..... S-46
Horizontal Directional Drilling (HDD) S-50
Fencing S-60

GENERAL

ADVERTISEMENT FOR BIDS

Sealed proposals for the construction of **North-South Connector Phase 1** will be received by Shelby County, Alabama (Owner) in the Commission Chambers located in the County Administration Building at 200 West College Street, Columbiana, AL, until **2:00 PM**, the prevailing time, on **October 17, 2024**. The bid is comprised of the following principal items and approximate quantities:

28,600 LF of 36" DI Watermain
Miscellaneous Appurtenances and Work

Plans and Specifications may be inspected at the Shelby County Water Services office at 10927 US Highway 280, Sterrett, AL and Municipal Consultants, Inc. in Birmingham, Alabama and they may be obtained from the office of Municipal Consultants, Inc., 200 Century Park South, Suite 212, Birmingham, Alabama 35226, upon payment of **\$150**. Cost of plans and specifications are non-refundable.

All Bidders must be responsible, meeting the criteria and requirements set forth in the specification documents. Prequalification of Bidders is not required.

This project is considered a "Public Works" project and is governed by competitive bid laws as contained in Title 39 of the Alabama Code. Bidders, subcontractors, suppliers, and Bond Agents should be familiar with this code.

The Owner reserves the right to reject any or all proposals and to waive technicalities. No Bidder may withdraw his bid within sixty days from the date set for receiving of the same. There will be a **non-mandatory Pre-Bid Conference** for this Project in the Commission Chambers at 200 West College Street, Columbiana, AL, at **2:00 PM** on **October 8, 2024**.

This project is governed by the applicable bid laws and practices of the State of Alabama.

By: Chad Scroggins

Title: County Manager

MUNICIPAL CONSULTANTS, INC.
Consulting Engineers
200 Century Park South
Suite 212
Birmingham, AL 35226

BID DOCUMENTS

GENERAL INFORMATION FOR BIDDERS

BIDS will be received by the Shelby County Commission (herein called the "OWNER"), in the Commission Chambers located in the Shelby County Administration Building at 200 West College Street, Columbiana, Alabama until **2:00 p.m.**, the prevailing time, on **October 17, 2024**, and then at said office publicly opened and read aloud.

Each BID must be submitted in a sealed envelope, addressed to the Shelby County Commission, Attn Chief Financial Officer, 200 West College Street, Room 125 Columbiana, Alabama 35051. Each sealed envelope containing a BID must be plainly marked on the outside as BID for **North-South Connector Phase 1** and the envelope should bear on the outside the name of the BIDDER, his address, his license number and the name of the Project for which the BID is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER at the Shelby County Commission, Attn Chief Financial Officer, 200 West College Street, Room 125 Columbiana, Alabama 35051

All BIDS must be made on the required BID form with the entire bound documents intact. All blank spaces for BID prices must be filled in, in ink, or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required. A copy of the BIDDER'S State Contractor's License for the state in which the work will be performed must be attached to the BID DOCUMENTS.

The OWNER may waive any informalities or minor defects or reject any or all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof or after the Notice of Award is transmitted to the BIDDER, provided the Award is made within the 60 days herein described. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the Drawings and Specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the Contract.

Each BID must be accompanied by a BID BOND payable to the OWNER in the amount described in the General Specifications. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsible BIDDERS. When

the Agreement is executed, the BONDS of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the payment BOND and performance BOND have been executed and approved, after which it will be returned. A cashier's check may be used in lieu of a BID BOND as described in the General Specifications.

A performance BOND and a payment BOND, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the Contract and as provided in the General Specifications.

Attorneys-in-fact who sign BID BONDS or payment BONDS and performance BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

The party to whom the Contract is awarded will be required to execute the Agreement and obtain the performance BOND and payment BOND within fifteen (15) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his option consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within fifteen (15) days of receipt of acceptable performance BOND, payment BOND and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within a reasonable time frame of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within a reasonable time frame or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted. The OWNER reserves the right to reject any BID that is submitted by a BIDDER that is determined by the OWNER to not be a responsible BIDDER or whose BID proposal is not responsive. In determining whether a BIDDER or BID is responsible and/or responsive, the OWNER reserves the right to also request and consider the following factors in Section III.2 of the General Specifications and/or the Special Provisions (if applicable).

Award will be made in concurrence with the Special Provisions "Award of Contract", the General Specifications, and any Supplemental General Conditions.

All applicable laws, ordinances, and the rules and regulations of all authorities having

jurisdiction over construction of the PROJECT shall apply to the Contract throughout.

Each BIDDER is responsible for thoroughly inspecting the site and for reading and being thoroughly familiar with all the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way whatsoever relieve any BIDDER from any obligation in respect to his BID.

Further, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provision of the equal opportunity clause set forth in these Specifications if included herein.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when requested to do so by the OWNER in addition to those required in the Bid Documents. Either the act of not providing the names required with the submittal of the Bid Documents or the act of not providing such additional names that may be requested after Bids are received, will be grounds for the OWNER to disqualify the BIDDER for not being responsive.

This project is considered a "Public Works" project and is governed by competitive bid laws as contained in Title 39 (1997) of the Alabama Code. Bidders, subcontractors, suppliers, and Bond Agents should be familiar with this code.

A **non-mandatory Pre-Bid conference** for prospective BIDDERS will be held on **October 8, 2024, at 2:00 p.m.** in the Commission Chambers at 200 West College Street, Columbiana, AL. It shall be the responsibility of the bidders to have a thorough understanding of the plans, specifications, and other contract documents and to include all costs in their bids for fully complying with all requirements.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
_____ as Principal, and _____ as
Surety, are hereby held and firmly bound unto Shelby County Commission as OWNER in
the penal sum of _____ for the payment of which,
well and truly to be made, we hereby jointly and severally bind ourselves, successors and
assigns. Signed, this _____ day of _____, 20____. The Condition of the above
obligation is such that whereas the Principal has submitted to the Owner a certain BID,
attached hereto and hereby made a part hereof to enter into a contract in writing, for the
North-South Connector Phase 1.

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void. Otherwise, the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the amount that is allowed by Alabama Code, Title 39 (1997) for Public Works projects.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety

and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (L.S.)

Surety

By: _____

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

**THE SHELBY COUNTY COMMISSION
SPECIFICATIONS - CONTRACTUAL DOCUMENTS
NORTH-SOUTH CONNECTOR
PHASE 1**

INSURANCE REQUIREMENTS CERTIFICATION

The Contractor selected for the Project will be required to provide insurance in full accordance with all the requirements of the Specifications. See the sections pertaining to insurance in the Special Provisions and in the General Specifications. Bidders shall ensure that if awarded the Project, the insurance provided will be in full accordance with all these requirements. This includes the exact endorsements and coverages as listed. No exceptions will be allowed.

The Bidder hereby certifies that he has provided all insurance requirements to his insurance provider for their careful review and pricing, and has verified that if his bid is accepted, all the insurance required by the Specifications, including the exact endorsements and coverages, will be provided. The Contractor also certifies that if the Contractor's current insurance provider will not provide the insurance required by the Specifications, then the Bidder has located another insurance provider for the Project that will issue insurance for the Project in full accordance with all requirements of the Specifications.

Finally, the Contractor certifies that he has included all costs necessary in his Bid to provide all insurance in full accordance with all the Specifications.

Contractor _____

By _____

Date _____

LIST OF MATERIAL SUPPLIERS AND EQUIPMENT MANUFACTURERS

The base Material Supplier or Equipment Manufacturer is listed in bold directly to the right of the type of material or equipment.

<u>Equipment or Material</u>	<u>Name of Supplier or Manufacturer</u>
Ductile Iron Pipe	U.S. Pipe, American, McWane <hr/>
Ductile Iron Fittings	<hr/>
Butterfly Valves	<hr/>
Resilient Seated Gate Valves	<hr/>
Air Relief Valves: Types "B" and "C"	GA Industries, or Equal <hr/>
Air Relief Valves: Type "A"	GA Industries, or Equal <hr/>

The Bidder further certifies that if his bid is accepted, the base Material Suppliers and Equipment Manufacturers he has indicated herein will be awarded contracts for supply of their products unless deductive alternates are provided as specified herein and approved by the Owner. The Bidder further certifies that deductive alternate Material Suppliers and Equipment Manufacturers he has properly indicated that are approved by the Owner will be awarded contracts for supply of their products.

Contractor _____

By _____

Date _____

**THE SHELBY COUNTY COMMISSION
SPECIFICATIONS - CONTRACTUAL DOCUMENTS
NORTH-SOUTH CONNECTOR
PHASE 1**

LIST OF SUBCONTRACTORS

Contractors submitting a proposal are required to list in the spaces provided the name of each of the subcontractors they will use if awarded the Contract. No substitutions will be allowed without approval of the Owner. The Bidder shall list the names of major subcontractors. If all the information is not provided with the bid, this will be grounds for the Owner to disqualify the Bidder for not being responsive.

<u>ITEM OF WORK</u>	<u>SUBCONTRACTOR NAME</u>
<u>Paving</u>	_____
<u>Horizontal Directional</u>	_____
<u>Drilling</u>	_____
_____	_____

Note: If the Contractor will not use a subcontractor for an Item of Work, he shall write "None" in the blank for the Subcontractor for that Item of Work.

If the Bidder does not write in the name of a Subcontractor, he shall submit with his bid detailed evidence satisfactory to the Engineer that he has sufficient personnel experienced in that trade on his full time staff to perform that item of work on this project. Failure to submit such satisfactory evidence with the Bid, or the submission of inaccurate, misleading, or incorrect information, will be grounds for the Owner to disqualify the Bidder for not being responsive.

The Bidder certifies that if his bid is accepted, the above subcontracting firms or businesses will be awarded subcontracts for the above portions of the work.

Contractor _____

By _____

Date _____

**THE SHELBY COUNTY COMMISSION
SPECIFICATIONS - CONTRACTUAL DOCUMENTS
NORTH-SOUTH CONNECTOR
PHASE 1**

BASIS OF PAYMENT

BASE BID

For unit price items, the quantities shown in the “Items of Work” reflect estimates. The actual quantities will be adjusted during construction to reflect the conditions encountered, or other changes, or Owner preferences. Inasmuch as the actual quantities may vary considerably from the quantities listed in the schedule or shown on the drawings, the bidders shall insert prices that represent his actual costs. The Contractor shall not be paid an amount higher than he bids.

The cost of all work required for the project shall be included in the “Items of Work” listed for the project.

The Contract Unit or Lump Sum Bid Amounts shall be payment in full for furnishing all resources (materials, labor, equipment, etc.) necessary to install and complete each portion of the project in complete accordance with the requirements of the Plans and Specification-Contractual Documents. The Contract Bid Amounts shall include the cost of completing all work described under each bid item description and all necessary incidental work not included or listed as a separate bid item. Incidental work may include, but not be limited to, all necessary excavation (earth or rock), backfilling (earth or stone), demolition, sheeting, shoring, piling, bracing, bypass pumping, dewatering, well pointing, clearing, grubbing, erosion control, locating all utilities and existing piping, repairing or replacing damaged facilities, restoration, grassing, disposal of excess materials, traffic/pedestrian control in accordance with the regulations of all authorities or agencies having jurisdiction over the work areas, permit compliance, and all other miscellaneous tasks necessary to fully complete the projects, etc. The quantities actually required may be significantly more or less than the quantities shown. **The Contractor will be paid for only the quantities actually and properly installed, and approved for payment. The Contractor shall be paid only the price he bids for each item regardless of the conditions encountered, the quantity actually required, or the unit price.**

ITEMS 1 THROUGH 2 - DUCTILE IRON SLIP JOINT OR RESTRAINED JOINT PIPE

The Contract Unit Price per linear foot shall be payment in full for the furnishing of all labor, machinery, equipment and materials to install the ductile iron pipe. Unit Price Bid shall include but not be limited to backfill, crushed stone backfill for drives and paved areas or as required by drawings, backfilling with special subgrade material where rock or unstable subgrade material is encountered and removed, pipe bracing as required, dewatering, sheeting and bracing, the compaction of ditches, grassing, clean-up, clearing and grubbing of ROW, removal of debris and excess materials, replacing any property damaged, paying all fees, furnishing bonds, handling and repairing existing utilities and storm drains, additional backfill

including bedding required for trenches, surveying and marking right-of-ways and easements, and all incidentals required to provide complete and operating facilities in accordance with the Plans, Specifications and Contract Documents. Rock removal shall be included in this item.

ITEMS 3 THROUGH 4 - VALVES

The Contract Unit Price Bid per each shall be payment in full for the furnishing of all labor, machinery, equipment, materials, and all incidentals necessary and required to install valves with valve boxes. This item shall include, but not be limited to: valve, valve box, concrete slab, valve pad, and nameplate or concrete donut (whichever is required by detail), bracing, and all incidentals necessary and required to complete the work per the Plans and Specifications and to the satisfaction of the Owner and Engineer. Restraining glands (i.e. mega-lugs) for mechanical joint valves shall be included in this item. If called for, tapping valves and flushing assembly valves shall be included in their respective connection items.

ITEM 5 - MECHANICAL JOINT DUCTILE IRON FITTINGS, ALL SIZES

The Contract Unit Price Bid per ton shall be payment in full for the furnishing of all labor, machinery, equipment, materials, and all incidentals necessary and required to install ductile iron fittings on water mains where indicated, specified, or required by the Engineer. Unauthorized fittings will not be paid for. Fittings shall have mechanical joints with glands as specified in Plans and Specifications. Restraining glands (i.e. mega-lugs) for mechanical joint fittings shall be included in this item. Payment will be made on invoice weights of the base fitting excluding the weight of all accessories (glands, bolts, gaskets, etc.). This item shall include all incidentals associated with this work.

ITEM 6 - 36" RESTRAINED JOINT GASKETS

The Contract Unit Price Bid per each shall be payment in full for furnishing of all labor, machinery, equipment, materials, and all incidentals necessary and required to complete the installation of restrained joint gaskets as directed by the Engineer during construction. Restrained joint gasket installation paid under this item shall include only extra restrained joint gaskets installed during construction at the direction of the Engineer.

ITEMS 7 THROUGH 9 - AIR RELIEF, ALL TYPES SHOWN

The Contract Unit Price Bid per each shall be payment in full for the furnishing of all labor, machinery, equipment, materials, and all incidentals necessary and required to install Air Valve Assemblies as shown on the drawings. This includes, but is not limited to, all earth and rock excavation, backfill with specified material, bedding, sheeting and bracing, dewatering, removal of debris and excess material, all components, fittings, valves, piping, saddles as required, coatings, manhole, and all other accessories and all incidentals necessary and required to complete the work to the satisfaction of the Owner and Engineer.

ITEM 10 - 8" PVC DRAIN FOR AIR RELIEF

The Contract Unit Price Bid per linear foot shall be payment in full for the furnishing of all labor and materials to install 8" PVC drain for Type "C" Air Relief on grade and as shown on the drawings. This includes all components including headwall and connection to manhole.

ITEMS 11 - FLUSHING ASSEMBLIES, COMPLETE

The Contract Unit Price per each shall be payment in full for the furnishing of all labor, materials, equipment, and all incidentals necessary to complete the flushing outlet in complete accordance with the plans and specifications. This shall include the mainline tee, piping, thrust blocks on pipe, valves, and supports. The concrete anchor/thrust block on main lines shall be paid under another pay item.

ITEM 12 - CONCRETE THRUST COLLARS AND PIPE ANCHORS, ALL SIZES

The Contract Unit Price Bid per each shall be payment in full for the furnishing of all labor, equipment, materials and incidentals to install concrete thrust collars or pipe anchors on the water main where indicated on the drawings, specified or required by the Engineer. The cost shall include the continuous welded thrust ring where applicable, reinforcing steel and concrete forming.

ITEM 13 - UNREINFORCED CONCRETE THRUST BLOCK

The Contract Unit Price per each shall be payment in full for the furnishing of all labor, materials, equipment, and all incidentals necessary to complete the required thrust block on 18" and larger mainline in complete accordance with the Plans, Specifications, and Contract Documents.

ITEM 14 - RIP-RAP DITCH CHECKS

The Contract Unit Price Bid shall be payment in full for the furnishing of all labor and materials to construct rip-rap ditch checks as shown on drawings, or as required by Engineer.

ITEM 15 - POLYETHYLENE ENCASEMENT FOR DUCTILE IRON PIPE, ALL SIZES

The Contract Unit Price Bid per lineal foot shall be payment in full for the furnishing of all labor and materials to encase ductile iron pipe where required by drawings or Engineer in accordance with manufacturer's instructions. Payment shall be based on length of pipe encased.

ITEM 16 – CREEK CROSSINGS

The Contract Lump Sum Price Bid shall be payment in full for the furnishing of all labor, materials and equipment to install restrained joint ductile iron pipe by horizontal directional drilling (HDD) within the limits of the crossing as indicated on the Plans, and all incidentals necessary and required to complete the Creek Crossing. It shall include, but not be limited to, all aspects covered under the Basis of Payment for "Ductile Iron Slip Joint or Restrained Joint

Pipe”; the linear footage of restrained joint ductile iron pipe shown on the plans for this crossing, rock and earth excavation; replacing unsuitable material(s) as required; protection of existing facilities; water management during the work; and restoration of the creek bed and banks damaged due to this work. Pipe installed by HDD beyond the crossing limits shown on the drawings shall be paid at the unit price bid for restrained joint pipe. Any additional costs over the unit price shall be included in this item.

ITEMS 17 – CONNECTION TO EXISTING SYSTEM

The Contract Lump Sum Price Bid shall be payment in full for the furnishing of all labor, machinery, equipment, materials, and all incidentals necessary and required to successfully complete the connections to the existing system and proposed system, as indicated on the Plans and necessary for a complete installation. This Lump Sum Bid Price shall include, but not be limited to: For “Hot Tap” connections - tapping sleeve/saddle, tapping valves, concrete bracing, valve boxes, valve pad and nameplates or concrete donut (whichever is required by detail), labor and materials for “Hot” tapping existing line, testing, disinfecting, all piping and appurtenances necessary and required that do not have a unit price established in this Contract; For “cut-in” connections - all piping, valves, and appurtenances necessary and required that do not have a unit price established in this Contract; and for all types of connections - thrust collars, temporary piping and valves, temporary plugs, complete coordination with Owner, Engineer, and any Authority with jurisdiction over the work areas. Valves, fire hydrant assemblies and authorized fittings shall be paid for under different pay items if there is a unit price established in this basis of payment for the item. If no unit price is established herein then it shall be included in this item.

ITEMS 18 – 24” BRANCH ASSEMBLY, COMPLETE

The Contract Unit Price per each shall be payment in full for the furnishing of all labor, materials, equipment, and all incidentals necessary to complete the 24” branch assembly in complete accordance with the plans and specifications. This shall include the 24” ductile iron class 250 pipe, 24” ductile iron mechanical joint fittings, 24” gate valve, valve box, valve pad and nameplate or concrete donut (whichever is required by detail), thrust blocks on pipe, valves, and supports, rock removal, backfilling, bracing with concrete, rodding as required, and all incidentals required by the Plans and Specifications. The 36” by 24” mainline tee will be paid for under this lump sum bid item. The concrete anchor/thrust block on main lines shall be paid under another pay item.

ITEMS 19 – 16” BRANCH AND HYDRANT ASSEMBLY, COMPLETE

The Contract Unit Price per each shall be payment in full for the furnishing of all labor, materials, equipment, and all incidentals necessary to complete the 16” branch and hydrant assembly in complete accordance with the plans and specifications. This shall include the 16” ductile iron class 250 pipe, 16” ductile iron mechanical joint fittings, 16” gate valve, valve box, valve pad and nameplate or concrete donut (whichever is required by detail), thrust blocks on pipe, valves, and supports, hydrant trenching, rock removal, backfilling, hydrant, hydrant gate valve and valve box, valve pad and nameplate or concrete donut (whichever is required by

detail), piping, anchor couplings, bracing with concrete, rodding as required, slag drain, painting, depth of bury heights as needed, and all incidentals required by the Plans and Specifications. The 36" by 16" mainline tee will be paid for under this lump sum bid item. The concrete anchor/thrust block on main lines shall be paid under another pay item.

ITEM 20 - CRUSHED STONE, EXTRA

The Contract Unit Price per cubic yard shall be payment in full for the furnishing of all labor, materials, equipment, and all incidentals necessary to complete any required crushed stone placement and compaction to 95% standard proctor density which is not outlined, specified, or shown in the Plans, Specifications, and Contract Documents but is identified by Owner or Engineer after the start of construction. Crush stone placement as required on the plans or specifications will be included by the Contractor in other items. Payment is based on stone in place in its final position.

ITEM 21 – RIP RAP, EXTRA

The Contract Unit Price per ton in place shall be payment in full for furnishing of all labor, materials, equipment and all incidentals necessary to complete the installation of Class 2 rip-rap as directed by the Engineer during construction. This item does not include rip rap shown or inferred from the drawings or included as part of the contractor's BMP installation and maintenance. The cost of which shall be included in other items. Rip-rap placement paid under this item shall include only extra rip-rap placed during construction at the direction of the Engineer. This shall include but not be limited to supplying and placing the rip-rap and all necessary excavation. Tonnage shall be measured from certified invoices from the material supplier.

ITEM 22 - CLASS "B" CONCRETE, EXTRA

The Contract Unit Price per cubic yard shall be payment in full for the furnishing of all labor, materials, equipment, and all incidentals necessary to complete any required Class "B" Concrete placement which is not outlined, specified, or shown in the Plans, Specifications, and Contract Documents but is identified by Owner or Engineer after the start of construction. Class "B" Concrete placement as required on the plans or specifications will be included by the Contractor in other items.

ITEM 23 – ASPHALT PAVEMENT REPLACEMENT FOR OPEN CUT

The Contract Unit Price Bid per square yard shall be payment in full for the furnishing of all labor, machinery, equipment, materials, and all incidentals necessary and required for preparing and replacing pavement removed from roads, driveways, and other paved areas. These items shall include all incidentals necessary and required to complete this work. Measurement for asphalt and concrete pavement replacement shall be per square yard as measured by the Engineer in the field. All paving widths shall be coordinated and approved by the Engineer before saw cutting. Anything beyond the approved widths will be the

responsibility of the Contractor with no pay allowed. No extra payment will be made for pavement replacement required for reasons other than open trench pipe installation. Curb, gutter, and sidewalk replacement shall be considered incidental and included under pipe prices. Temporary patches for surfaces are not included in this item.

ITEM 24 – EROSION AND SEDIMENT CONTROL AND BEST MANAGEMENT PRACTICES

The Contract Lump Sum Price Bid shall be payment in full to furnish all labor, equipment, materials, and all incidentals necessary to complete the implementation of all erosion and sediment control and best management practices (BMP's) measures in complete accordance with the Specifications, as shown on the Drawings, Contract Documents, and requirements of NPDES permit. This item shall include procuring an NPDES permit for the site and all BMP's and erosion control measures required, including but not limited to, silt fencing, hay bale check dams, inlet and outlet protection, temporary rip rap check dams and drainage ditches, etc. and other items required for a complete installation required to comply with the NPDES permit for the site. This bid item shall also include preparing the NPDES permit documents, submitting documents, permit fees (if applicable), etc. for applying and receiving an NPDES permit for this work. Payment and measurement shall be 25 percent of lump sum price at the beginning of work, and the remainder paid as a percentage matching that of the percentage of BMP's installed for the project per the Contractor's BMP plan.

ITEM 25 - RIGHT-OF-WAY AND/OR EASEMENT CLEARING AND GRUBBING

The Contract Unit Price per Lump Sum installed shall be payment in full for all labor, materials, equipment, and all incidentals necessary to complete the required clearing and grubbing of the entire right-of-way and/or easement in accordance with the plans and specifications.

ITEM 26 - RIGHT-OF-WAY AND/OR EASEMENT RESTORATION AND GRASSING

The Contract Unit Price per linear foot of pipe installed shall be payment in full for all labor, materials, equipment, and all incidentals necessary to complete the required restoration and maintenance of the right-of-way and easement during and at the completion of the project, and grassing all the disturbed areas of the project in accordance with the plans and specifications. Payment will be made when all restoration and grassing is complete.

ITEM 27 – DITCH CROSSINGS

The Contract Unit Price Bid per each shall be payment in full for the furnishing of all labor, equipment, materials and incidentals to install ditch crossings per the "Ditch Crossing Detail" within the easement where indicated on the drawings, specified or required by the Engineer during construction.

ITEM 28 - CONCRETE MARKERS

The Contract Unit Price Bid per each shall be payment in full for the furnishing of all labor, equipment, materials and incidentals to install concrete location markers per the typical detail on the water main where indicated on the drawings, specified or required by the Engineer during construction.

ITEM 29 - ALLOWANCE FOR MOBILIZATION

The Contract Lump Sum Price shall be the cost allowed by the Owner for mobilization of Contractor's forces. The cost includes portions or all the Contractor's cost for bonds, insurance, set up of Contractor's forces and all field offices, acceptance by Engineer and Owner of schedule of payment values, and equipment and personnel movement. The price established by the Owner is an allowance for the Contractor and will be paid upon completion of mobilization.

ITEM 30 - OWNER DIRECTED ALLOWANCE FOR EXTRA WORK

This Contract Allowance is an allowance established by the Owner for Extra Work directed by the Owner during construction. Extra Work shall not include work shown or inferred from the Plans and Specifications, the cost of which shall be included in other pay items. For any element of Extra Work paid under this item, the Contractor shall submit a cost proposal to the Owner for the Extra Work. When approved by the Owner, the Contractor shall perform the work in accordance with the approved cost proposal. Cost proposals for Extra Work included under this item shall only include direct labor, equipment and materials. Overhead, extended overhead, profit, etc. shall not be paid under this item and shall be included as part of the base bid cost for other items.

ITEM 31 - START-UP AND USE OF PROJECT COMPONENTS

The Contract Lump Sum Price shall be paid for furnishing the Owner an operable and completed Project which has successfully passed all tests as specified, been approved by all authorities for use by the Owner as intended, and is put in service. This pay item includes, but is not limited to: equipment/facility testing; final adjustment; coordination with controls, instruments, telemetry, and other equipment; startup; demonstration that the equipment complies with all specifications and other related services as required to demonstrate that the project is ready for operation by the Owner. The price in this item represents an allowance that is established by the Owner and used by all contractors bidding the project. Any costs the Contractor may have above this allowance shall be included in other items. Partial payment is not allowed on this item. The cost of water required for filling of new mains, flushing, and testing shall not be the responsibility of the Contractor. Contractor shall assist Owner as required in determining amount of system water used for construction of this work.

BID

Proposal of _____ (hereinafter called "BIDDER"), organized and existing under the laws of the State of _____ doing business as _____.*

To the Shelby County Commission (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of North-South Connector Phase 1 in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, at the prices stated below, and in accordance with the "Basis of Payment" herein.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof or after the Notice of Award is transmitted to the BIDDER, provided the Award is made within the 60 days herein described. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

Upon receipt of written notice of the acceptance of this bid, BIDDER will execute the formal contract attached within fifteen (15) days and deliver a Surety Bond or Bonds as required by the General Conditions. The bid security attached is to become the property of the OWNER in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expenses to the OWNER caused there.

BIDDER hereby agrees to commence WORK under this Contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within the calendar days as specified in Section 1 of the Special Provisions. Bidder further agrees to pay as liquidated damages, the sum as specified in Section 1 of the Special Provisions for each consecutive calendar day thereafter.

* Insert "a corporation", "a partnership", or "an individual" as applicable.

BIDDER acknowledges receipt of the following ADDENDUM:

BIDDER agrees to perform all the work described in the Contract Documents for the following unit prices or lump sum:

Note: The Owner has Sales and Use Tax Exemption status under Alabama law. BIDS shall include only those taxes which are applicable based on this tax exemption status. See Special Provisions for "Application For Tax Certificate of Exemption".

ITEMS OF WORK
BID SCHEDULE

BASE BID

ITEM	QUANT	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	26,000	Linear Foot	36" D.I. Slip Joint Pipe; CL 250	\$ _____	\$ _____
2	3,500	Linear Foot	36" D.I. Restrained Joint Pipe; CL 250	\$ _____	\$ _____
3	7	Each	36" M.J. Butterfly Valves and Boxes; CL 250	\$ _____	\$ _____
4	2	Each	36" M.J. Resilient Seat Gate Valves and Boxes; CL 250	\$ _____	\$ _____
5	10	Ton	Ductile Iron Fittings, All Sizes	\$ _____	\$ _____
6	10	Each	36" Restrained Joint Gaskets	\$ _____	\$ _____
7	10	Each	Type "A" Air Relief Assembly	\$ _____	\$ _____
8	11	Each	Type "B" Air Relief Assembly	\$ _____	\$ _____
9	4	Each	Type "C" Air Relief Assembly	\$ _____	\$ _____
10	200	Linear Foot	8" PVC Drain for Type "C" Air Relief	\$ _____	\$ _____
11	6	Each	Flushing Assembly	\$ _____	\$ _____

ITEM	QUANT	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
12	15	Each	Concrete Thrust Collars and Pipe Anchors	\$ _____	\$ _____
13	20	Each	Unreinforced Concrete Thrust Block for D.I. Fittings	\$ _____	\$ _____
14	50	Each	Rip-Rap Ditch Checks	\$ _____	\$ _____
15	1,000	Linear Foot	Polyethylene Encasement for D.I. Pipe,	\$ _____	\$ _____
16	1	Lump Sum	Creek Crossing #1	\$ _____	\$ _____
17	1	Lump Sum	Connection to Existing System	\$ _____	\$ _____
18	1	Lump Sum	24" Branch Assembly, Complete	\$ _____	\$ _____
19	3	Lump Sum	16" Branch and Hydrant Assembly, Complete	\$ _____	\$ _____
20	500	Cubic Yard	Crushed Stone, Extra	\$ _____	\$ _____
21	150	Square Yard	Rip-Rap, Extra	\$ _____	\$ _____
22	250	Cubic Yard	Class "B" Concrete, Extra	\$ _____	\$ _____
23	400	Square Yard	Asphalt Replacement for Open Cut	\$ _____	\$ _____
24	1	Lump Sum	Erosion and Sediment Control - Best Management Practices	\$ _____	\$ _____
25	1	Lump Sum	ROW and/or Easement Clearing and Grubbing	\$ _____	\$ _____
26	28,000	Linear Foot	ROW and/or Easement Restoration and Grassing	\$ _____	\$ _____
27	5	Each	Ditch Crossing	\$ _____	\$ _____
28	40	Each	Concrete Markers	\$ _____	\$ _____
29	1	Lump Sum	Mobilization	\$ 150,000	\$ 150,000
30	1	Lump Sum	Owner Directed Allowance	\$ 400,000	\$ 400,000
31	1	Lump Sum	Startup, Testing, Clean-up, and Use of Project	\$ 100,000	\$ 100,000

TOTAL OF BASE BID \$ _____
ACCOUNTING OF SALES AND USE TAX SAVINGS

Pursuant to Alabama Law, (Alabama Act 2018-234), BIDDER accounts for the Sales and Use Tax savings which are NOT included in the Items of Work - Bid Schedule as follows:

Bidder shall write in the estimated Sales and Use Tax savings which are NOT included in:

1. BASE BID: \$ _____

Failure to provide an accounting of Sales and Use Tax savings in the blank(s) above shall be grounds for the Owner to render the bid non-responsive. Other than determining responsiveness, the estimated Sales and Use Tax savings shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder. Accordingly, the Contractor will not be paid for the Sales and Use Tax savings written in the blank(s) above. Bidder shall reference the Special Provisions for "Application for Tax Certificate of Exemption".

MATERIAL DELIVERY LEAD TIMES (SEE SPECIAL PROVISIONS)

Indicate the specific number of calendar days required to deliver each specified material order to the jobsite, after each order is submitted by the Contractor (lead time).

Ductile Iron Slip Joint Pipe	_____	calendar days
Ductile Iron Restrained Joint Pipe	_____	calendar days
Ductile Iron Fittings	_____	calendar days
Valves	_____	calendar days
Air/Vacuum Valves	_____	calendar days

Respectfully submitted:

_____ Signature	_____ Address
_____ Print Name and Title	_____
_____ Alabama License Number	_____ Date

(SEAL - if BID is by a Corporation)

Attest _____

ALABAMA IMMIGRATION LAW COMPLIANCE

State of _____

County of _____

FORM FOR SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT; CODE OF ALABAMA, SECTIONS 31-13-9 (a) and (b)

AFFIDAVIT FOR BUSINESS ENTITY/EMPLOYER /CONTRACTOR

(To be completed as a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity)

Before me, a notary public, personally appeared _____ (print name) who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as _____ (state position) for _____ (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program. (ATTACH DOCUMENTATION ESTABLISHING THAT BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM) and will utilize the E-Verify program to verify the employment status of employees and potential employers according to Federal Rules and Regulations.

I further attest that all sub-contractors in my employment shall not knowingly employ, have for employment, or continue to employ an unauthorized alien; and are duly enrolled in the E-Verify program and upon request can produce the appropriate forms verifying such action.

Signature of Affiant

Sworn to and subscribed before me this _____ day of _____, 2____.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public

**E-VERIFY DOCUMENTATION
AND
STATE CONTRACTORS LICENSE

TO BE INSERTED HERE**

IX - EPA Form 6100-3 DBE Subcontractor Performance Form



OMB Control No: 2090-0030

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Performance Form

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
DBE Certified By: <input type="radio"/> DOT <input type="radio"/> SBA <input type="radio"/> Other: _____		Meets/ exceeds EPA certification standards? <input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> Unknown

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

IX - EPA Form 6100-3 DBE Subcontractor Performance Form



OMB Control No: 2090-0030

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date

Subcontractor Signature	Print Name
Title	Date

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

X - EPA Form 6100-4 DBE Subcontractor Utilization Form



OMB Control No: 2090-0030

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Issuing/Funding Entity:			

I have identified potential DBE certified subcontractors	<input type="radio"/> YES	<input checked="" type="radio"/> NO	
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?

Continue on back if needed

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

X - EPA Form 6100-4 DBE Subcontractor Utilization Form



OMB Control No: 2090-0030

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

XIII – Certification Regarding Equal Employment Opportunity

The prime contractor is required to comply with Executive Order 112-46 of September 24, 1965 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967.

The contract for the work under this proposal will obligate the prime contractor and its subcontractors not to discriminate in employment practices.

The prime contractor shall not maintain or provide for his/her employees the facilities, which are segregated on a basis of race, creed, color or national origin, whether such facilities are segregated by directive or on a de facto basis.

The prime contractor must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain his/her eligibility to receive the award of the contract.

The prime contractor must be prepared to comply in all respects with any contract provisions regarding non-discrimination stipulated in conjunction with labor standards.

PRIME CONTRACTOR'S CERTIFICATION:

Prime Contractor's Name: _____

Address: _____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes ___ No ___
2. Compliance Reports were required to be filed in connection with such contract or subcontract. Yes ___ No ___
3. Bidder has filed all compliance reports due under applicable contract requirements. Yes ___ No ___

If answer to item 3 is "No", please explain in detail on reverse side of this certification.

Certification - The information above is true and complete to the best of my knowledge and belief.

Signature of Prime Contractor: _____

Title: _____

Date: _____

XIV – Debarred Firms Certification

All prime construction contractors shall certify that Subcontracts have not and will not be awarded to any firm that is currently on the General Service Administration's Master List of Debarred, Suspended and Voluntarily Excluded Persons, in accordance with the provisions of ADEM Administrative Code 335-6-14-.35. Debarment action is taken against a firm for noncompliance with Federal Law.

All bidders shall complete this certification in duplicate and submit both copies to the Loan Recipient (Owner) with the bid proposal. The Loan Recipient (Owner) shall transmit one copy to the SRF Section within 14 days after the bid opening.

Project Name/Loan Name*:

(*not **Contract** Name)

SRF Project No.:

The undersigned hereby certifies that the firm of _____
_____ has not and will not award a subcontract, in connection with any contract awarded to it as the result of this bid, to any firm that is currently on the General Service Administration's Master List of Debarred, Suspended, and Voluntarily Excluded Persons.

Signature of Prime Contractor:

Title:

Date:

XIV – Debarred Firms Certification

All prime construction contractors shall certify that Subcontracts have not and will not be awarded to any firm that is currently on the General Service Administration's Master List of Debarred, Suspended and Voluntarily Excluded Persons, in accordance with the provisions of ADEM Administrative Code 335-6-14-.35. Debarment action is taken against a firm for noncompliance with Federal Law.

All bidders shall complete this certification in duplicate and submit both copies to the Loan Recipient (Owner) with the bid proposal. The Loan Recipient (Owner) shall transmit one copy to the SRF Section within 14 days after the bid opening.

Project Name/Loan Name*:

(*not **Contract** Name)

SRF Project No.:

The undersigned hereby certifies that the firm of _____
_____ has not and will not award a subcontract, in connection with any contract awarded to it as the result of this bid, to any firm that is currently on the General Service Administration's Master List of Debarred, Suspended, and Voluntarily Excluded Persons.

Signature of Prime Contractor:

Title:

Date:

**CONTRACTORS CERTIFICATION REGARDING
FUNDING REQUIREMENTS**

The Contractor acknowledges to and for the benefit of the Shelby Conty Commission ("Purchaser") that it understands the goods and services under this Agreement are being funded with monies made available by the American Rescue Plan Act's Coronavirus State and Local Fiscal Recovery Funds (SLFRF). As such, the Contractor shall fully comply with this agreement, including but not limited to, the Supplemental General Conditions. The Supplemental General Conditions contain provisions such as (1) DBE Requirements (2) Davis-Bacon and Related Acts, and (3) other Contractor requirements. The Contractor hereby represents and warrants to and for the benefit of the Purchaser that (a) the Contractor has reviewed and understands these Requirements and (b) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support and as required by the Purchaser. Notwithstanding any other provision of this Agreement, any failure to comply with this agreement by the Contractor shall permit the Purchaser to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Purchaser resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State of Alabama, the U.S. government, or damages owed to any government agency by the Purchaser).

The selected Contractor will submit to the Owner / Purchaser, within 10 days after bid opening, evidence of the preceding positive steps taken to utilize disadvantaged businesses (DBE) in the procurement of subcontractors. The Contractor will complete the Contract Documents within 15 days after the award of the Contract.

The Contractor certifies he has not been debarred for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964, as amended or Executive Order 11246 as amended (Equal Employment Opportunity), or Executive Order 11625 and 12138 (Minority and Women's Business Enterprises)

The Contractor shall comply with the Affirmative Action Equal Opportunity clause, Goals and Timetables and the other requirements. The Contractor shall require his subcontractors to abide by the same rules if the amount of the subcontract is in excess of \$10,000.

The Contractor shall comply with the Department of Labor's Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL91-956) and under Section 107 of the Contract Work Hours and Safety Standards (PL 91-54).

Construction Company

Print-Contractor Representative and Title

Date

Signature

CONTRACT
DOCUMENTS



United States
ENVIRONMENTAL PROTECTION AGENCY
Washington, DC 20460

OMB Control No. 2018-0001
Approval expires 06/30/2024

This collection of information is approved by OMB under the Paperwork Reduction Act, 44 U.S.C. 3501 et seq. (OMB Control No. 2030-0020). Responses to this collection of information are required to obtain an assistance agreement (40 CFR Part 30, 40 CFR Part 31, and 40 CFR Part 33 for awards made prior to December 26, 2014, and 2 CFR 200, 2 CFR 1500, and 40 CFR Part 33 for awards made after December 26, 2014). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The public reporting and recordkeeping burden for this collection of information is estimated to be 0.25 hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates and any suggested methods for minimizing respondent burden to the Regulatory Support Division Director, U.S. Environmental Protection Agency (2821T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

EPA Project Control Number

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Typed Name & Title of Authorized Representative

Signature and Date of Authorized Representative

NOTICE OF AWARD

To: _____

PROJECT Description: North-South Connector Phase 1

The OWNER has considered the BID submitted by you on _____ for the above described WORK in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ _____.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within fifteen (15) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within fifteen (15) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this ____ day of _____, 20____.

The Shelby County Commission

By _____

Name Chad Scroggins

Title County Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By _____

this the ____ day of _____, 20 ____.

By _____

Title _____

NOTICE TO PROCEED

To: _____ Date: _____

Project: _____

North-South Connector

Phase 1

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 20____ on or before _____, 20____ and you are to complete the WORK within _____ consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, 20____.

The Shelby County Commission

By _____
Name Chad Scroggins
Title County Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

By _____
this the _____ day of _____, 20 _____.
By _____
Title _____

Bond Number

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

The Shelby County Commission

(Name of Owner)

County Manager's Office, 200 West College Street, Columbiana, AL 35051

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____
_____ Dollars,

(\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with the OWNER, dated the _____ day of _____, 20_____, a copy of which is hereto attached and made a part hereof for the construction of:

North-South Connector Phase 1

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one-year guaranty period, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS, WHEREOF, this instrument is executed in 4 counterparts, each one
(Number)

of which shall be deemed an original, this the _____ day of _____, 20_____

ATTEST:

(Principal)

(Principal) Secretary

By _____ (s)

(SEAL)

(Witness as to Principal)

(Address)

(Address)

Surety

ATTEST:

(Surety) Secretary

(SEAL)

Witness as to Surety

By _____
Attorney in Fact

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

Bond Number

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

The Shelby County Commission

(Name of Owner)

County Manager's Office, 200 West College Street, Columbiana, AL 35051

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

Dollars,

(\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with the OWNER, dated the _____ day of _____, 20_____, a copy of which is hereto attached and made a part hereof for the construction of:

North-South Connector Phase 1

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one-year guaranty period, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS, WHEREOF, this instrument is executed in 4 counterparts, each one
(Number)
of which shall be deemed an original, this the _____ day of _____, 20_____.

ATTEST: _____
(Principal)

(Principal) Secretary By _____ (s)

(SEAL)

(Witness as to Principal) _____
(Address)

(Address) _____

Surety

ATTEST: _____
(Surety) Secretary
(SEAL)

Witness as to Surety By _____
(Address) Attorney in Fact

(Address) _____
(Address)

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

**CERTIFICATE OF INSURANCE
AND
INSURANCE ENDORSEMENTS**

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20____ by and between The Shelby County Commission, hereinafter called "OWNER" and _____ doing business as a "Corporation", "Partnership", "an Individual", or "Limited Liability Company (LLC)" hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of _____
North-South Connector Phase 1
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within ten (10) calendar days after the date of the NOTICE TO PROCEED and will complete the same within 485 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. The Contractor further agrees to pay, as liquidated damages, the sum of \$1,750 for each consecutive calendar day thereafter as hereinafter provided in the GENERAL CONDITIONS and SPECIAL PROVISIONS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ _____ or as shown in the BID schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) Advertisement for Bids

- (B) Information for Bidders
- (C) Bid
- (D) Bid Bond
- (E) Agreement
- (F) General Specifications
- (G) Supplemental General and Special Provisions
- (H) Payment Bond
- (I) Performance Bond
- (J) Notice of Award
- (K) Notice to Proceed
- (L) Change Order
- (M) DRAWINGS prepared or issued by Municipal Consultants, Inc. _____
 numbered _____ through _____, and dated _____, 20____.
- (N) SPECIFICATIONS prepared or issued by Municipal Consultants, Inc.
 dated _____, 20____.
- (O) ADDENDA:
 No. _____, dated _____, 20____
 No. _____, dated _____, 20____
 No. _____, dated _____, 20____
 No. _____, dated _____, 20____

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

8. The Contractor enters into this Contract with the Owner as an independent contractor and, as such, agrees that neither the Owner nor its officers, agents, employees, engineers or inspectors shall be responsible for the acts or omissions of the Contractor, or any subcontractor, or any of the Contractor's or subcontractor's agents or employees, or any other persons performing any of the work pursuant to this Contract. The Contractor shall be solely responsible for controlling construction manner, means and techniques consistent with the Contract Documents, Plans and Specifications.

9. This Agreement, together with all documents which constitute the "Contract Documents" constitute the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. All understandings and agreements heretofore had between and among the parties are merged into this Agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party which is not contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.

IN WITNESS, WHEREOF, the parties hereto have executed, or caused to be executed by their
duly authorized officials, this Agreement in 4 counterparts, each of which shall be
(Number)
deemed an original on the date first above written.

OWNER:

The Shelby County Commission

By _____

Name Chad Scroggins

Title County Manager

(SEAL)

ATTEST:

Name _____

Title _____

CONTRACTOR:

By _____

Name _____

Address _____

(SEAL)

ATTEST:

Name _____

Title _____

SPECIAL PROVISIONS

**SPECIAL PROVISIONS
FOR
STARTING AND COMPLETION TIME
AND LIQUIDATING DAMAGES**

SECTION I

1.0 STARTING AND COMPLETION TIME

Work specified under this contract shall begin on the date specified in the Notice to Proceed. The completion of work shall be counted from the specified start date in the Notice to Proceed and will be as follows:

485 calendar days

Requests for an extension of time will be submitted to the Engineer along with the Contractor's periodic estimate. The Engineer shall ascertain the facts and the extent of the delay and shall recommend to the Owner whether it should extend the time for completing the Project. The Contractor shall provide all documentation requested by the Engineer. Extensions of time, if any, will be made by the Owner only if in accordance with the Contract Documents.

For change orders requesting extensions of time due to rain, wind, flood or other natural phenomenon, the Contractor's written request must be accompanied, at the Owner's request, by a detailed report of weather at this site for the last ten (10) years with averages showing means and statistical deviations from mean averages to support request for extension. No extension shall be made for delays due to rain, wind, flood or other natural phenomenon of normal intensity for the locality.

In the event any material changes, alterations, or additions are made as herein specified, which in the opinion of the Engineer will require additional time for execution of any work under the contract, then in that case, the time of the completion of the Project may be extended through change order. No extensions of time shall be given for any minor changes, alterations or additions. The Contractor shall not be entitled to any reparation or compensation on account of such additional time or extensions of time.

1.1 CONTRACT EXECUTION

This project is being funded in part with federal funding which requires all funds be obligated by December 31, 2024. The Owner reserves the right to recover from the Contractor any funding lost plus attorney fees and project administration costs due to the Contractor not complying with Contract Provisions regarding execution of the Contract and Provision of Bonds, Insurance, and other required documentation.

2.0 LIQUIDATING DAMAGE CHARGE

Beginning with the first periodic estimate after the contract completion date, liquidating damage charges may be assessed by the Owner against the Contractor for each calendar day past the contract completion date, plus approved time extensions. The liquidating damage charges shall be deducted from the Contractor's periodic payment by the Owner. The Contractor shall be notified of the liquidating damage charge and shall have ten (10) days in which to file an appeal of the charges with the Owner. The Owner shall review the appeal and render a decision of approval or disapproval. The liquidated damages shall be as follows beginning from the stated or extended date of completion and continuing for so long as the Project remains incomplete.

\$ 1,750 per calendar day

Should the Owner not deduct liquidated damages when it is first entitled to, this shall in no way limit the Owner's right to deduct or claim the entire liquidated damages at whatsoever time the Owner may desire. It is understood and agreed that the above deduction is not a penalty, but money due to reimburse the Owner for inconvenience and damage to the general public, due to the delay in the completion of the Project and is reasonable. The collection of liquidated damages by the Owner shall not constitute an election or waiver by the Owner of recovery of additional delay or non-delay related damages from the Contractor, and the Owner expressly reserves the right to recover actual damages for other harms resulting from delay. The provisions of the liquidated damage clause shall apply and continue to apply even if the Contractor terminates or abandons the Project prior to the scheduled completion dates.

The amounts of such liquidated damages and actual damages incurred by reason of failure to complete the work stipulated in the Contract are hereby agreed upon as reasonable estimates of the costs which may be accrued by the Owner. It is expressly understood and agreed that these amounts are not to be considered in the nature of penalties, but as damages which have accrued against the Contractor. The Owner shall have the right to deduct such damages from any amount due, or that may become due the Contractor, or the amount of such damages shall be due and collectible from the Contractor or Surety.

3.0 FUNDING TIME RESTRICTIONS

This Project is being funded in part with federal funding which requires all funds be expended by December 31, 2026. The Owner reserves the right to recover from the Contractor any funding lost plus attorney fees and Project administration costs due to the contractor not completing the project within the contract period. This recovery of funds shall be in addition to any funds due the Owner under Sections 1 and 2 above and the CONTRACTORS CERTIFICATION REGARDING FUNDING REQUIREMENTS.

**SPECIAL PROVISIONS
FOR
STANDARD OF QUALITY
FOR BASE BID**

SECTION II

1.0 MANUFACTURED ARTICLES

Where certain items are called for or described, it is to establish a "standard" of quality. The Contractor's Proposal shall be based on furnishing the items as called for or described.

2.0 SUBSTITUTE EQUIPMENT/MATERIALS

Contractors may submit for approval of substitute equipment/material. Such items shall be written in on the "List of Material Suppliers and Equipment Manufacturers". The Contractor shall state the reduction in cost, if any, between the substitute and the equipment in the base bid. No extra will be paid the Contractor for any changes required to adapt the substitute equipment or material and the Contractor shall pay the Owner for any necessary redesign and/or construction drawings. All redesign and drawing will be prepared by the Engineer. Substantial evidence of the equal or superior quality shall be submitted with the bid. The Contractor shall also promptly furnish after bid opening such additional information as may be requested by the Engineer such as lists of installations of the same equipment of similar size and complexity (including contact persons and phone numbers), testing and performance data (including both independent laboratory certification and full scale) to clearly indicate full compliance with all specifications. The determination whether or not the substitute equals the "standard" shall be made by the Engineers and Owner. The Owner may determine any substitute equipment or material as not desired to suit his best interest.

**SPECIAL PROVISIONS
FOR
BASIS OF AWARD**

SECTION III

1.0 DETERMINATION OF LOW BIDDER

The contract will be awarded to the lowest responsible and responsive Bidder, unless the Owner determines that all the bids are unreasonable or that it is not in the best interest of the Owner to accept any of the bids. Award of the contract will be made on the basis of the lowest base bid with the Owner reserving the right to consider material availability for the project (see Section 4.0). The Contractor's base bid shall be defined as the sum of all totals listed under **Items of Work Bid Schedule – Base Bid**. In submitting his Base Bid, the Contractor thereby certifies that all his prices are based upon providing the base equipment and materials established in the **List of Material Suppliers and Equipment Manufacturers** (if applicable) and the **Owner Approved Material Suppliers and Equipment Manufacturers**. Substitute material suppliers and equipment manufacturers whether listed or provided by the Contractor shall have no basis in determining the lowest bid.

Once the Owner has determined the lowest responsible responsive bidder as set forth herein, and the Contract is awarded, the Owner will consider separately whether or not to accept any deductive substitutes listed or provided in the List of Material Suppliers and Equipment Manufacturers (if applicable) if the Owner determines it is in its best interest.

Bidder must possess all licenses and permits required by applicable law, rule, or regulation for the performance of the work prior to bidding.

2.0 AWARD OF CONTRACT

In order to be considered for the Award, the Bidder shall immediately present to the Owner, when required/notified by the Owner, satisfactory evidence that:

- A. He has the necessary capital and financial resources to undertake and complete the project.
- B. He has equipment, in good working order, adequate for performance of the work within the time specified.
- C. He has within his organization, at the time, the construction management and experienced supervisory personnel available for assignment to the project.
- D. A list of references for successfully completed projects of similar size, magnitude, and cost.
- E. A list of projects completed for the Owner. If it is determined that the bidding Contractor or his employees have performed or completed previous work for the Owner in an unsatisfactory or unprofessional manner, then the Contractor's bid will be rejected.

3.0 REDUCTION OF QUANTITIES

In the event the lowest bid (determined by the Owner as described in Section 1.0 above) is more than the funds allocated for the construction of the Project, the Owner reserves the right, and the bidder submitting the bid acknowledges and accepts this right, to reduce quantities at the unit price bid, to bring the Project within the funds allocated. In such as case, the Owner may require that a change order be executed simultaneously with the execution of the Contract. In the event a reduction in quantities is made, the time allowed for completion of the work shall be reduced proportionately. Regardless, the Owner may also reduce quantities as described in the Basis of Payment.

4.0 CONSIDERATION OF MATERIAL LEAD TIMES

Where indicated in the Bid Documents, the Contractor shall provide the specific number of calendar days required, to deliver each specified material order to the jobsite, after each order is submitted (lead time). Time is of the essence, and the Owner may consider the lead times provided by each bidder in determining the award of the project. Material lead times may be utilized to award the project to another bidder, other than the lowest bidder(s), if it is determined to be in the best interest of the Owner.

**SPECIAL PROVISIONS
FOR
SOURCE OF FUNDING**

SECTION IV

The Owner has funding secured for the anticipated cost of this Project as noted below. Note that more than one funding source may be utilized at the Owner's discretion. The Award of the Project is at the sole discretion of the Owner.

Project Funding Source:

- Cash reserves on hand and American Rescue Plan Act's Coronavirus State and Local Fiscal Recovery Funds
- Bond Proceeds on hand
- Bond Proceeds from a Bond Issue to be completed after Bids are opened
- Grant or Award
- Direct Reimbursement from a State, Federal or Local Government Agency
- Other source which will not become available until after the execution of the Contract

Payment to Contractors shall be in accordance with the Contract Documents and the Code of Alabama 39-2-12

**SPECIAL PROVISIONS
FOR
APPLICATION FOR TAX CERTIFICATE OF EXEMPTION**

SECTION V

Under Alabama law (Alabama Act 2018-234), the Owner is tax exempt from the payment of all State, County, and Municipal Sales and Use Taxes for *purchases that qualify for an exemption* pursuant to Alabama Department of Revenue (ADOR) Rule No. 810-6-3-.77. Bidders shall not include Sales and Use Taxes in their bid for *purchases that qualify for exemption* under ADOR rules. However, Bidders shall account for the Sales and Use Tax savings (i.e., the Sales and Use Taxes not included in the Contractor's bid) in the designated section of the bid form (included in the Bid Documents) in accordance with Alabama law. All Bidders shall reference Alabama Act 2018-234 and the ADOR - Sales and Use Tax Rules (specifically Rule No. 810-6-3-.77) prior to bidding. Bidders shall include all Sales and Use Taxes for purchases of non-exempt materials and items, etc., as well as all other applicable taxes. It shall be the responsibility solely of the Bidder to determine which purchases for this project are exempt from Sales and Use Tax and which purchases are not exempt.

Following execution of the Contract and in accordance with ADOR Rule No. 810-6-3-.77, the Contractor and any Sub-Contractors shall submit an Application for Sales and Use Tax Certificate of Exemption (ADOR Form ST: EXC-01) to the ADOR that is specifically for this tax-exempt project. The Contractor and any Sub-Contractors shall comply with all requirements of the ADOR and shall obtain the Certificates of Exemption (ADOR Form STC-1) prior to ordering any materials for the project that qualify for exemption of Sales and Use Taxes. The Owner will make available any information that is requested by the Contractor and is required by the ADOR for the Contractor and any Sub-Contractors to obtain their Certificates of Exemption. In accordance with ADOR Rule No. 810-6-3-.77, the Owner will also fulfill its obligation to submit its Application for Sales and Use Tax Certificate of Exemption specifically for this tax-exempt project.

**SPECIAL PROVISIONS
FOR
INSURANCE REQUIREMENTS**

SECTION VI

1. All bidders shall have their insurance provider thoroughly review all insurance requirements prior to Bid opening to ensure the Contractor includes sufficient monies to meet all insurance requirements. This review by the insurance provider shall be detailed and complete. The review shall determine pricing and availability of all specific insurance requirements including specific endorsements. This review shall determine all additional and special insurance that the Contractor must acquire to be in full and complete compliance with all insurance requirements. Prior to bidding, all bidders shall furnish to their insurance providers complete copies of all insurance requirements contained in the General Specifications Section of this Contract, all insurance requirements in other sections of the documents (including but not limited to the Special Provisions), and those required by permits, etc.
2. As soon as indication is given that the low bidder will apparently be awarded the contract, the Contractor shall have his insurance provider begin making whatever arrangements may be necessary to allow all required insurance, including all specific requirements (e.g., specific endorsements, etc.) for this particular project, to be promptly obtained so as not to delay execution of the contract.
3. Per the General Specifications, the Contractor will be required to provide copies of the Contractor's automatic policy endorsements or original policy endorsements acceptable to the Owner. Each endorsement shall indicate the policy number and be complete in full accordance with the General Specifications and to the satisfaction of the Owner and Engineer. The policy endorsements shall be filed with the Owner prior to the Owner's execution of the Contract. Automatic and/or original policy endorsements for additional insureds and waivers of subrogation for ALL policies shall be as broad as (i.e., similarly worded to) the following General Liability endorsements:
 - a. Endorsements for the Additional Insured - ISO's CG 20 10 11/85 or the combination of CG 20 10 10/01 and CG 20 37 10/01
 - b. Endorsements for Waivers of Subrogation - ISO's CG 24 04 10 93 or CG 24 04 05 09.

Samples of acceptable ISO forms are provided on the following pages. Although these sample endorsements are for General Liability, ALL endorsements for ALL policies shall be similarly worded and acceptable to the Owner.
4. Per the General Specifications, "All Risk" Insurance (including flood insurance) shall be provided.
5. If project includes SRF Funding, Flood Insurance shall meet all SRF requirements.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name of Person or Organization:</p>

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:
Location And Description of Completed Operations:
Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section **IV** – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**SPECIAL PROVISIONS
FOR
OWNER APPROVED MATERIAL SUPPLIERS
AND EQUIPMENT MANUFACTURERS**

SECTION VII

The below Material or Equipment Manufacturer's listed are allowed choices the Contractor may use for the specific material/equipment listed. The Contractor may only use one supplier/manufacturer of each item below. When the Contractor supplies the Engineer a submittal for an item, the supplier/manufacturer for the item will be established. Note that not all items are listed on this page but only select items. Some items require identifying suppliers/manufacturers in the Bid Documents, some items are identified by standards of quality in the Specifications and/or Drawings, and some items are specifically listed in the Specification and/or Drawings. The Contractor shall review all documents thoroughly with his vendors before preparing his bid and when submitting on any items.

<i>ITEM - MATERIAL OR EQUIPMENT</i>	<i>NAME OF SUPPLIER OR MANUFACTURER</i>
Ductile Iron Pipe	U.S. Pipe, American, McWane
Restrained Joint	Flex Ring or TR Flex
Fire Hydrants	M&H, American

**SPECIAL PROVISIONS
FOR
CONSENT OF SURETY
RELEASE OF LIENS
PAYMENT OF DEBTS AND CLAIMS**

SECTION VIII

When the Owner and the Engineer have completed a review of the Work and of the request for final payment and accepted all work, final payment of the amount determined to be due under the Contract will be made to the Contractor, provided that all provisions of the Contract have been met, including all aspects of Section IX.3 FINAL PAYMENT contained in the General Specifications. In particular, the Contractor shall provide:

- Certified evidence that all payrolls, all amounts due for labor and materials, and all other indebtedness connected with the work have been fully paid and satisfied, and that there are no outstanding claims or demands against the Contractor in any manner connected with the work.

- A release of all claims and claims of lien against the Owner and its agents and Engineer from the Contractor and all major subcontractors (the Owner may waive the requirement for subcontractor releases) arising under and by virtue of the Contract, on form provided by the Owner, duly executed by the Contractor and with the consent of the Surety. The Contractor may specifically exclude claims of the Contractor from the operation of the release if specifically excluded there from in stated amounts and the reason therefore. The Contractor may with the consent of the Owner representative, if any subcontractor refuses to furnish such a release, furnish a bond with surety satisfactory to the Owner representative to indemnify against such claims.

Forms are provided on the following pages.

**CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS AND PAYMENT OF DEBTS
AND CLAIMS**

PROJECT:
(project name)

CONTRACT DATE:

TO OWNER:
(name and address of Owner)

STATE OF:

COUNTY OF:

I CERTIFY to the best of my knowledge and belief that all work has been performed and materials supplied in strict accordance with the terms and conditions of the corresponding contract documents between the _____, hereinafter called the OWNER, and, _____, hereinafter called the CONTRACTOR, for the above referenced project.

I further certify and declare that all bills for materials, supplies, utilities and for all other things furnished or caused to be furnished by the CONTRACTOR and used in the execution of the contract are fully paid and that there are no unpaid obligations, liens, claims, security interests, encumbrances, liabilities and/or demands of agencies, subcontractors, materialmen, mechanics, laborers or any others resulting from or arising out of any work done, caused to be done or ordered to be done by the CONTRACTOR under the contract, except as listed below.

I further certify and declare that, except as listed below, the CONTRACTOR (including but not limited to the Contractor, Subcontractors, all suppliers of material and equipment, and all performers of work, labor, or services) releases and forever discharges as well as indemnifies and holds harmless the OWNER and ENGINEER (Municipal Consultants, Inc.) from any and all obligations, liens, claims, security interests, encumbrances and/or liabilities arising by virtue of the contract and authorized changes between the contracting parties, and any and all claims and demands of every kind and character whatsoever against the OWNER and ENGINEER (Municipal Consultants, Inc.), arising out of or in any way relating to the contract and authorized changes.

EXCEPTIONS:

CONTRACTOR:
(name and address of Contractor)

BY: _____
(signature of authorized representative)

(printed name and title)

Subscribed and sworn to before me on this _____ day of _____, 20____.

Notary Public
My commission expires: _____

CONSENT OF SURETY TO FINAL PAYMENT

PROJECT:

(project name)

CONTRACT DATE:

TO OWNER:

(name and address of Owner)

In accordance with the provisions of the Contract between the OWNER and the CONTRACTOR as indicated above, the

(name and address of Surety Company)

, SURETY COMPANY,

on bond of

(name and address of Contractor)

, CONTRACTOR,

hereby approves of the final payment to the CONTRACTOR, and agrees that the final payment to the CONTRACTOR shall not relieve the SURETY COMPANY of any of its obligations to

(name and address of Owner)

, OWNER,

IN WITNESS WHEREOF, the SURETY COMPANY has hereunto set its hand on this _____ day of _____, 20__.

Surety Company

Signature of authorized representative

Printed name and title

**SPECIAL PROVISIONS
FOR
FEDERAL REQUIREMENTS
FEDERALLY FUNDED PROJECTS
SECTION IX**

This project is subject to all other Federal Requirements for Federally Funded Projects:

- 1.) Buy American Preference (49 USC § 50101)
- 2.) Trade Restriction Certification (49 USC § 50104 CFR part 30)
- 3.) Disadvantaged Business Enterprise (49 CFR part 26)
- 4.) Procurement of Recovered Materials (2 CFR § 200.322, 40 CFR part 247, Solid Waste Disposal Act)
- 5.) Debarment and Suspension (2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5)
- 6.) Lobbying and Influencing Federal Employees. (31 USC § 1352, 2 CFR part 200 Appendix II(J), 49 CFR part 20 Appendix A)

Contractor awarded the project will be required to register in SAM (System for Award Management, www.sam.gov). Registration in SAM is required to participate in Federal funding programs. Information on registering for SAM can be found at <https://www.e-verify.gov/e-verify-user-manual>.

DAVIS-BACON ACT CERTIFICATION

The below referenced project complies with 29 CFR 5.5(a)(1) that all laborers and mechanics employed by contractors and subcontractors during the below referenced period were paid wages at rates not less than those listed on the prevailing wage rate contained in the contract documents and that all applicable provisions of the Davis-Bacon and Related Acts have been met.

Project Name: North-South Connector Phase 1

Contract Name (if different from Project Name): _____

Period From: _____ to: _____

Signature of Authorized Representative: _____

Name of Authorized Representative (Print): _____

Date: _____

"General Decision Number: AL20240116 01/05/2024

Superseded General Decision Number: AL20230116

State: Alabama

Construction Type: Heavy

Counties: Bibb, Blount, Chilton and Shelby Counties in Alabama.

HEAVY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<p>. Executive Order 14026 generally applies to the contract.</p> <p>. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</p>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<p>. Executive Order 13658 generally applies to the contract.</p> <p>. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.</p>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

is available at
<https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

"General Decision Number: AL20240096 09/06/2024

Superseded General Decision Number: AL20230096

State: Alabama

Construction Type: Building

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories)

County: Shelby County in Alabama.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<p>. Executive Order 14026 generally applies to the contract.</p> <p>. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</p>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<p>. Executive Order 13658 generally applies to the contract.</p> <p>. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.</p>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at

http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2024
1	01/12/2024
2	03/22/2024
3	09/06/2024

ASBE0078-001 10/01/2023

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 30.50	16.10

BOIL0108-001 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 30.49	23.13

CARP0318-002 09/01/2020

	Rates	Fringes
CARPENTER (Includes Drywall Finishing/Taping, Drywall Hanging, Form Work, and Scaffold Builder).....	\$ 27.21	11.66

ENGI0312-017 10/01/2013

	Rates	Fringes
POWER EQUIPMENT OPERATOR Backhoe, Excavator, Trackhoe.....	\$ 27.05	11.38
Crane.....	\$ 26.05	11.38
Forklift.....	\$ 27.05	11.38

IRON0092-003 09/01/2023

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 32.16	13.13

IRON0092-007 09/01/2023

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 32.16	13.13

* PLUM0091-001 09/01/2024

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe Installation).....	\$ 34.50	15.01

* SUAL2015-024 08/02/2017

	Rates	Fringes
BRICKLAYER.....	\$ 22.00	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 19.19	0.00
ELECTRICIAN.....	\$ 17.57	2.41
GLAZIER.....	\$ 23.00	5.64
LABORER: Common or General.....	\$ 15.75 **	4.19
LABORER: Mason Tender - Brick...	\$ 12.22 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 14.23 **	0.00
LABORER: Pipelayer.....	\$ 15.59 **	0.00
OPERATOR: Bulldozer.....	\$ 19.96	0.40
OPERATOR: Grader/Blade.....	\$ 17.52	0.89
OPERATOR: Loader.....	\$ 14.69 **	0.00
OPERATOR: Roller.....	\$ 14.00 **	1.78
PAINTER (Brush and Roller).....	\$ 15.31 **	1.41
PAINTER: Spray.....	\$ 14.31 **	0.00
PLUMBER, Excludes HVAC Pipe Installation.....	\$ 18.97	0.36
ROOFER.....	\$ 13.66 **	0.00
SHEET METAL WORKER, Includes HVAC Duct Installation.....	\$ 28.00	4.17
SPRINKLER FITTER (Fire Sprinklers).....	\$ 20.00	3.77
TILE SETTER.....	\$ 20.00	0.00
TRUCK DRIVER: Dump Truck.....	\$ 13.60 **	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave

for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

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A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the "SA" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the "SA" identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this

initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

GENERAL
SPECIFICATIONS

GENERAL SPECIFICATIONS

SECTION I DEFINITION OF TERMS

In these Specifications, or in any Documents or Instruments in construction operations where these Specifications govern, the following terms, or pronouns in place of them, shall be interpreted as follows:

I.1 ADDENDA

Written or graphic instruments, issued prior to the execution of the agreement which modify or interpret the Contract, Plans, and Specifications by additions, deletions clarifications, or corrections.

I.2 A.S.T.M.

The American Society for Testing Materials.

I.3 BIDDER

A person, firm or corporation submitting a written Proposal in answer to an advertisement or request for Bids for the construction of the improvement.

I.4 CHANGE ORDER

A written instrument prepared by the Engineer and signed by the Owner, Contractor and Engineer stating their agreement upon a change in the Work, the amount of the adjustment in the Contract Sum, if any, and the extent of the adjustment in the Contract Time, if any.

I.5 CONTRACT

The written Agreement between the Owner and the Contractor, covering the performance of the work and the furnishing of the labor, equipment and materials. The Contract shall include, but shall not be limited to, the "Notice to Contractors," "Proposal," "Plans," "General Specifications," "Standard Specifications," "Supplemental Specifications," "Special Provisions," "Contract Agreement," and "Contract Bonds," together with all the Agreements and "Change Orders" that are required to complete the work in accordance with the Plans and the Contract.

I.6 CONTRACT BID PRICE

The total of the products of the estimated quantities of the items of the work listed in the Proposal and the unit prices bid.

I.7 CONTRACT BONDS

The approved indemnity bonds furnished by the Contractor and his Surety to guarantee completion of the Contract.

I.8 CONTRACT COMPLETION TIME

The period in calendar days from the time specified for the commencement of work to the time specified for its total completion.

I.9 CONTRACTOR

The individual, firm or corporation, the Party of the Second part to the Contract, who has entered into a Contract awarded him by the Owner, acting directly or through his agents or employees.

I.10 ENGINEER

The Engineer employed by the Owner, or his representative.

I.11 EQUIPMENT

Machinery, tools, and supplies for the construction of the work.

I.12 EXTRA WORK

Work authorized in writing by Change Order and performed by the Contractor, for which there is no basis of payment in the Contract Documents and Plans.

I.13 EXTRA WORK ORDERS

Written orders by Change Order to the Contractor authorizing work or furnishing of materials for EXTRA WORK, as defined in these Specifications.

I.14 INSPECTOR

A person employed by the Owner or Engineer to make inspection of materials and work.

I.15 ITEM

A specified class of work for which bid prices are in the Bid Documents.

I.16 MATERIAL

Any substance to be used in connection with the improvements.

I.17 NOTICE TO PROCEED (WORK ORDER)

Written notice from the Owner to the Contractor allowing work to start.

I.18 OWNER

The Party of the First Part to the Contract.

I.19 PLANS

All approved drawings which are on file at the office of the Owner or Engineer, or their reproductions showing the details of the work covered by the Contract.

I.20 PROPOSAL

The formal signed Bid Form with prices provided by the Bidder.

I.21 PROPOSAL FORM

All prepared forms on which Bids are submitted in the Bid Documents and all items in the Specification - Contractual Documents.

I.22 PROPOSAL GUARANTY

The Bid Bond or cashier's check to be furnished by the Bidder as a guarantee that he will enter into a Contract for the work as bid.

I.23 RESPONSIBLE BIDDER

Responsible Bidder shall mean a Bidder who, among other qualities determined necessary for performance, is competent, experienced, and financially able to perform the Contract.

I.24 RESPONSIVE BIDDER

Responsive Bidder shall mean a Bidder who submits a bid that complies with the terms and conditions of the invitation for bids, including plans, drawings, specifications and other provisions of the Contract Documents.

I.25 RETAINAGE

Retainage shall mean that money which has been held or retained by the awarding authority from Contractor's pay requests conditioned upon final completion and acceptance of all work in connection with the Project. Payment of retainage to the Contractor may be reduced by other contract considerations.

I.26 RIGHT-OF-WAY

The area acquired for use in constructing, operation and maintaining the work.

I.27 SPECIAL PROVISION

Clauses or memoranda, applying to the Contract of which these Specifications are a part, and/or amending these Specifications.

I.28 SPECIFICATIONS

The requirements, including Supplemental and Special Provisions applying to the Contract, establishing the type and kind of materials, applicable standards of quality and care, and equipment to be furnished and incorporated in the work.

I.29 STREET

Any or all portions of any dedicated street, avenue, alley, road, or other public highway.

I.30 SUBCONTRACTOR

Any individual, firm or corporation undertaking work under the Contract with an Agreement between himself and the Contractor, and approved by the Surety with the Owner reserving the right to disapprove the subcontractor. The Contractor shall be fully responsible for all his subcontractors including but not limited to safety.

I.31 SUPERINTENDENT

The representative of the Contractor who is present at the work at all times and authorized to interact with the Engineer and who is capable of efficiently superintending the work. The superintendent shall act as a manager which excludes him from operating equipment or performing any construction labor.

I.32 SUPPLEMENTAL AGREEMENT

A Written Agreement between the Contractor and the Owner with the consent of the Surety, modifying the original Contract.

I.33 SUPPLEMENTAL SPECIFICATIONS

Specifications supplemental to or superseding specified portions of the Specifications.

I.34 SURETY

The corporate body, licensed under the laws of the state in which the work is to be performed and bound with the Contractor for the performance of the Contract and payment of all claims recoverable under the Contract Bonds.

I.35 WORK

All performance required of the Contractor under the terms of the Contract to complete and provide the Owner the final project as described in the plans and contract.

**SECTION II
PROPOSAL REQUIREMENTS AND CONDITIONS**

II.1 QUALIFIED BIDDERS

Proposal Forms will be considered only from Contractors licensed under the laws of the state in which the work is to be done. A copy of the Contractor's license in the state work is to be performed must be attached to the bid. Only Contractors having met all qualification requirements as set forth in these Specifications shall be considered qualified. If the Owner requires prequalification of bidders, the bidder must successfully complete the Owner's requirements in the time frame required in the prequalification solicitation and these Specifications.

II.2 PROPOSAL FORM

The Engineer will furnish Bidders a Proposal Form showing the items of the work and/or materials to be furnished, the amount of the Proposal Guaranty, and the date, time

and place of the opening of proposals and the time in which the work must be completed. The Proposal Form will contain all papers bound with or attached to the Specification-Contractual Documents and addenda and are part of the Contract and/or Proposal and must not be detached or altered.

II.3 INTERPRETATION OF ESTIMATES

The estimates of work listed in the Proposal Form (including Basis of Payment and Items of Work) are to be considered only approximate quantities of items and are to be used as a basis for comparing bids. The Owner does not by any means guarantee that the approximate quantities given will hold in the construction of the work. Final installed quantities may vary significantly from the estimates shown.

Final Payment will be made for actual quantities of the work performed as approved by the Engineer, at the contract prices bid. Should the quantities of the pay items be more or less than the quantities estimated, the contract unit prices bid in the Proposal will prevail.

II.4 EXAMINATION OF PLANS, SPECIFICATIONS AND SITE OF WORK

Bidders are required to thoroughly examine the site of the proposed work, the Proposal Form, Plans, Specifications and the Contract. The submission of the Proposal shall be evidence that the Bidder has made such thorough examination and that the Contractor's bid includes all necessary components to provide the Owner with a fully functional facility that is complete in all respects. No compensation will be allowed for losses caused by failure to comply with this requirement.

II.5 PREPARATION OF PROPOSAL

Bidder's Proposal must be submitted on the Forms furnished him by the Engineer. The Bidder must specify in ink; in figures; if a space is provided, in words; a unit price; and a total price for each of the separate items. In case of error or discrepancy the sum obtained by adding all of the products of the unit prices and the estimated quantities shall prevail, and this shall be the Contract Bid Price. The prices in words will govern if a space is provided in the Bid Form. If a space for words is not provided on the Bid Form, the written unit price in figures will prevail for each work item. The total of that Bid Item that is accepted is the product of the Bidder's written unit price and the estimated quantity of that Bid Item.

The Proposal shall be signed by the Bidder. Name and address must be shown; if a firm or partnership, the name and address of each member of the firm, or partnership must be shown; if a corporation, the president, vice-president or secretary shall sign and affix the corporate seal. If the person signing the Proposal is an agent, the agent must attach written authorization from the corporation. The Proposal must show the name of the corporation, the state under which the corporation is chartered and the name, title and address of the officer executing the proposal.

Proposal Forms shall be enclosed in an envelope, sealed and addressed to the Owner with the Bidder's name and address inscribed on the outside and a warning not to be opened until the bid date. Proposals may be submitted to the Owner in person, by mail, or by agent, at any time prior to the day and time set for the opening of bids. Proposals will be

opened at the designated office at the time set forth in "Advertisement for Bids." Only bids submitted by Contractors licensed by the state laws in which the work is to be done will be considered. Proposals shall be submitted in the specification and contractual documents form in the proper order. No Proposal will be received after the time specified in the "Advertisement for Bids". A Bidder may withdraw, personally or by telegraphic or written request, any time prior to the closing time for receipt of bids. No Bidder may withdraw for a minimum period of sixty (60) days after the date set for the opening, but the period may be modified in the Bid Documents.

If any person submitting a bid is in doubt as to the meaning of any part of the Plans, Specifications, or other Contract Documents, he may submit to the Engineer a written request for an interpretation. Any interpretation of the Documents will be made only by an addendum and a copy of such addendum will be mailed or delivered to each person receiving a set of Documents. The Owner or Engineer will not be responsible for other explanations or interpretations.

Prior to bid opening, the Owner will make available to prospective Bidders, upon request, any information that it may have as to subsurface conditions and surface topography at the work site. Investigations conducted by the Owner or its Engineers of subsurface conditions were made for the purpose of study and design, and neither the Owner nor the Engineer assumes any responsibility whatever in respect to the sufficiency or accuracy of borings, or of the logs of test borings, or of other investigations that have been made, or of the interpretations made thereof, and there is no warranty or guarantee, either expressed or implied, that the conditions indicated by such investigations are representative of those existing throughout such area, or any part thereof, or that unforeseen developments may not occur.

Logs of test borings, geotechnical reports, or topographic maps showing a record of the data obtained by the investigations of surface and subsurface conditions shall not be considered a part of the Contract Documents, and are available only for the convenience of the Bidders. Such logs and reports represent only the opinion of the Geotechnical Engineer as to the character of the materials encountered by him in his investigations of the test borings.

Information derived from inspection of logs of test borings, or pits, geotechnical reports, topographic maps, or from Drawings showing location of utilities and structures will not in any way relieve the Contractor from any risk, or prevent him from properly examining the site and making such additional investigations as he may elect, or from properly fulfilling all the terms of the Contract Documents.

The Owner and Engineer shall not be responsible for any interpretations or conclusions drawn from any subsurface exploration reports or borings. Each Bidder is to base his bid upon his determination of the subsurface conditions and of the types and quantities or material to be encountered or needed. Additional tests or other exploratory operations may be made at no cost to the Owner.

II.6 IRREGULAR PROPOSALS

Proposals may be rejected as being non responsive if they contain omissions or uncompleted forms, alterations of form, additions, conditional bids, improper alternate bids, incomplete bids, erasures, or irregularities. Combination bids submitted as specified will not be classed as irregular. Proposals in which the unit or lump sum prices bid are obviously

unbalanced may be rejected. Bidders shall supply the names and addresses of major material suppliers and subcontractors as requested in the bid proposal and if not provided will be grounds for the Owner to disqualify the Bidder for not being responsive.

II.7 PROPOSAL GUARANTY

No Proposal will be considered unless accompanied by a cashier's check drawn on a bank in the Owner's state or Bid Bond from a company duly authorized and qualified to make bond in the Owner's state. The bond amount should be five percent (5%) of the Contract Bid but in no case more than \$10,000.

II.8 OPENING OF PROPOSALS

Proposals will be opened and read publicly at the time and place indicated in the "Advertisement for Bids." Bidders or their authorized agents are invited to be present.

II.9 DISQUALIFICATION OF BIDDERS

A Bidder using the same or different names for submitting more than one Proposal will be disqualified. A Bidder may submit a Proposal as a Subcontractor to other principals and not be disqualified provided he does not withdraw his bid after bid opening.

If there is a reason for believing that collusion exists among the Bidders, any or all Proposals may be rejected. Those participating in collusion may be barred from submitting bids on the same or other work with the Owner.

The Owner can disqualify and/or reject bids where the Bidder does not comply with the requirements of the Contract Documents. The Owner reserves the right to reject any bid that is submitted by a Bidder that is determined by the Owner to not be a responsible Bidder or whose bid proposal is not responsive. In determining whether a Bidder or bid is responsible, the Owner reserves the right to also request and consider the factors in Section III.2 of the General Specifications.

II.10 COMPLIANCE WITH LAWS AND ORDINANCES

Each Bidder shall inform himself of, and the Bidder awarded a contract shall comply with, federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, the use of domestic products, U.S. steel and resident labor, non-discrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees and similar subjects. The attention of all Bidders is called to the fact that the work will be subject to compliance with all applicable building and technical codes and will be subject, in addition to all other inspections, to inspection by a representative of the City's and/or County's building inspection department which has jurisdiction over the project, if any. If the project is a Public Works projects as defined by Alabama Code, Title 39 (1997), the bidders will be governed by the above Code. No adjustments or compensation will be allowed for losses caused by failure to comply with such requirements.

II.11 GENERAL CONTRACTOR'S PERMITS OR LICENSES

The attention of all Bidders is called to the provisions of the State law governing general contractors as set forth in ALA.CODE §34-8-1 et seq. (1975), particularly in regard to the need for and evidence of a State general contractor's license. The provisions of said state are adopted herein by reference and form a part of the Contract with the selected Bidder should this project be awarded.

Bidders will be governed by said statutes insofar as they are applicable. To summarize the above quoted statutes, ALA.CODE §34-8-1, et seq. (1975) provides that no one is entitled to bid and no contract may be awarded to anyone who does not possess a valid general contractor's permit or license, including specialty classifications for the work, as provided by the foregoing sections of the State Code, and rules and regulations promulgated pursuant thereto and that said bid may not be considered without evidence being produced that he is so qualified. Trade contractors must be duly licensed in accordance with applicable law. The Owner may not enter into a contract with a nonresident corporation that is not qualified under the State law to do business in Alabama.

SECTION III AWARD AND EXECUTION OF CONTRACT

III.1 CONSIDERATION OF PROPOSALS

After the Proposals are opened, read and checked, the results will be made public. Until the final award of the Contract, the Owner reserves the right to reject any and all Proposals, and to waive technical errors. A Proposal will not be considered unless signed by the Bidder or his authorized agent and accompanied by cashier's check drawn on a state bank in the Owner's state or Bid Bond.

III.2 AWARD OF CONTRACT

The successful Bidder will be notified by "Notice of Award" mailed to the address shown on his Proposal.

In order to be considered for the award, the Bidder shall present to the Owner, when requested, satisfactory evidence that:

(a) He has the necessary capital and financial resources to undertake and complete the project.

(b) He has equipment, in good working order, adequate for performance of work within the time specified.

(c) He has within his organization, at the time, the construction management and supervisory personnel available for assignment to the project.

(d) The construction management and supervisory personnel are skilled and experienced in the particular type of work to be undertaken on the project. The bidder's attention is called to "V.2 CONTRACTOR".

(e) He has performed and completed similar work of similar magnitude in a satisfactory manner.

(f) There are no outstanding claims with the Owner on previous projects.

(g) He has complied with all qualification requirements set forth in these Specifications.

The Owner reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and complete the work contemplated therein.

The Contractor shall use the personnel he submits as evidence of qualification throughout the construction of the project.

III.3 CANCELLATION OF AWARD

The Owner reserves the right to cancel the award of the Contract before its execution by either the Contractor or Owner without any liability against the Owner or the Engineer.

III.4 REQUIREMENTS OF CONTRACT BONDS

In order to insure the performance of the Contract and indemnify and save harmless the Owner and the Engineer from all damages, the Bidder, to whom the Contract is awarded, shall within fifteen (15) days from the award furnish the Owner, Surety Bonds equal to one hundred (100%) per cent of the total contract amount for Performance of Work and Payment of Labor and Materials.

Bonds shall be made on approved Bond Form, furnished by a Surety company authorized to do business in the state. The Bonds shall be countersigned by an authorized agent who is a resident of the state. The Bond shall have attached power of attorney of the signing official. Bonds shall be valid for twelve (12) months from date of final acceptance of the work.

III.5 EXECUTION OF CONTRACT BY CONTRACTOR

The Contract shall be signed by the Bidder receiving the award and returned to the Owner with Contract Bonds within fifteen (15) days of Notice of Award.

III.6 APPROVAL OF CONTRACT AND EXECUTION BY OWNER

The Owner shall approve and execute the Contract within fifteen (15) days after it has been completed in its entirety with all requirements properly met and its presentation to the Owner unless the Contractor agrees in writing to a longer period. No contract is binding upon the Owner until it has been executed by the Owner. The date of the execution of the Contract shall be when signed by the Owner. The "Notice to Proceed" may be held by the Owner for a reasonable time to remedy details of the project.

III.7 FAILURE TO EXECUTE CONTRACT

Should the successful Bidder or Bidders to whom a Contract is awarded fail to execute a Contract(s) and furnish acceptable Contract securities and evidence of insurance, as required, within fifteen (15) days after the prescribed forms have been presented to him/her, the Owner shall retain the proposal guaranty, or recover from the principal or the sureties, if the guaranty is a bid bond, the difference between the amount of the Contract as awarded, and

the amount of the proposal of the new lowest Bidder. If no other bids are received, the full amount of the proposal guaranty shall be so retained and recovered as liquidated damages for such default. Any sum so retained or recovered shall be the property of the Owner. In the event of the death of the lowest Bidder (if an individual) between the opening of the bids and ten (10) days following award of the Contract the Owner shall return the Proposal Guaranty to the estate of the Bidder.

III.8 WAIVER OF TRIAL BY JURY

The parties to the Contract desire to avoid the additional time and expense related to a jury trial of any disputes arising hereunder. Therefore, it is mutually agreed by and between the parties hereto, and for their successors and assigns, that they shall and hereby waive trial by jury of any claim, counterclaim, or third-party claim, etc., including any and all claims of injury or damages, etc., brought by either party against the other arising out of or in any way connected with the Contract and the relationship which arises here from. The parties acknowledge and agree that this waiver is knowingly, freely and voluntarily given, is desired by both parties, and is in the best interest of both parties. Further, the parties mutually agree that all such proceedings or related proceedings shall be filed in and conducted in a court located in the county of the Owner's central office location.

SECTION IV SCOPE OF WORK

IV.1 INTENT OF PLANS AND SPECIFICATIONS

The Plans, Specifications, Bidder's Documents, Contract Documents, Bidder requirements, and all other agreements are interrelated and their intent is to prescribe a complete improvement. The Contractor shall perform all items of work in the Proposal Forms, Plans, and reduced work or extra work as ordered. The Contractor shall furnish, unless provided otherwise, all material, machinery, equipment, supplies, transportation and labor for the completion of the project. The Contractor shall, for the price bid, perform all work shown on the Plans, required by the Specifications, or as reasonably inferred, requested, or as required for a complete and workable project. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. Performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. Not all details are shown, particularly for architectural, equipment, and building details. Where details are not shown, the Contractor shall submit proposed details to Engineer for review, and shall perform the work in accordance with details accepted by the Engineer.

IV.2 ALTERATION OF PLANS AND CHARACTER OF WORK

The Engineer may without notice to the Surety and without change in the unit bid prices, make alterations in the Plans or the work and its quantities to complete the proposed

construction. Alterations shall not be considered as a waiver of any of the conditions of the Contract or Bonds.

IV.3 CHANGE ORDERS

The Engineer may order additional or reduced levels of work or materials. If not listed as a pay item or if not included in the Contract Unit Prices, it will be Extra Work, modified work, or deductive work and the total Contract Price unchanged, increased, or decreased. The Engineer will ask the Contractor for a proposed cost to complete the Work. If the Owner approves the proposed cost, it shall become a part of the Contract. If the Owner considers the price excessive on extra work, the Owner may have the Contractor perform the work on force account. The Contractor shall not, except in an emergency, perform work that he may deem "extra work" without first giving prior written notice to the Engineer. In all circumstances, the Contractor shall take appropriate measures to mitigate extra cost and time. Whenever changes are made, whether they eliminate or deduct work or create extra work or when differing conditions are encountered, credits or payments for a Change Order will be made by use of any one of the following methods:

- (1) Unit prices or combinations of unit prices which formed the basis of the original Contract.
- (2) A lump sum mutually accepted based upon the Contractor's estimate which is properly itemized and supported by sufficient substantiating data to permit evaluation by the Engineer and Owner.
- (3) Actual cost of performing the work (estimated cost for reduced work) plus fifteen (15%) percent of actual cost to cover supervision, overhead, bond, profit, and all other costs. The Contractor shall submit to the Owner itemized cost sheets showing actual cost of performance of the work. Actual costs are defined as Required Labor Costs, Labor Insurance, Workmen's Benefits, and Social Security; Cost of Required Materials; and actual Rental Costs of Required Construction Equipment. When the work is performed under this method, the Contractor shall take appropriate measures to mitigate the costs and time incurred.

The Contractor shall promptly price and provide all other information to the Engineer to allow prompt evaluation and processing of change orders. The Contractor shall devote sufficient attention to change orders and provide adequate resources to start and complete change order work in an expeditious manner. The Contractor shall not be entitled to any reparation or compensation on account of such additional time or extension of time. The Contractor shall not be entitled to extra time or extra compensation associated with his failure to always act in a timely manner.

For unit price items, the quantities shown in the "Items of Work" reflect estimates. The actual quantities will be adjusted during construction to reflect the conditions encountered, or other changes or Owner preferences. Inasmuch as the actual quantities may vary considerably from the quantities listed in the schedule or shown on the drawings, the bidders shall insert prices that represent his actual cost. The Contractor will be paid for only

the quantities actually installed and approved for payment. Modification to quantities with contractually established unit prices does not constitute extra work.

IV.4 CLEANUP

During construction, the Contractor shall continuously keep all dirt, mud, and dust, etc., cleaned from all roads, streets, highways and parking lots, etc. that may be affected by his work. The Contractor shall take whatever measures are necessary to maintain such roads, streets, and highways in a clean and safe condition at all times.

The Contractor shall clear and remove debris from the project sites as a result of construction. He shall maintain and restore in an acceptable manner all property, both public and private, and leave the Right-of-Way, adjacent property, and sites of the improvements in a neat condition.

He shall thoroughly clean all discoloration, mud, dirt, rust, paint, markings, concrete splatter, ink or other lettering, and stains of any nature, etc. from all structures and surfaces, etc.

The Contractor shall take appropriate measures during and throughout construction to prevent discoloration and staining, etc., of all surfaces during construction. He shall provide cleaning of all mud, concrete splatter, oil, and stain-producing materials, etc. during construction as required to facilitate final cleaning. Regardless, all discoloration and staining, etc., shall be totally removed at the completion of construction. The Contractor shall use pressure washing, steam cleaning, chemical cleaning, and whatever additional measures may be necessary to totally remove all traces of all discoloration and all stains of all types, etc. The cleaning shall be conducted in a manner that the final surface appearance is uniform and attractive.

When facilities are cleaned prior to the completion of all work, and then startup, operation, or other activities by the Owner or Contractor result in the need for additional cleaning, such cleaning shall be performed by the Contractor.

These cleaning requirements apply to the entire project including but not limited to all, floors, walls, ceilings, structures, buildings, roofs, windows, enclosures, equipment, walks, sidewalks, steps, stairs, metal surfaces, fiberglass surfaces, plastic surfaces, masonry, paving, concrete, asphalt, and all other surfaces, etc.

These cleaning requirements also apply to all electrical facilities, including but not limited to, inside and outside of electrical panels, conduits, pull boxes, and lights, etc. Protect electrical facilities from concrete splatter when concrete is being placed. Clean all dust and debris, etc. from the inside of all electrical and control panels, etc.

SECTION V CONTROL OF WORK

V.1 ENGINEER

Project communication is generally through the Engineer and the work shall be accomplished under the inspection of the Engineer. The Engineer shall decide questions which arise concerning materials furnished, and work performed. The Engineer shall interpret the Plans and Specifications during the fulfillment of the Contract. The Engineer shall have

authority to decide disputes and mutual right between Contractors. The Engineer is not authorized to increase the obligation of the Owner to the Contractor, except in accordance with the terms of the Contract.

The Engineer may inspect the Work at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine in general if the work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. However, the Engineer will not be required to make exhaustive or continuous on-site inspections to check quality or quantity of the Work. On the basis of on-site observations as an engineer, the Engineer will keep the Owner informed of progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work.

The Engineer will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Engineer will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Engineer will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work. The Engineer has no authority to supervise or control the Contractor (or subcontractors) or any of their personnel.

The Engineer shall have no obligation or duty to prepare a list of incomplete work until the Contractor has complied with all the requirements of Project Completion. However, should the Engineer produce any preliminary list of incomplete work and provide it to the Contractor, the Engineer is in no way responsible for listing all incomplete or unacceptable items. Such a list may require more time and personnel than the Engineer could devote and may be totally impractical if significant work remains. Whether or not any preliminary list of work is prepared by the Engineer, the Contractor shall not be entitled to any claim whatsoever in regard to such a list. If such a list is given to the Contractor, it shall be solely for the convenience of the Contractor and shall not in any way be considered to be a complete or semi-complete list of incomplete work. The Contractor shall not in any way assume that the list is in any way representative of all the work remaining or is even representative of the importance or magnitude of the remaining work. It is the responsibility of the Contractor to prepare his own listing of incomplete work.

The Engineer will have authority to reject Work which does not conform to the Contract Documents. However, neither this authority of the Engineer nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Engineer to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work.

The Engineer shall review and approve or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods,

coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The Engineer's review shall be conducted in a reasonable time period while allowing sufficient time in the Engineer's judgment to permit adequate review. Review of a specific item shall not indicate that the Engineer has reviewed the entire assembly of which the item is a component. The Engineer shall not be responsible for any deviations from the Construction Documents and in all cases the Contractor shall remain responsible for the deviations. The Engineer shall not be required to review partial submissions, submittals containing significant inaccuracies, submittals not properly and thoroughly coordinated by the Contractor, or those for which submissions of correlated items have not been received.

V.2 CONTRACTOR

The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Engineer at once.

The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.

The Contractor shall be fully responsible to the Owner for all acts and all omissions of the Contractor's employees, Subcontractors and their agents and employees, and all other persons performing portions of the Work for the Contractor. The Contractor shall be solely and fully responsible for all safety associated with all work by his personnel, subcontractors, suppliers, agents, and employees, etc. The Contractor shall be fully responsible for the quality of work of and for supervising all work by his subcontractors, suppliers, agents, and employees, etc. The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Engineer in the Engineer's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor. The Contractor shall be responsible for inspection of portions of Work already performed under this Contract to determine that such portions are in proper condition to received subsequent Work. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

The Contractor's superintendent, project manager, assistant project manager, and other key project personnel shall be thoroughly knowledgeable regarding all the types of work required to safely and fully complete the entire project in full accordance with all the Plans and Specifications. They shall have a complete understanding of all the potential dangers that may be encountered in the work required by this project. They shall implement and enforce proper safety procedures throughout the entire duration of the construction. They shall

also be very well-experienced in their position in performing similar projects (including water and wastewater projects where the project involves water or wastewater) with the same or greater complexity. All Contractor personnel shall be well-experienced at all tasks they are performing. The full-time project manager shall have acceptable experience being the full-time project manager on at least three prior similar projects of similar type and complexity. For projects where a pump station is to be constructed or modified, the minimum required experience shall be similar pump stations or treatment plants on projects of similar or greater complexity and size. For projects where a treatment plant is to be constructed or modified, the minimum experience shall be treatment plant experience on projects of similar or greater complexity and size.

The Contractor shall utilize office and field personnel who have a full understanding of all the risks and potential dangers that may be associated with all the different types of work involved in the project.

The Contractor shall be solely responsible for insuring that he is in full compliance with all Contract requirements, all requirements in the specifications, and all requirements in the drawings.

V.3 DRAWINGS

The Plans accompanying these Specifications form a part of the Contract and include the drawings showing the location and details of the work insofar as practicable. No change or alteration shall be made in the plans without the written permission of the Engineer. The figure dimensions on the Plans are assumed to be correct, but the Contractor is warned to check carefully all dimensions before proceeding with the construction. Should any errors be discovered, the Engineer's attention shall be immediately directed to same, and his decision in the matter shall be final.

V.4 COORDINATION OF PLANS AND SPECIFICATIONS

These Specifications, the Supplemental Specifications, the Plans, Special Provisions and all supplementary documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and provide for a complete work. All details and requirements related to items of work or equipment, etc., are not shown in one location in the plans or in one specification. The Contractor shall use the complete set of plans and specifications in its entirety to determine and comply with all project requirements. In case of discrepancy, figured dimensions, unless obviously incorrect, shall govern over scaled dimensions. Supplemental Specifications shall govern over the General Specifications. Plans shall govern over Specifications. Special Provisions shall govern over Specifications, Supplemental Specifications and Plans. The latest revision or its replacement of a professional association's specification or regulatory requirement shall govern.

It is the intent of the Drawings and Specifications that the Contractor shall furnish all labor, tools, materials, equipment, transportation and services necessary for the proper execution of the work so shown and/or described, unless specifically noted otherwise. The Contractor shall execute all work so described in full conformance with the Plans, Specifications and all Contract Documents; shall perform all incidental work necessary to

complete the project in an acceptable manner; and shall fully and satisfactorily complete all work, facilities, and improvements, ready for use, occupancy and operation by the Owner in a timely manner. To avoid delaying the schedule, the Contractor shall always spot check by exposing, measuring, etc. the existing facilities early in the project to coordinate the changes as shown or implied by the Contract Documents to existing facilities i.e., piping, equipment, etc.

The Contractor shall not take advantage of errors or omissions in the Plans or discrepancies between the Plans and Specifications. It shall be his responsibility to notify the Engineer of any errors or discrepancies found and ask for a clarification. The Engineer will make the corrections or clarifications. After discovery of such inconsistencies or ambiguities by the Contractor, any work done by the Contractor on any part of the project affected by such inconsistencies or ambiguities before receipt of written corrections from the Engineer shall be at the Contractor's risk.

V.5 SHOP DRAWINGS, SUBMITTALS, AND O & M MANUALS

The Contractor shall provide all shop drawings, setting layouts and schedules, pipe layout and installation schedules, piping installation details, and such other drawings as may be necessary for the proper and satisfactory prosecution of the work in accordance with the intent of the Drawings and Specifications and to secure a complete and operable project capable of satisfactory performance of the service intended. Upon the request of the Contractor, the Engineer may waive this requirement in the case of standard manufactured items named in the Specifications. The drawings shall be submitted in accordance with an orderly schedule based upon time required for fabrication or manufacture, delivery, and installation of items presented in shop drawings which is coordinated with the Contractor's construction schedule and allows the Engineer reasonable time to review submittals including re-submittals. The Engineer's review time will be longer for submittals for complex equipment and for submittals where the Contractor has not completely complied with all submittal requirements.

Shop drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Engineer shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

The actions required to be taken by the Contractor during the submittal process shall include, but shall not be limited to the following:

(a) The Contractor must thoroughly review and coordinate all submittal data before forwarding such material to the Engineer for his review, shall indicate on the submittal material that he has made such a review, and shall verify such indication or statement by his signature or initials on the Contractor's stamp. The Contractor shall clearly mark all corrections, etc., on the submittals, shop drawings, and O&M Manuals prior to furnishing to the Engineer. If the corrections and markup, etc., are significant, the Contractor shall have the manufacturer or fabricator, etc., prepare a new corrected submittal or shop drawing or O&M Manual prior to furnishing to the Engineer. The new submittal shall also be reviewed

by the Contractor in full accordance with the requirements herein prior to furnishing to the Engineer. Further, all electrical and control submittals shall be thoroughly reviewed and coordinated by the Electrical Subcontractor who shall also stamp and sign or initial those submittals. The requirement for review and coordination by the Electrical Subcontractor of electrical and controls also applies to equipment not being provided by the Electrical Subcontractor. All electrical and control submittals (regardless of the manufacturer or supplier) shall also be thoroughly coordinated by SCADA or instrumentation supplier/manufacturer/system integrator prior to making the first submittal. Any submittals apparently not having been thoroughly reviewed or fully coordinated by the Contractor, and Electrical Subcontractor and system integrator as appropriate, may be returned to him (without review, or with partial review, by the Engineer) for re-submittal. Any comments, questions, corrections, or modifications to the submittal as a result of the review by the Contractor, Electrical Subcontractor and system integrator shall be made to the submittal (by the original producer of the submittal unless approved otherwise by the Engineer) prior to the first submittal to the Engineer. All parties required to review or coordinate the submittals shall utilize personnel who are qualified and experienced at reviewing such submittals.

Each submittal shall be numbered consecutively in order of submission to the Engineer. Resubmittals shall be designated with the original submittal number and the suffixes A, B, C, etc., as required, to indicate consecutive resubmissions.

(b) Submittal items shall be referenced to the applicable Division, Section and page numbers of the Specifications.

(c) Submittal items shall be referenced to sheets (by number) of the Contract Drawings on which such items appear, when applicable.

(d) Any and all particular features of the items submitted that may deviate from those specified and/or shown in the Contract Specifications or Drawings shall be clearly indicated by notations on the submittals and on a separate "Exceptions" sheet submitted by the Contractor.

(e) Submittals shall be legible and should be original information. Copies of facsimiles will not be accepted. The "Exceptions" sheet shall be completed by the Contractor and included with all his submittals. The "Exceptions" sheet shall state "None" if there are no exceptions and shall be included with the submittal. The "Exceptions" sheet must be executed (signed and dated) by the Contractor. The Contractor shall include in the list of exceptions all discrepancies in the submittal. (For example if an item is shown to have one coating in one part of the submittal but a different coating in another part of the submittal, the Contractor shall list such discrepancies as exceptions.) The Engineer shall not be required to find all discrepancies or exceptions as that is the responsibility solely of the Contractor to list all exceptions and discrepancies. The Engineer shall not be required to evaluate any request for an exception unless it is clearly listed on the "Exceptions" sheet included with the submittal.

(f) Submittals for equipment, materials, etc. from different specification divisions shall not be made under a single letter of transmittal.

(g) Submittals shall be stamped "Submittals" on exterior of their envelope or package.

(h) The submittals shall contain all information required for the Engineer to determine, if he desires, if the item being proposed fully and completely complies with all

requirements of the Specifications. Where all such information is not submitted, this shall represent the Contractor's certification that such items are in full compliance with all requirements of the plans and specifications.

(i) The Contractor shall cross out all non-applicable information, models, and options, etc. such that all information remaining pertains specifically to the items being furnished.

(j) The submittal shall show all required information relating to coordination with or connection to other equipment. Properly coordinate the location and orientation of all equipment. Insure equipment does not conflict with other requirements or structures, etc. All control panels and all wiring, including interface with other signals, alarms, or equipment, shall be clearly shown. Clearly show all field wiring and all connections to other equipment including the terminal numbers in other equipment. The Contractor shall fully coordinate all equipment and connections provided for work as shown in the submittal with Electrical, Control, and Panel Suppliers and/or Subcontractors. All electrical and control functions shall be clearly labeled. Provide supplementary notes and descriptions if needed to avoid any confusion.

(k) Equipment shop drawing submittals shall contain the manufacturer's handling and storage requirements, including all maintenance required during storage, type of storage (indoor, outdoor, etc.), heat source, or storage temperature requirements, short term or long term requirements, and all other pertinent storage and maintenance requirements for type of job, location, and exposures. This storage information shall be clearly written, easy-to-understand, detailed, and complete. If preprinted storage instructions are provided, cross out all non-applicable information. Storage instructions shall separately state instructions for short-term storage, long-term storage, and storage after equipment is installed but before placed into fulltime operation. Where motors are part of the submitted equipment, provide the same type of storage information specific to the motors that are provided. Unless clearly stated otherwise by the manufacturer's storage information, storage in utility trailers, or portable storage units (Conex, etc.) shall not be considered indoor or inside storage. Where the required storage requirements are not clear to the Engineer, the equipment shall be stored indoors and inside a permanent structure with conditioned temperature for cooling by air conditioning and heating.

(l) Show anchor bolts and installation requirements. Specifically list all spare parts that will be provided. Specifically list all installation, startup, and training services that will be provided.

(m) Provide all other information requested by Engineer to assist him in understanding the items being provided, the operation of the equipment and controls, the submittals, and the coordination with other equipment.

(n) Provide manufacturer's certification and Contractor's certification that all submittal requirements are fully complied with except as specifically noted. These certifications shall be on a form prepared by and furnished by the Engineer.

(o) Where product samples are submitted for review, the Contractor shall submit a minimum of three samples (i.e. in triplicate) which will be retained by the Engineer/Owner. The samples shall be clearly labeled by permanent labeling to identify the item, date, submittal number, model and/or color, etc., as applicable. All colors to utilized on the project shall be submitted at one time to coordinate and facilitate color selection by the

Owner. Where required, color charts or samples shall be included in the color submittal for the following items as a minimum: paints, thorocoat, sealants, caulk, brick, mortar, block, fans, louvers, doors, and windows, and other similar items, etc. Provide color samples for other items as applicable or as required.

(p) All equipment manufacturers shall include in their submittal a Submittal Certification Form prepared by the Engineer and executed by the manufacturer's engineer in responsible charge stating that (1) they have responsible control over the submittal, (2) they have thoroughly reviewed and understand the project requirements and the submittal requirements, (3) the submittal is in full accordance with submittal requirements contained in the General Specifications except as the manufacture itemizes below, and (4) an acknowledgement that the submittal will not be reviewed by the Engineer if it is not in full accordance with all submittal requirements.

(q) The equipment manufacturer's Submittal Certification Form prepared by the Engineer shall include a space which shall be executed by the Contractor stating that (1) he has carefully reviewed the submittal, (2) it has been reviewed and coordinated by Electrical Subcontractor and SCADA/system integrator, (3) it has been thoroughly coordinated as required, (4) the paint system proposed in the submittal meets all the project painting specifications including but not limited to preparation, coating system, number of coats, thickness, color, (5) the submittal contains long term and short term storage instructions specific for the project including but not limited to whether or not equipment must be stored in conditioned space, heated space, or only out of the weather, etc. (In the absence of clearly written instructions to the contrary, equipment shall be stored in heated and air conditioned space.), (6) the submittal contains listing of all spare parts and these are in conformance with the specifications, (7) the submittal states the manufacturer's field services being provided, (8) the submittal states that all exceptions are listed on an attached sheet, and (9) an acknowledgement that the submittal will not be reviewed by the Engineer if it is not in full accordance with all submittal requirements.

(r) The equipment manufacturer's Submittal Certification Form prepared by the Engineer shall include a space which shall be executed by the Electrical Subcontractor stating that (1) he has carefully reviewed the submittal, (2) it has been reviewed and coordinated by Electrical Subcontractor and SCADA/system integrator, (3) it has been thoroughly coordinated as required, (4) the submittal clearly shows all connecting wiring (including power, control, instrumentation, and SCADA) including but not limited to voltages, power sources, and (where applicable) signal types. This Electrical Subcontractor certification is not required on items that have no electrical or wiring components.

The Engineer shall not be required to review submittals that are not in full compliance with all the submittal requirements. However, should the Engineer elect to review such submittals, the review time will be longer.

The Engineer does not necessarily review all details of all submittals. For some submittals, the Engineer's review may be very limited. Regardless of the Engineer's review or limited or partial review, the Contractor remains fully responsible for full compliance with all requirements of the plans and specifications.

Unless a greater number is called for in various portions of these Specifications the minimum number of copies of submittal data shall be six (6).

Deviations from the Drawings and Specifications shall be called to the attention of the Engineer by the Contractor at the time when such shop drawings or other drawings are first submitted to the Engineer for his consideration. The Engineer's review of any data shall not release the Contractor from responsibility for such deviations, or any subsequent deviations not noted by the Contractor or the Engineer. Any disclaimers or similar statements in the submittals shall not relieve the Contractor, Subcontractor, manufacturer, or equipment supplier of their responsibility.

The Contractor shall coordinate and verify dimensions, arrangements, configurations, and orientation, etc., to insure that all items fit properly in the space available and are accessible for maintenance and replacement, etc.

Shop drawings and other drawings submitted for review by the Engineer shall bear the Contractor's certification. The certification shall represent that he has reviewed, checked, and approved such drawings; that they are in harmony with the requirements of the project and with the provisions of the Contract Documents; that he has verified all field measurements, construction criteria, materials, catalog numbers, and similar data; and that the work represented by the shop drawings is recommended by the Contractor and that the Contractor's Guaranty will fully apply. The Contractor shall insure that all markups in the submittal and all comments returned with the submittal are properly incorporated in all products delivered to the project. Regardless of the Contractor's procedures and by virtue of the Contractor submitting the data to the Engineer, he thereby certifies the above and that he has coordinated the submittal with his work. If the Engineer marks up the shop drawing or submittal, the Contractor shall carefully review, check, and coordinate the Engineer's comments prior to releasing the shop drawings and shall promptly notify the Engineer if he disagrees or doesn't understand the markings. Regardless, the Contractor remains fully and solely responsible for compliance with the plans and specifications.

The finished assemblies represented by the shop drawings and other such drawings are required to be in conformance with the standards of the Occupational Safety and Health Administration, wherever applicable. Manufacturer or contractor shall prepare detailed installation drawings for each assembly.

The Contractor shall submit Operation and Maintenance (O&M) manuals for all equipment of all types provided for the project. This also includes but is not limited to all electrical equipment, monitoring equipment, instrumentation, and controls, etc. O&M Manuals shall be handled the same as other submittals, and shall be accompanied by the same Submittal Certification Form executed by the Manufacturer and the General Contractor. The manual shall contain sufficient drawings, with all equipment components clearly labeled and identified, such that maintenance personnel can promptly determine each and every individual component requiring maintenance and its location as discussed in the manual. The drawings shall be detailed and easy to understand. The manual shall address all recommended maintenance as well as all safety precautions and procedures. The manuals shall fully describe all the features of all equipment. The controls and panels, including but not limited to all alarms, lights, and switches, etc., shall be clearly explained. The O&M manuals shall have a table of contents and be tabbed, bound, and arranged as necessary for easy reference and use. The Contractor shall review the O&M manuals to insure compliance with all submittal requirements prior to submitting them to the Engineer. The manuals shall be revised as

necessary prior to making submittal to the Engineer. Two initial manuals shall be submitted a minimum of 90 days prior to equipment startup for Engineer review. The manuals shall be customized specifically to this project and specific for the equipment actually provided. If the O&M manual contains references to equipment components or parts or material different from that actually furnished, the Contractor shall cross out the inapplicable references or sections. The manual shall not include references to “optional” features or components, etc., without clearly and specifically clarifying whether such an option was actually provided. If an optional feature is provided, delete references to “optional”. If an optional feature is not provided, cross out references to the feature. The submitted manual will not be considered acceptable if it contains inapplicable references that are not marked out. Any O&M manuals apparently not having been thoroughly reviewed or fully coordinated by the Contractor, may be returned to him (without review, or with partial review, by the Engineer) for re-submittal. The Contractor shall submit originals or very high quality copies.

The O&M manual for a piece of equipment shall contain an Equipment Maintenance Summary Form that summarizes all routine maintenance requirements of the equipment provided in a concise, easy to follow format. The form shall also clearly indicate maintenance frequency, required lubricants, and lubricant quantity. The form shall also clearly show any required initial oil changes due to the use of different lubricants for storage or due to short change intervals at startup. The form shall be located in its own tabbed division and the tab shall be clearly labeled “Maintenance Summary.”

The exact location of every lubrication point or adjustment point, etc, shall be clearly shown and labeled in high quality drawings or photographs. The drawings or photographs shall be such that maintenance personnel can quickly discern the exact location of all items requiring attention. Provide multiple drawings (both overall system and detailed) or photographs where helpful for immediate understanding.

All O&M manuals shall be organized, arranged, and tabbed to allow operators and maintenance personnel to easily and promptly find all needed information. Provide whatever features, figures, and drawings, etc., may be desirable for a very user-friendly manual. Where the manual pertains to multiple models of non-identical equipment, each separate model shall be in its own tabbed division of the manual and the division shall be clearly labeled and contain all the information, drawings, and maintenance summary for that specific model.

After the O&M manual is accepted by the Engineer, the Contractor shall submit six (6) copies of the final O&M Manual.

V.6 DATA FOR SHOP DRAWINGS

The Contractor shall submit, for review by the Engineer, complete catalog data for materials and every manufactured item of equipment and all components to be used in the work, including: specific performance data, material description, rating, capacity, working pressure, material gauge or thickness, brand name, catalog number, general type, and other pertinent data. Where equipment or material is of a minor nature, the Contractor shall furnish the Engineer a complete list, giving names of manufacturers, catalog numbers, and other applicable data. Submittals shall be compiled by the Contractor and reviewed by the Contractor and Engineer before equipment is ordered. Where details of items of equipment

are affected by details of items of other equipment, submittals for such associated items of equipment shall be compiled by the Contractor and reviewed by the Contractor and Engineer before any such associated items of equipment are ordered.

Catalog data for equipment and materials submitted by the Contractor shall not supersede the Contract Documents. The Contractor shall check the equipment, materials, and work described by the catalog data against the requirements set forth in the Contract Documents in order to determine the existence of any errors or deviations. The review by the Engineer shall not relieve the Contractor of the responsibility for correcting and/or remedying such deviations from the Drawings and/or Specifications, either by redesign or by submitting equipment or materials fully meeting the requirements of the Contract Documents. The Contractor shall, in writing, call the attention of the Engineer to equipment and materials deviations at the time of the submittal. If the equipment or material should be accepted, the Contractor will ensure the proper fit of the equipment in the work and guarantee that the equipment or material is suitable for the service intended and that the performance of the equipment or material, with respect to life and efficiency, will equal or exceed that of the equipment or material specified. The form, extent and specifics of the Contractor's Guaranty shall be subject to the decision of the Engineer. Review by the Engineer of the Contractor's submittals of catalog data shall not relieve the Contractor of responsibility for errors in the submittals.

Engineering concurrence of all data described above is a prerequisite to the ordering of the equipment or materials by the Contractor, and, in the case where shop drawings may be required, the acceptability of the shop drawings is also a prerequisite to the manufacture of the item.

V.7 COOPERATION WITH UTILITIES

The Owners or Operators of Private or Public utilities shall have access to the work for the installation or repair. When taking any utilities out of service for construction purposes, the Contractor shall attain the permission and coordinate and comply with whatever requirements the utility Owner may have to minimize the time the utility must be removed from service. This may include such requirements as performing the work at night, weekends, or early morning hours (midnight and later) as may be designated by the utility Owner. The number of shutdowns shall be minimized. This may require two or more separate, independent crews both working simultaneously. All shutdowns shall be carefully planned by the Contractor to insure minimal disruption with a written plan submitted by the Contractor. Backup equipment and materials shall be provided by the Contractor as appropriate or required. No compensation shall be allowed because of the delay or interference caused by such work.

V.8 COOPERATION OF THE CONTRACTOR

The Contractor will be supplied with three copies of the Plans and Specifications. The Contractor shall have on the Work, at all times, one copy of the Plans and Specifications. The Contractor will cooperate with the Engineer, Owner and other Contractors.

The Contractor shall have a competent Superintendent with authority to direct the work as required by the Engineer. The Superintendent shall be furnished irrespective of the amount of work sublet and shall have authority over all subcontract work.

It may be necessary that certain items of work be completed, fully tested and placed in service before other facilities can be constructed. This often applies when the project involves work associated with existing treatment plants, pump stations, or lift stations, etc. The plans and specifications may not call out any or all of the work elements where such sequencing is necessary. It is the Contractor's duty to identify any such or similar sequencing and implement such sequencing at no additional cost or time to the Owner. The structures and facilities that the Contractor shall have completed and ready for operation in order to fulfill the above requirement shall be scheduled with the Engineer. After all testing and equipment adjustment has been performed to the satisfaction of the Engineer, the facilities shall be placed in operation with the assistance of the Contractor. The personnel of the Owner shall then perform all operating functions in accordance with instructions previously received from equipment manufacturers. The Contractor shall be required to keep the existing facilities and place new units in operation in a manner to best keep the existing facilities operating. All start-up shall be scheduled with the Engineer.

V.9 SITE ENGINEERING

The Plans show the lines and grades for the prosecution of the work. The Contractor shall be fully responsible for construction to the alignment, elevations and dimensions and shall provide the stake-out of the project off of existing bench marks and stations. The Contractor shall be held responsible for the preservation of all stakes and bench marks. If, in the opinion of the Engineer, any of the construction stakes or bench marks have been carelessly or willfully destroyed or disturbed by the Contractor, the cost to the Owner of replacing them shall be charged against the Contractor.

The Contractor shall set the elevation of all structures, tanks, pipes, and gates, etc. The Contractor shall be solely responsible for verifying all such elevations prior to pouring concrete, etc. The Contractor shall be solely responsible for the satisfactory removal and replacement of any structure, tank, pipe, or gate, etc. that is later determined not to be in full compliance with contract requirements.

The Contractor shall furnish all materials for marking and maintaining points and lines and shall furnish such labor as may be required. When required by the Contract Documents, the Contractor shall provide independent and adequate building facilities to perform field laboratory and/or office for inspection. The Plans and Standard Specifications will indicate the requirements for any required facilities.

V.10 INSPECTORS, ASSISTANTS, AND REPRESENTATIVES

Inspectors, assistants or representatives shall not be authorized to alter the Plans and Specifications; nor shall they act as foreman for the Contractor, or interfere with the management of the work. Any advice which they may give the Contractor shall not be construed as binding the Engineer or the Owner in any way, nor releasing the Contractor from fulfilling all of the terms of the Contracts. Inspectors, assistants, and representatives are not authorized to supervise or control the Contractor or subcontractor personnel or their work.

V.11 INSPECTION OF THE WORK

The Contractor shall furnish the Engineer with facility for ascertaining whether or not the work performed and materials used are in accordance with the requirements and intent of the Contract. At any time before final acceptance of the work, the Contractor shall, if the Engineer requests, remove or uncover such portions of the finished work as the Engineer may direct. After the examination, the Contractor shall restore the work to the standard required by Specifications. If the work is acceptable and if the Engineer had been given ample opportunity to inspect the work prior to its being covered, the uncovering or removing shall be paid for as Extra allowed the Contractor. No work shall be done nor materials used without providing the Engineer the opportunity to inspect. Failure to reject any defective work or material shall not prevent later rejection whether or not such Work is fabricated, installed, or completed. Failure to detect or reject defective work shall not relieve the Contractor of his responsibilities nor impose any liability on the Engineer. Inspection is not acceptance and shall not constitute acceptance by the Owner. The Contractor is solely responsible for performing all the work in full accordance with all the requirements of the Contract.

V.12 DEFECTIVE WORK

Defective work shall be removed and replaced without extra compensation. Should the Contractor fail to remove defective work when so ordered by the Engineer, the Engineer may withhold payment. Any work not in full compliance with the requirements of the plans and specifications shall be considered defective work.

In any case, the amount previously paid to the Contractor for defective work may be reduced at any time the Owner determines it is in his best interest. The Owner may also, at any time, deduct amounts and require the Contractor to reimburse amounts and withhold further payment for all costs associated with the complete correction of the defective work to the full satisfaction of the Owner. These deductions or reimbursements shall include, but not be limited to, the full cost of satisfactorily removing all work not in full compliance with all Contract requirements, as well as any other work that must be removed or modified in order to correct or replace the work in non-compliance.

If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as determined by the Owner to be appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

V.13 UNAUTHORIZED WORK

Work done in excess of that provided by the lines and grades shown on the Plans or as given by the Engineer, or any extra work done without the written authority of the Engineer, will be considered as unauthorized, and will not be paid for. If Unauthorized Work is directed to be removed it shall be handled as provided by Article V.12.

V.14 MAINTENANCE OF THE WORK

The Contractor will be required to continuously maintain the work under the Contract from the date of Notice to Proceed until the work is completed and accepted. The work shall be maintained in a manner which maximizes the safety and convenience of all persons in the vicinity of the work. Maintenance work, until finally accepted, shall be included in the Contract Prices. The Contractor shall restore without compensation, all damages to the Work before its acceptance. During suspension of Work, the Contractor shall be responsible for all materials and construction.

The failure of the Contractor to comply with maintenance of the Work may result in notification by the Engineer to the Contractor's superintendent or his employee in charge to comply with the required maintenance. If the Contractor fails to remedy unsatisfactory maintenance within three (3) days after the date of issuance of this notice, the Owner may proceed to maintain the work. However, regardless of whether or not the Contractor is notified of his failure to maintain the work, and regardless of whether or not the Owner maintains the work, it shall remain the responsibility, solely, of the Contractor to maintain the work. The entire cost of this maintenance will be deducted from monies due the Contractor.

This requirement applies to all aspects of the work. This includes but is not limited to such items as site, materials, equipment, supplies, cleaning, and electrical components and work, etc.

V.15 RECORD DOCUMENTS

Engineer shall provide to the Contractor, one complete set of Contract Documents to be used by the Contractor for the purpose of documenting as constructed information for all elements of Work. These as constructed documents generated by the Contractor may then be used by the Engineer in preparing Record Drawings for the Project.

The Contractor shall make legible and accurate notations to the drawings to indicate changes. All changes shall be recorded as construction progresses and within 24 hours of a change being made. Work shall not be covered, concealed, or otherwise made inaccessible until all information has been recorded by the Contractor. Record Documents shall be maintained in a clean, dry, legible, and orderly fashion and shall not be used for construction purposes. Record Documents shall be clearly labeled: "Record Documents, Not for Construction".

Changes shall be recorded in erasable colored pencil. Alternate colors may be used to emphasize different types of changes. Changes shall be "clouded" to draw attention to effected area(s). Changes shall be legibly marked and shall include descriptions when necessary. Changes shall be dated and initialed by the Contractor.

Record Documents shall be made available to the Engineer or the Owner at all times. The Engineer may review and approve, on a monthly basis, the Record Documents. Portions of the Record Documents determined to be incomplete or incorrect by the Engineer, shall be corrected by the Contractor before monthly Pay Requests are approved. Before requesting final payment, Contractor shall provide Engineer with a completed set of clean, fully legible Record Documents. Record Documents may be reviewed by Engineer for clarity and completeness; however, the Contractor has sole responsibility for the correctness, and

accuracy of the Record Documents. The Owner may withhold final payment until the Record Documents are complete, accurate, and have met all other requirements specified herein.

Record Documents required by this Section shall be in addition to any other Record/As Built requirements contained elsewhere in the Plans and/or Specifications.

SECTION VI CONTROL OF MATERIALS

VI.1 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS

All materials or equipment used on the Work shall meet the requirements of the Specifications. The source of supply of the materials or equipment shall be approved by the Engineer before delivery is started. If it is found that products from a source are unacceptable, the Contractor shall furnish materials from other sources.

The Contractor shall warrant to the Owner and the Engineer that, unless otherwise specified, all materials and equipment furnished under this Contract shall be new, and both workmanship and materials shall be of good quality, free of faults and defects, and in conformance with the Contract Documents. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. In selecting and/or approving equipment for installation in the Project, neither the Owner nor Engineer assume responsibility for injury or claims resulting from failure of the equipment to comply with applicable federal, state, and local safety codes or requirements, or the safety requirements of a recognized agency, or failure due to faulty design concepts, or defective workmanship and materials. Material and/or equipment damaged by any cause during the construction period shall be subject to rejection by the Engineer; reconditioning and/or repairing material and/or equipment is not acceptable.

VI.2 SAMPLES, TESTS FOR SPECIFICATION COMPLIANCE

All materials shall be approved by the Engineer. Materials used without prior approval shall be considered unauthorized and will not be paid for. Tests for suspected faulty materials, work, or tests not mentioned in this Section shall be conducted by an independent testing laboratory approved by the Engineer. Such tests shall be paid for by the Contractor. Certified copies in duplicate of each test shall promptly be furnished the Engineer. Laboratory testing common to the project shall be paid by the Owner at a laboratory of his choice, unless specified otherwise. These tests include concrete breaks, inspection, soil tests, and liner tests as defined in these Specifications.

The Contractor shall cooperate, coordinate, and assist the Engineer with all testing the Owner deems appropriate for the project. Make appropriate arrangements with the Engineer and provide safe access, etc., so that all such testing can be preformed. There shall be no extra time or payment associated with this work. If retesting is necessary due to not passing on the first test, all costs associated with retesting shall be the responsibility of the Contractor.

Acceptance of materials by the Engineer shall not relieve the Vendor, or the Contractor from repairing or replacing defective materials. Any materials rejected at the site

of the work shall be removed from the premises by the Contractor in accordance with Articles V.12 and V.13.

VI.3 SALVAGE MATERIALS AND UNUSED EQUIPMENT AND MATERIALS

All existing materials and/or equipment removed and not required to be reused or relocated remains the property of the Owner. These materials and equipment will be stored orderly at the job site in accordance with the Owner's instructions. All unusable items as determined by the Owner will be disposed by the Contractor as excess materials.

All unused construction materials or equipment remaining at completion of the project will remain the property of the Contractor unless the Owner has purchased unused property through the Contract and has rightful ownership or agrees to purchase or accept ownership of materials or equipment. Making payment of stored materials throughout the job does not constitute the Owner's willingness to purchase unused materials or equipment at the end of the Work.

VI.4 STORAGE OF MATERIALS AND/OR EQUIPMENT

Materials and/or equipment to be incorporated in the work shall be properly housed or otherwise protected from corrosion and damage so as to ensure the preservation of their finish, quality, and fitness for the work. Where considered necessary to secure proper protection, the materials shall be placed on racks, platforms, or hard clean surfaces not subject to surface drainage. Factory finished items shall be stored above ground, covered, individually sealed, or housed indoors as required. Equipment shall as a minimum be stored and maintained in accordance with the manufacturer's recommendations, or in accordance with the Plans and Specifications if those storage requirements are more stringent. Equipment that has been installed but not being operated by the Owner shall be stored and protected by the Contractor in accordance with the recommendations of the manufacturer and plans and specifications. The Contractor shall be aware of the potential difficulties involved in the storage of equipment fitted with bearings which may suffer damage from a long period of idleness, and shall take such precautionary measures as may be required to preserve the life expectancy of the bearings. Materials not properly stored, housed and maintained in condition for service as intended will be deducted from the stored materials and will not be incorporated in the work. Full instructions on storage should be provided with the shop drawings (See Sections V.5 and V.6). The Contractor shall be solely responsible for equipment that is damaged due to flooding or improper storage.

No equipment (including but not limited to process equipment, electrical equipment, HVAC equipment, or mechanical equipment, etc.) shall be stored in a location where it may be flooded or otherwise unintentionally submerged, etc.

Stored materials and equipment shall be located and arranged so as to facilitate observation. When the Contractor desires to accept delivery of material or equipment which cannot be accommodated or housed on the site of the work he may, but only with the permission of the Owner, store such material and/or equipment in an insured and bonded warehouse within a 60 mile radius of the project site. Any agreement for rental of such storage space by the Contractor shall contain a provision that the material and/or equipment thus stored shall not be subject to a lien for payment of storage. A certificate of insurance

shall be furnished. The storage facility shall be climate-controlled, if appropriate. The Owner shall be protected against loss of or damage to such stored equipment by the terms and endorsements of the Contractor's insurance policies.

The Contractor shall develop an inventory of stored equipment showing the maintenance required during storage and containing a place for the Contractor to sign off when the maintenance is performed. The maintenance provided shall be stated, dated, and signed by the person performing the work. The Contractor shall notify the Engineer's representative sufficiently prior to performing the work to allow the representative to accompany the Contractor during the maintenance. The Stored Equipment Maintenance Inventory shall be submitted to the Engineer with each monthly pay request. If there is no pay request during a month, the Contractor shall submit the updated inventory monthly until project acceptable.

VI.5 U.S. PRODUCTS PREFERENCE

The successful Bidder (Contractor) shall comply with ALA. CODE §39-3-1 (1975), shall agree to utilize in the execution of the Project, materials, supplies and products manufactured, mined, processed or otherwise produced in the United States or its territories, if the same are available at reasonable and competitive prices and not contrary to any sole source specifications. It is further stipulated that a breach of the foregoing provision of this agreement by the Contractor in failing to utilize domestic products shall result in a downward adjustment in the Contract price equal to any realized savings or benefit to the Contractor.

VI.6 USE OF DOMESTIC STEEL

The attention of all Bidders and that of the successful Bidder (Contractor) is drawn to ALA.CODE §39-3-4 (1975), requiring the use of steel produced within the United States for municipal construction projects when specifications in the construction contract require the use of steel and do not limit its supply to a sole source. This provision is subject to waiver if the procurement of domestic steel products becomes impractical as a result of national emergency, national strike or other causes. Violations of the use of domestic steel requirements shall result in a downward adjustment in the Contact price to equal any savings or benefit to the Contractor.

SECTION VII LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

VII.1 LAWS TO BE OBSERVED

The Contractor shall comply with all laws, regulations, and permits. The Contractor and his Surety shall indemnify and save harmless the Owner and the Engineer and all of their representatives or agents against any claim or liability arising from or based on the violation of any law, regulation, or permit requirement, whether by himself, his employees, or his subcontractors. The Contractor agrees to indemnify and/or reimburse the Owner for any fines, violations, charges, suits, or sums of money imposed by the Alabama Department of Environmental Management (ADEM), Environmental Protection Agency (EPA), or any agency overseeing and/or issuing regulation, law or permit for any violation arising out of the work by the Contractor pursuant to this agreement. The Contractor agrees to reimburse the

Owner for all costs the Owner incurs due to the Contractor's non-compliance or alleged non-compliance with laws, regulations, and permits.

VII.2 PERMITS AND LICENSES

The Owner will procure general permits such as those required by highway departments or other utilities to allow the proposed facilities to be installed on public rights of way or privately owned rights of way; however, the Contractor shall procure all other required permits and licenses, pay all royalties and fees, and give all notices necessary. Special or supplemental permits for the Contractor's means and methods of construction such as blasting permits shall be the full responsibility of the Contractor. An exception for blasting permits is discussed in Section VII.13.

Requirements from permits acquired by the Owner for construction will be strictly adhered to by the Contractor with all stipulations within the Contractor's control being fulfilled. The Contractor shall be solely responsible for satisfying all requirements and costs of all permits and licenses acquired by the Owner regardless of whether such requirements are imposed on the Owner or are imposed directly on the Contractor. This includes, but is not limited to, any permit issued by utilities, railroad, streets or highways, governmental agencies, or regulatory agencies, etc. This shall include, but by no means be limited to, such requirements as bonds, insurance, indemnification, flagmen, and traffic control, etc. The Contractor shall obtain special or supplemental permits required by agencies to complete the work in accordance with Section VII.13. The Contractor shall indemnify the Owner and Engineer in accordance with Section VII.1.

VII.3 PATENTED DEVICES, MATERIALS AND PROCESSES

If the Contractor uses any design, device, material, or process covered by letters, patent or copyright, the Contractor and the Surety shall indemnify and save harmless the Owner and the Engineer and all their authorized representatives from any suits, or claims for infringement.

VII.4 PUBLIC CONVENIENCE AND SAFETY

The Contractor is required to conduct his work as to ensure the least possible obstruction to traffic, to ensure the least possible inconvenience to the general public, businesses, and the residents in the vicinity of the work, and to ensure the protection of persons and property. Maintain continuous access to businesses (during and near to hours of operation) and hospitals, etc. No disturbing noise will be allowed particularly in residential areas between the hours of 9:00 p.m. until 7:30 a.m. unless an emergency occurs. Permission of the proper authority is required before any road or street is closed to the public. The maintenance of continuous accessibility of fire-fighting equipment to fire hydrants and to such areas as are necessary for the provision of fire protection is a requirement of the Fire Department or the authority having jurisdiction. The provision of temporary measures as required to ensure the safe use of sidewalks and streets by the public is the responsibility of the Contractor. The proper functioning of all gutters, sewer inlets, drainage ditches and irrigation ditches is to be ensured by constant clean-up along with the work and by provision of temporary facilities where required for the maintenance of natural surface drainage. The

implementation of all such maintenance measures and safety precautions is the responsibility of the Contractor. Respond promptly and appropriately to all complaints. Coordinate and cooperate with affected property Owners and keep them advised of work schedules and activities.

No road, sidewalk or vehicle path shall be closed by the Contractor except by permission of the Engineer, and while closed the Contractor shall maintain traffic through or around the Work. The Contractor shall notify emergency agencies and the Engineer before the starting of construction of any situations that might inconvenience or endanger traffic. All right-of-ways shall be kept continuously open and maintained in passable and safe condition. The Contractor shall clean-up and place streets back in service as soon as possible. Paving shall be patched as soon as possible. Use cold-mix asphalt as temporary patch if required by plans or specifications, or if helpful in continuously maintaining public safety or convenience.

The convenience of the general public and of residents along the road or other travelways shall be provided for in a satisfactory manner. Where roads or streets are not available for use as detours, traffic shall be permitted to pass through the Work. The traveling public shall have precedence over Contractor's vehicles, and shall not be delayed for the convenience of the Contractor. The Contractor shall provide flagmen whose sole duties shall consist of controlling the movement of public traffic. No additional charges will be paid for traffic routing or control.

The Contractor shall provide and maintain temporary roads to provide access to the Work, driveways, houses or buildings affected by the work. Temporary bridges for pedestrians shall be provided over surfacing, pavement, sidewalks or muddy areas.

The provision by the Contractor of warning signs, warning lights, barricades and watchmen is subject to the requirements of "Safety and Health Regulations for Construction" of the Occupational Safety and Health Administration, U. S. Government Department of Labor; the State "Manual on Uniform Traffic Control Devices for Streets and Highways"; and other authorities having jurisdiction in the areas and traffic control. The Contractor is solely responsible for satisfying all safety and traffic control requirements of authorities concerned with or affected by this work. The Contractor shall provide, install, and continuously maintain all traffic control and other safety features, etc. as may be desirable for the protection, safety, and convenience of the public. The Contractor is solely and fully responsible for protecting the public. This responsibility applies both during working hours and non-working hours, 7 days per week, for the entire duration of the project.

VII.5 PROTECTION AND RESTORATION OF PROPERTY, STREETS AND LANDSCAPE

The Contractor shall not enter upon private property without obtaining permission from the owners and lessees. The Contractor shall be responsible for the preservation of all public and private property. The Contractor will obtain necessary information of existing utilities, and shall give notice to the owners or authorities at least forty-eight (48) hours before his operations will affect such property. The Contractor shall not interfere with the operation of utilities. The Contractor shall at his own expense, take necessary precautions to avoid interruption of service or damage.

Work under this Contract shall include the restoration of all paved areas and macadamized roadways to their original condition at his own expense. If the Contractor fails to restore disturbed areas promptly, the Owner, after giving three (3) days' written notice, may have the pavement restored and deduct cost from the payment due the Contractor. However, any such action or lack of action, by the Owner shall not relieve the Contractor of any of his obligations under this Contract, including but not limited to safety. The Contractor must conform to the prevailing State Highway Code and Railroad Company requirements at his own expense. The Contractor shall maintain roads, streets, and highways affected by his work in a safe condition at all times.

When damage or injury is done to public or private property by the Contractor, he shall repair such damage or injury so that it is equal or better condition to the property before damage.

VII.6 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Engineer, Engineer's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, equipment or material supplier or manufacturer, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described herein.

In claims against any person or entity indemnified under this Section by an employee of the Contractor, a Subcontractor, equipment or material supplier or manufacturer, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor, Subcontractor, or equipment or material supplier or manufacturer under workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the Contractor under this Section shall not extend to the liability arising out of active negligence, sole negligence, willful misconduct of, or for defects in design furnished by, the Owner and Engineer, their agents, consultants, and/or employees provided that such negligence or defect are the primary cause of the injury or damage.

The Owner may retain money due for actions or claims for injuries or damages until settled. The Owner and/or the Engineer, or their representatives shall not be liable to the Contractor for damages or delays resulting from work by third parties or by injunctions or other restraining orders obtained by third parties.

VII.7 INSURANCE

All bidders shall have their insurance provider thoroughly review all insurance requirements well prior to Bid opening to ensure the Contractor includes sufficient monies to meet all insurance requirements. This review by the insurance provider shall be detailed and complete. The review shall determine pricing and availability of all specific insurance requirements. This review shall determine all additional and special insurance that the Contractor must acquire to be in full and complete compliance with all insurance requirements. Prior to bidding, all bidders shall furnish to their insurance providers complete copies of all insurance requirements contained in the General Specifications Section of these Contract Documents, all insurance requirements in other sections of the documents (including but not limited to the Special Provisions and Supplemental General Conditions), and those required by permits, etc. See the Special Provisions for additional insurance requirements.

(a) General: The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise from the Contractor's execution of the work, whether execution be by the Contractor, any Subcontractor, any one directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The Contractor and/or any subcontractors waive subrogation as to the Owner, its officers, agents, employees, consultants, and Engineer (Municipal Consultants, Inc.). This waiver of subrogation shall apply to all policies, including but not limited to, General Liability, Automobile, All-Risk (Builder's Risk), Worker's Compensation, and Umbrella Insurance. This shall be stated as such in all policies and on all certificates. The full aggregate limits shall apply per job or contract. This shall be stated as such in all policies and on all certificates. Insurance for Contractor or any of its agents, employees or subcontractors shall cover both on-site and off-site operations under this Contract and insurance coverage shall extend to any motor vehicles or other related equipment, irrespective of whether the same is owned, non-owned or hired. Coverages shall include, but not be limited to:

- (1) Claims under worker's compensation, disability benefit and other similar employee benefit acts;
- (2) Claims for damages because of bodily injury, occupational sickness or disease, or death of employees;
- (3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than employees;
- (4) Claims for damages insured by usual personal injury liability coverage which are sustained (i) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (ii) by any other person;
- (5) Claims for damages because of injury, destruction, or loss of use of tangible property; and
- (6) Where work under this Contract includes any exposure to navigable waterways and/or adjoining water areas, the Contractor shall obtain

insurance coverage to include Federal Longshoreman's and Harborworker's Act (USL & H) and Federal Jones Act or other insurance required by other applicable law or regulation.

The Contractor's insurance shall cover both On-going Operations and Completed Operations related to the project. Coverage for On-going Operations shall be in effect from the beginning date of the Contract until final payment is made to the Contractor by the Owner. Coverage for Completed Operations shall be in effect for a minimum period of one (1) year after final payment is made to the Contractor by the Owner and/or any time the Contractor is working on the project after final payment has been made to the Contractor by the Owner. There shall be no interruption of insurance coverage during the transition from On-going Operations to Completed Operations.

Maintenance of proper insurance coverage is a material element of the Contract. Failure to maintain, renew and/or provide evidence of renewal may be treated by the Owner as a material breach of Contract. The lack of insurance does not negate the Contractor's obligations under this Contract including, but not limited to, indemnification of the Owner and Engineer from any damages resulting from the Contractor's failure to obtain, maintain or renew the minimum insurance policies and endorsements required herein.

(b) Certificate of Insurance: Original Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to the Owner's execution of the Contract. These Certificates shall contain the following:

- (1) Unconditional provision that coverage afforded under the policies will not be canceled unless at least thirty (30) days prior Written Notice has been given to the Owner and Engineer.
- (2) The Contractor's and any subcontractor's general liability, automobile liability insurance, and umbrella (and/or excess) insurance shall endorse the Owner, its officers, agents, employees, consultants and Municipal Consultants, Inc., as additional insureds for any claims arising out of work performed under this Contract. Umbrella (and/or excess) liability shall follow form to the underlying insurance. All insurance shall be primary without contribution from any insurance or deductibles available to the additional insureds.
- (3) There shall be a statement for all policies that the Contractor and any subcontractor waive subrogation as to the Owner, its officers, agents, employees, consultants and Municipal Consultants, Inc.
- (4) There shall be a statement that full aggregate limits apply per job or contract.
- (5) Confirmation of coverage of x, c, and u.

(c) Policy Endorsements: Copies of the Contractor's automatic policy endorsements or original policy endorsements acceptable to the Owner shall be filed with the Owner prior to the Owner's execution of the Contract. All policy endorsements shall endorse

the Owner, its officers, agents, employees, consultants and Municipal Consultants, Inc. and these parties/organizations shall be listed as such in the Endorsement Schedule included on the endorsements. The policy number shall be listed in all Schedules. Policy endorsements for additional insureds and waivers of subrogation shall be for both On-going and Completed Operations as defined above. Automatic and/or original endorsements for additional insureds and waivers of subrogation for ALL policies (i.e. General Liability, Automobile Liability, All Risk (Builder's risk), Umbrella Insurance, Workman's Compensation, etc.) shall be as broad as (i.e. similarly worded to) the following General Liability endorsements and be acceptable to the Owner:

- (1) Additional Insured Endorsements - ISO's CG 20 10 11/85 or the combination of CG 20 10 10/01 and CG 20 37 10/01.
- (2) Waivers of Subrogation Endorsements - ISO's CG 24 04 10 93 or CG 24 04 05 09.

(d) **Liability Insurance:** The Contractor shall procure and maintain at the Contractor's expense, during the work, liability insurance as hereinafter specified:

- (1) Contractor's General Public Liability and Property Damage Insurance including vehicle coverage issued to the Contractor and protecting the Contractor from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising in connection with any operations under the Contract Documents, whether such operations be by the Contractor or by any Subcontractor employed by the Contractor. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident, and a limit of liability of not less than \$2,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all property damage sustained by any one person in any one accident and a limit of liability of not less than \$2,000,000 aggregate for property damage sustained by two or more persons in any one accident. The insurance shall provide full coverage for x, c, and u.
- (2) The Contractor shall acquire and maintain, if applicable, Fire and Extended Coverage Insurance upon the Project to the full insurable value thereof for the benefit of the Owner, the Contractor, and Subcontractors as their interest may appear. This provision shall in no way release the Contractor or Contractor's surety from obligations under the Contract Documents to fully complete the Project.

(e) **Worker's Compensation Insurance:** The Contractor shall procure and maintain, at the Contractor's own expense, during the Contract Time, in accordance with the provisions of the laws of the state in which the Work is performed, Workman's Compensation Insurance,

including occupational disease provisions, for all of the Contractor's employees at the site of the Project and in case any Work is sublet, the Contractor shall require such Subcontractor similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under Workmen's Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate and suitable Insurance for the protection of its employees not otherwise protected.

(f) "All Risk" Insurance: The Contractor shall secure, if applicable, "All Risk" type Builder's Risk Insurance for Work to be performed. Unless specifically authorized by the Owner, the amount of such insurance shall not be less than 100% of the insurable value. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, earthquake, malicious mischief, wind, collapse, riot, aircraft, water damage (other than caused by flood) and smoke during the Contract Time, and until the Work is accepted by the Owner and final payment has been made. The "All Risk" policy shall include testing and start-up and allow for utilization of the Work by the Owner. The policy shall name as additional insured the Owner, its officers, agents, employees, consultants, and Engineer (Municipal Consultants, Inc.). Flood insurance and all Additional Insured and Waiver of Subrogation Endorsements must be carried in "All Risk Policy" or by separate policy.

(g) Consistent with the requirement for all insurance coverages provided by the Contractor, the Contractor shall notify the Owner and Engineer in writing 30 days prior to the expiration of the Contractor's Builder's Risk Insurance and Flood Insurance. The Contractor shall maintain the specified Builder's Risk Insurance and Flood Insurance continuously for the duration of the project and until the Work has been accepted by the Owner. In no case, shall the Contractor anticipate acceptance by the Owner when planning for discontinuance of the required Builder's Risk Insurance or Flood Insurance.

(h) Umbrella Excess Liability Over Primary Insurance: The Contractor shall take out and maintain during the term of this Contract, and any extensions thereof, Umbrella Excess Liability Insurance. The minimum limits of coverage shall be \$5,000,000 aggregate. The coverage shall be over the required general liability insurance and automobile liability insurance as a minimum. There shall be no gaps or sublimit deductibles, etc. The Owner, its officers, agents, employees, consultants, and Engineer (Municipal Consultants, Inc.) shall be named as additional insureds in all umbrella policies.

(i) Protection of the Owner and Engineers: The Owner, its officers, agents, employees, consultants, and Engineer (Municipal Consultants, Inc.) shall be named as additional insureds in all insurance policies carried by the Contractor or that of his subcontractors for this Contract. If the Contractor or his Surety cannot name the Owner, its officers, agents, employees, consultants, and Engineer (Municipal Consultants, Inc.) as additional insureds in any policies providing the coverage above, the Contractor shall purchase and maintain Owner's Protective Liability Insurance (OCP Policy) in the amount of not less than \$5,000,000 and the named insured shall be the Owner, its officers, agents, employees, consultants, and Engineer (Municipal Consultants, Inc.) during the life of this agreement. The coverage shall remain in full effect for both On-going Operations and Completed Operations as described above in Section VII.7(a). The insurance shall protect the Owner, its officers,

agents, employees, consultants, and Engineer (Municipal Consultants, Inc.) from any claim or loss arising from any act or failure to act on the part of the Contractor or his Subcontractors. All insurance shall be primary without contribution from any insurance or deductibles available to the additional insureds and OCP policy holders.

(j) **Miscellaneous Insurance:** Provide all insurance required by railroads, other utilities, etc. Provide, on the behalf of the Owner, all such insurance required of the Owner by railroad, other utilities, etc.

(k) Neither the setting of insurance limits or requirements nor the acceptance or approval of the same by the Owner imply or represent that the limits or the insurance carrier is sufficient or that such insurance actually has been obtained, that being the responsibility of the Contractor. These insurance requirements shall be considered as a minimum. The Contractor shall consult with his insurance agent to determine whatever greater levels of insurance may be desired. The provision of insurance shall in no way limit the Contractor's responsibility under the Contract nor limit his responsibility to indemnify and hold harmless the Owner and Engineer.

(l) See the Special Provisions for additional insurance requirements.

VII.8 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES

The Contractor shall fully cooperate with private and public utilities in accordance with Section V.7. Where the Contractor's operations are adjacent to properties or utilities, work shall not be started until arrangements for their protection have been made. The Contractor shall be solely responsible to the Owners and Operators of properties or utilities for injuries or damages. If required by the Owner, he shall furnish special Protective Public Liability and Property Damage Insurance in an amount specified. The Contractor shall cooperate with the owners of utilities if any of their facilities are removed or rearranged. The Contractor shall be responsible for costs associated with this item.

In the event of interruption to utility services or potential damage to the utility caused by the Contractor, the Contractor shall promptly notify the proper authority. He shall cooperate in the restoration of service promptly. The Contractor shall be responsible for all costs associated with this item.

VII.9 PERSONAL LIABILITY

There shall be no liability upon the Owner or Engineers, or their authorized representatives, or employees, either personally or as officials of the Owner or engineering company.

VII.10 NO WAIVER OF LEGAL RIGHTS

The Owner or the Engineer shall not be precluded from showing the true and correct amount and character of the Work performed and materials furnished by the Contractor by any measurement, estimate, or certificate incorrectly made during the course of the Work. The Engineer shall have the right to reject any part of the Work or materials should it be found to be inconsistent with the Contract. The Owner shall not be precluded from recovering from the Contractor and his surety damages for the Contractor's failure to comply with the terms of

the Contract. Neither the inspection by the Owner or the Engineer or any of their officers, employees, agents, or subconsultants, nor any order by the Owner for payment of money, nor any payment for, or acceptance of, the whole or any part of the Project by the Owner or Engineer, nor any extension of time or change order, nor any possession taken by the Owner or its employees, shall operate as a waiver of any provision of this Contract, or any power herein reserved to the Owner, or any right to damages, nor shall any waiver of any breach in this Contract be held to be waiver of any other or subsequent breach. Acceptance or final payment shall not be final and conclusive with regards to rejected Work at any time before or during the warranty period; to latent defects; fraud or such gross mistakes as may amount to fraud; or as regards to the Owner's rights under any warranty.

VII.11 SAFETY AND CONSTRUCTION METHODS

The Contractor at his own expense, shall maintain project and public safety. The Contractor agrees to hold the Owner and Engineers harmless and indemnify them from all claims for damages resulting from construction of the project by the Contractor or Subcontractors, his agents or employees. The Owner and/or Engineers are not responsible for providing the Contractor a safe place to work nor for the safety of any equipment, procedure or material used on construction or incorporated into the work. The Contractor shall be solely responsible for the means and methods of construction and for safety.

The Contract or Owner may sometimes impose limitations or other requirements on the Contractor's sequence of construction. Such limitations or requirements do not constitute control of the Contractor's means or methods, nor relieve the Contractor's responsibility for safety.

When the use of explosives is necessary, the Contractor shall use care to prevent damages to life or property and shall comply with all rules and regulations of the governing authorities. Notwithstanding any other provisions contained in these Contract Documents, and notwithstanding whether any claim alleges negligence, intention or willful injury, absolute liability or any other theory of recovery, Contractor and his surety shall indemnify and hold harmless Owner, its directors, agents and employees, engineer, engineer's consultants, agents and employees, or any of them from and against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from blasting activities, the use, transportation, or storage of explosives generally or any other dangerous material or ultra-hazardous activity. If no local laws or ordinances apply, storage of explosives shall not be closer than 1,000 feet from the road, street, any building or area of public use. Fuel tanks, systems and appurtenances shall be stored and utilized in a way to comply with OSHA and regulatory agencies.

The Contractor, in the prosecution of his work under the Contract, is bound by the requirements of "Safety and Health Regulations for Construction" of the Occupational Safety and Health Administration, U. S. Government Department of Labor, and of other authorities having jurisdiction in safety matters.

Under the terms and conditions of this Contract, the Engineer shall not act as Safety Engineer or Safety Supervisor, since such responsibility remains solely with the Contractor. The Engineer shall not be responsible for establishing safety practices or for prescribing safety measures for the Contractor and his methods of construction.

The Contractor is solely and completely responsible for conditions of the job site, including safety of all persons and property affected directly or indirectly by his operations during the performance of the work; and this requirement is not limited in application to normal working hours, but applies continuously twenty-four (24) hours per day until acceptance of the work by the Owner, and thereafter shall be subject to the terms and conditions of the Guaranty.

The duty of the Engineer is to review the work in order to determine its acceptability in accordance with the Specifications and to conduct construction review of the Contractor's performance for the benefit of the Owner. This shall not be construed as a duty to review the adequacy of the Contractor's safety measures or construction methods on or near the construction site and/or to direct the actions of the Contractor's employees in the performance of the work as such duties are not included among the responsibilities of the Engineer.

VII.12 SANITARY PROVISIONS

The Contractor is responsible for the maintenance of proper sanitary conditions in the area of his work. The provision and maintenance of such sanitary accommodations as may be required for the use of his employees and of his subcontractor's employees is subject to the Rules and Regulations of the State Board of Health and to all local Codes and Ordinances.

VII.13 EXISTING CONSTRUCTION AND FACILITIES

Where construction work under this Contract is adjacent to or crosses highways, railroads, streets, roads, access facilities, or utilities under the jurisdiction of State, County, City or other public agency, public utility or private entity, the Contractor is required to furnish such bond (cash or surety as required), insurance agreement or satisfy any other permit conditions as may be required before executing such construction work. A copy of the bond or insurance agreement (when required) must be filed with the Owner before any work is done. The Contractor is responsible for his means and methods of construction to satisfy the permitting authority and to obtain the desired result as shown within the Contract Documents.

Although the Owner will procure general permits such as those required by highway departments or other utilities to allow the proposed facilities to be installed on public rights of way or privately owned rights of way, it is the responsibility of the Contractor to obtain special or supplemental permits for his means and methods of construction such as blasting permits. However, if and only if the rules and regulations of the agency having jurisdiction over the work will not allow the Contractor or his blasting subcontractor to obtain a blasting permit (but instead require the Owner to obtain the blasting permit as a formality), then the Owner will not withhold from assisting the Contractor with submitting a reasonable blasting permit application (in the Owner's name) provided that the following minimum requirements are understood/met to the full satisfaction of the Owner:

- (1) The Owner nor the Engineer in no way suggests or implies that a blasting permit can be obtained for the entire project or any part of the project in the Contractor's name or the Owner's name. The Contractor shall have reviewed the project in its entirety and satisfied himself during bid time that his proposed

means and methods (i.e. blasting) are reasonable and acceptable to the agency having jurisdiction over the work.

- (2) The Contractor shall provide written documentation from the agency having jurisdiction over the work stating that the blasting permit cannot be obtained in the Contractor's (or his subcontractor's) name, but instead must be obtained in the Owner's name as a formality.
- (3) The request for a blasting permit shall be considered reasonable to the Owner in all respects.
- (4) The Contractor, on behalf of the Owner, shall comply with and adhere to all stipulations set forth in the blasting permit agreement and any other requirements set forth by the permitting agency.
- (5) Notwithstanding any other provisions contained in these Contract Documents, and notwithstanding whether any claim alleges negligence, intention or willful injury, absolute liability or any other theory of recovery, Contractor shall indemnify and hold harmless Owner, its directors, agents and employees, engineer, engineer's consultants, agents and employees, or any of them from and against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from blasting activities, the use, transportation, or storage of explosives generally or any other dangerous material or ultra-hazardous activity.
- (6) The Contractor shall be fully responsible for preparing and providing all permit applications, all necessary documentation, maps, sketches, additional insurance, bonds, indemnifications, etc. as may be required by the permitting agency and/or Owner to obtain the blasting permit. If required by the Owner, the Contractor shall furnish special Protective Public Liability and Property Damage Insurance in an amount specified.
- (7) The Contractor shall be fully responsible for all costs resulting from special or supplemental permits for his means and methods of construction such as blasting permits.
- (8) The Contractor shall execute any supplemental agreements or amendments to the Contract Documents that may be required to fully satisfy the Owner regarding the Contractor's complete responsibility and overall liability for the blasting operations.
- (9) The Contractor shall perform pre-blast surveys, seismograph testing, and any other activity required to ensure no damage to surrounding property. When

required by the Owner, the Contractor shall submit a complete blasting plan sealed by a professional engineer in the state where the work is to be performed.

- (10) The Contractor shall only employ experienced blasting professionals to perform the pre-blast surveys, seismograph testing, blasting plans, and all other activities associated with the blasting operations. The Contractor shall provide the resumes of the companies and individuals actually performing the pre-blasting and blasting activities when requested by the Owner.
- (11) The Contractor shall be fully responsible for the replacement and/or repair of all existing construction, utilities, or facilities damaged in the execution of work under this Contract.
- (12) The Contractor shall furnish releases from all authorities affected by the work before final acceptance of the work under this Contract.
- (13) The coordination, timing, and the overall schedule of the permitting process shall be the full responsibility of the Contractor to ensure all work is completed within the allotted Contract Time set forth in the Special Provisions. Any permitting activities requiring the Owner's participation shall be coordinated well in advance by the Contractor and sufficient time shall be allotted for such activities.

SECTION VIII PROSECUTION AND PROGRESS

VIII.1 SUBLETTING OR ASSIGNING OF CONTRACT

The Contractor shall perform the Contract under his direction and responsibility. A Subcontractor shall be recognized only as an employee or agent of the Contractor and his removal may be required by the Owner.

VIII.2 PROSECUTION OF WORK

The Contractor shall begin the Work under the Contract within ten (10) calendar days after issuance of the Notice to Proceed. He shall give the Engineers notice to start work at least seventy-two (72) hours before beginning work. The Contractor shall notify the Engineers twenty-four (24) hours before he expects to undertake particular construction or testing.

Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work. The Contractor shall employ an ample force and provide adequate construction equipment to insure its completion within the Contract time. The Contractor shall properly plan, coordinate, and schedule all work to insure completion within the Contract Time.

All work shall receive the personal attention of the Contractor or of a competent superintendent who shall have authority to act for him. The Contractor shall notify the Engineers of the person authorized to act as superintendent. The Contractor shall have his superintendent on site at all times when work is being performed. The superintendent shall be a full time employee of the general contractor and not of a subcontractor. Any employee of the Contractor or Subcontractor found by the Owner to be incompetent, shall be dismissed from the work.

The Contractor shall utilize the same suppliers, equipment manufacturers, and subcontractors as he listed in the bidding documents that he submitted with his bid. The Contractor shall be fully responsible for all work and safety practices of all his subcontractors.

To coordinate work to be accomplished with affected entities, a progress meeting will be held periodically at the project site. The progress meeting will be held on Fridays and will be attended by the Engineer's inspector, Owner's representative, Contractor's superintendent, Contractor's project manager from his home office, affected subcontractor(s), and other parties who may be invited. The Owner reserves the right to establish the time of the meeting, change frequency of meetings, change meeting days, or to cancel the meeting.

Prior to starting up any equipment, the Contractor shall insure that all tanks, piping, and equipment, etc., are thoroughly cleaned of any debris or substances that may cause damage. The Contractor shall be fully responsible for all startups. He shall insure that all operations are in accordance with the manufacturer's recommendations. If certain equipment is not to be operated or is to operate only under special procedures, the Contractor shall be fully responsible for insuring that such procedures are carefully followed. The Contractor shall lock out (with his own locks) and tag out breakers, controls, equipment, valves, and gates, etc., where needed to prevent unintended operation by others. The Contractor shall clearly communicate any special operating instructions to the Owner and Engineer in writing.

Color Selection Conference: Prior to the selection by the Owner of any colors (including but not limited to colors of paint, block, brick, mortar, louvers, soffit, gutters, roofing, doors, windows, furniture, counters, cabinets, molding, lighting, and all other materials or equipment to be provided by the Contractor), the Contractor shall furnish triplicate samples of all colors to be selected. After review of the colors by the Owner and Engineer, a conference shall be held to be attended by the Contractor, Owner, and Engineer for the Owner to make his selections. One of the samples shall be retained by the Owner, one by the Engineer, and the third by the Contractor.

The Contractor shall cooperate with the Engineer and keep him informed regarding all planned short-term and long-term activities. This includes but is not limited to all startup and testing, etc., issues. The Contractor shall notify the Engineer in advance of all such activities so that the Engineer may observe these if he desires. The Contractor shall provide the Engineer with copies of all manufacturer startup and testing reports, etc.

If changes are made on the project to accommodate the Contractor's requests, the Contractor shall be solely responsible for all associated changes, including but not limited to electrical, control, instrumentation, and SCADA changes. He shall make all such changes at his own expense to maintain the same functionality, flexibility, expandability, and redundancy etc. as provided by the original design. There shall be no extra time awarded due to agreeing to the Contractor's request.

Provide copies of all manufacturer or manufacturer representative, etc. site visit reports, startup reports, test reports, and all other manufacturer or installer reports (including but not limited to troubleshooting or service reports) to the Engineer promptly after the action occurs. If problems occur after startup or during the warranty period, and a service visit or repair, etc., is needed, the Contractor shall promptly provide to both the Engineer and Owner a written report from the service provider describing the problem and the corrective actions taken.

The Contractor shall provide temporary power and temporary utilities as needed to construct the project. All power costs and utility costs, including those for testing, shall be the responsibility of the Contractor until the Owner accepts the project or, at the Owner's discretion, begins beneficial use of the project. Regardless, the Contractor shall be responsible for extra utility costs incurred by or billed to the Owner due to the Contractor's activities or non-compliance with the Contract, or late completion.

It shall be the responsibility solely of the Contractor to properly prosecute all works in a safe manner that fully and continuously protects all people at the site(s) as well as the public. Neither the Owner or the Engineer are responsible for safety. Only the Contractor has the authority to control his work and to implement safe work practices.

VIII.3 TEMPORARY SUSPENSION OF WORK

The Owner shall have the authority to suspend the Work or parts for periods due to unsuitable weather or conditions which he considers unfavorable for satisfactory prosecution of Work, or for failure of the Contractor to perform any provisions of the Contract. No additional compensation shall be paid the Contractor for suspension. Upon suspension, the Work shall be properly protected. The Contractor shall not suspend the Work without the approval of the Owner. The Engineer will be notified twenty-four (24) hours before work is to be resumed.

Should the Work be stopped by an injunction, court restraining order, process or judgment directed to either of the parties hereto, then such delay shall not be charged against the Contract time. The Owner will not be liable to the Contractor for such delay or termination of the Work. If it should become necessary to stop work, the Contractor shall properly store materials and equipment, and properly protect the Work.

VIII.4 USE OF COMPLETED PORTIONS OF THE WORK

The Owner shall have the right to take possession of and use any completed or partially completed portion of the work, notwithstanding that the time for completing the entire work or such portions of the work may not have expired; but such taking possession and use shall not be deemed to be acceptance or substantial completion of any work not completed in accordance with the Plans, Specifications, and Contract Documents.

VIII.5 SATURDAY, SUNDAY, HOLIDAY, AND NIGHT WORK

Work on Saturdays, Sundays, Holidays, or at night may be required when special connections to existing systems are to be made, when new facilities are to be placed in service, when existing facilities are to be taken out of service, when it is more advantageous to the utilities involved, or when an emergency arises in the work schedule. In such cases the

Owner must be notified prior to beginning work. The work should be scheduled well in advance and arrangements made for prosecution of the work with minimum inconvenience to the public. All work required on Saturdays, Sundays, Holidays, or at night shall be so performed without additional expense to the Owner. Maintenance work normally required for protection of persons, or for protection of the work or property, will be permitted at any time. No equipment or system where controls or any other complicated processes are involved shall be placed in service on Friday, Saturday, Sunday, observed Holidays, or any day before observed Holidays without the consent of the Owner.

VIII.6 CONSTRUCTION SCHEDULE

The Contractor is instructed to submit to the Engineer, prior to initiating the work but not later than ten (10) days after the execution of the Contract, a schedule of construction operations so planned as to ensure completion of the work within the time limit specified in the Proposal and in the Contract Agreement. The maintenance of such schedule in order to fulfill the terms of the Contract Agreement is the responsibility of the Contractor, and he may employ such reasonable and proper measures, subject to other conditions of these Documents, as he deems to be required to expedite the work and to ensure that it will be fully and satisfactorily completed within the stated time limit. The Contractor shall not be allowed additional compensation for employment of such measures.

The Contractor shall show in the schedule the proposed dates of commencement, completion, and cost (if cost was not delineated in Basis of Payment) of the various subdivisions of work comprising the project, and also shall show in the schedule the estimated amount of each monthly payment (periodic estimate) that will become due to the Contractor as he maintains the progress schedule prepared by him.

VIII.7 AVOIDANCE OF POLLUTION CONTRIBUTION DURING CONSTRUCTION OPERATIONS

The employment of all safeguards and all precautions necessary to minimize contributions of pollution to water courses during the construction operations is the responsibility of the Contractor. The proper performance of excavating and backfilling operations, the interception and diversion of surface drainage around excavated areas or areas having the soil cover disturbed, the construction of temporary terraces or dikes, and the use of silt fences or other silt retaining means will be necessary to prevent concentration of run-off over freshly excavated or backfilled areas and to minimize stream pollution resulting from soil transported in run-off from the construction site. At the conclusion of the work, and after all temporary facilities have been removed, all areas disturbed by construction operations shall be restored to as good a condition as when found, or to condition as may be specified for the particular area. The Contractor shall comply with all ADEM and EPA laws, regulations, guidelines, and permits, etc.

VIII.8 USE OF CHEMICALS

All chemicals used during construction of the project or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reagent, or of other classification, must show approval of EPA, USDA, or FDA, according to the purposes for

which the particular chemical is to be used. Application of all such chemicals and disposal of residues therefrom are dependent upon the instructions and recommendations of the manufacturer's of the respective chemicals.

VIII.9 COMPLETION DATE AND LIQUIDATED DAMAGES

The Owner will issue a Notice to Proceed to the Contractor. The Notice to Proceed will state the date upon which work shall start, and the Contractor will then be allowed the number of calendar days shown in the Special Provisions to totally complete all work. Liquidated Damages shall be as indicated in Special Provisions.

The Contractor shall proceed expeditiously with adequate forces and shall achieve final acceptance of all Work within the Contract Time. If the Contractor is unavoidably and directly delayed in progress of the Work by unpredictable circumstances created by a separate contractor employed by the Owner; by changes ordered in the Work; by unavoidable casualties; or by delay authorized by the Owner, then the Contract Time may be extended by Change Order for such reasonable time as the Owner may determine. The Contractor shall not be entitled to any reparation or compensation on account of such additional time or extension of time. Change to specific work element may only constitute an increase time for that work element and may not necessarily increase the time for the entire project. Time extension will be allowed only if the justifiable delay directly affects the Contractor's schedule for the entire project. In such case, the time extension shall be only for the direct extra time required due to the change itself. No extra time shall be allowed for the Contractor's failure to address the change and perform the extra work in the most expeditious manner possible. In all cases, the Contractor shall properly plan and fully perform his work in a manner to minimize any extra time required. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated and that weather conditions had an adverse effect on the scheduled construction. (See Special Provisions).

VIII.10 DEFAULT OF CONTRACT

If the Contractor fails to begin the Work within the time provided, or to perform the Work to insure its completion in the time allowed or performs the Work unsuitably, or neglects or refuses to remove materials or perform anew such work as shall be rejected as defective and unsuitable, or if it should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or if it should refuse or fail to make prompt payment to persons supplying labor or materials for the Project under the Contract, or persistently disregard instructions of the Engineer or Owner or fail to observe or perform any provisions of the Contract Documents, or fail or otherwise be guilty of a substantial violation of any provision of the Contract Documents, or discontinues the prosecution of the Work for any other cause whatsoever, or does not carry on the Work for any other cause whatsoever, or does not carry on the Work in an acceptable manner, or becomes insolvent or is adjudicated a bankrupt, or commits any act of bankruptcy or insolvency, or allows any final judgment to stand against him unsatisfied for a period of ten (10) days, the Owner may give notice by registered mail to the Contractor and Surety, of such default. If within ten (10) days after

notice the Contractor does not remedy or the Surety does not take over the work, the Owner shall have authority, without impairing the obligation of the Contract Bonds, to take over the completion of the Work. If the Contractor or Surety does not substantially begin Work and remedy the default after the ten (10) day period, the Owner shall not be obligated to make further payment to the Contractor, including any amounts which may be due for previously performed Work, if he was diligently pursuing the Work. The Contractor and his Surety shall be liable for all costs incurred by the Owner including but by no means limited to construction, administration, legal, and engineering, in completing the Work and all liquidated damages. In case the expense incurred by the Owner is less than the sum payable under the Contract, the Contractor or his Surety shall be entitled to receive the difference. In case the expense exceeds the sum payable under the Contract, the Contractor and his Surety shall be liable to the Owner in the amount of the excess. The surety shall assume all warranties required by the Contract Documents whether work is performed by defaulting contractor or contractors which complete the project.

VIII.11 OWNER MAY TERMINATE FOR CONVENIENCE

Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

- 1) for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
- 2) for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
- 3) for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
- 4) for reasonable expenses directly attributable to termination.

CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

VIII.12 PAYMENTS ON ACCOUNT/PAYMENTS WITHHELD/RETAINAGE

Provide a complete and detailed schedule of values to the Engineer in a timely manner prior to the 1st payment request. The schedule of values shall be patterned after the bid items in the Contract but much more detailed. This schedule shall be in a format with breakdowns and amounts, etc., acceptable to the Owner. The schedule of values shall be revised until it is satisfactory to the Owner. The Owner shall not be required to make or continue payments until the Schedule of Values is acceptable to the Owner. The submittal of this schedule of values by the Contractor shall act as a certification by the Contractor that the

values reflect the total cost such that the cost associated with unperformed work items is sufficient to fully complete the work. Provide an explanation with the schedule of values explaining what work is included in each item. The schedule of values and pay request shall be revised whenever it appears that the monies remaining to be paid may not be sufficient to cover the entire cost (including overhead and profit, etc.) of the remaining work. This may result in deduction being made from items previously paid for.

Upon presentation of a verified application for payment, as the Work progresses, the Owner shall make partial payments (generally monthly) to the Contractor for the billable work performed less payments already made and less deductions for any incomplete, unacceptable, or defective work. The Contractor shall include neatly organized backup data and detailed calculations fully supporting all the items in his pay request. All such information shall be arranged in a manner required by the Engineer. The required format may vary as the project progresses. Also include totals and percentages for both total work performed to date and work remaining after the current pay request. On relocation projects reimbursable by the Alabama Department of Transportation, application for payment will be submitted by the Owner to the Alabama Department of Transportation. When reimbursement funds are received by the Owner from the State, payment will be made to the Contractor. In making partial payments to the Contractor, there shall be retained five (5%) percent of the estimated amount of work done and value of materials suitably stored on the site or suitably stored and insured offsite (offsite storage must be approved). Provided, however, after fifty (50%) percent of the project has been satisfactorily completed, no further retainage will be withheld. The calculation of percent completed shall be based on the value of work actually in place and agreed upon by the Engineer. The value of stored materials shall not be considered in the calculation of percent completed. Submittals must be approved and all comments addressed to the satisfaction of the Engineer before any payment is made on the items the submittal addresses.

The Contractor will be paid only for items listed in the "Items of Work". The Contractor shall include the cost of any and all work required, but not specifically listed, in the cost of the items listed. The Contractor shall include in the Contract Sum all allowances stated in the Contractor Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, or the Contractor chooses. Unless otherwise provided in the Contract Documents, allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. The Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum and not in the allowances. Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order.

The Contractor's submittal of an Application for Payment (that is, a request for payment) shall be a certification by the Contractor that he is familiar with the work performed, has inspected the work performed, certifies that all work billed for on the current and previous applications has been completed in accordance with all the requirements of the Contract, and certifies that the status of completion indicated is accurate and that the amounts requested for payment are accurate. The Application for Payment shall be the Contractor's certification (1)

that all work billed for has been properly completed to the percentage or amount shown, and (2) that all work billed for complies fully with all requirements of the plans and specifications.

The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work. Such applications shall not include requests for payment of amounts the Contractor does not intend to pay or has not paid, where applicable to a Subcontractor or material supplier because of a dispute or for any other reason. When requested, the Contractor shall promptly provide the Engineer proof of payments made. The proof shall be a certified statement from the subcontractor or material supplier showing the invoice amounts and the amount actually received for the project. Retainage or other amounts to be paid later shall not be included in the amounts paid. The proof of payment shall be clearly stated and acceptable to the Engineer.

The issuance of a Certificate for Payment will constitute a representation by the Engineer to the Owner, based on the Engineer's observations at the site and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Engineer's knowledge, information and belief, quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon completion; to results of subsequent tests and inspections; to minor deviations from the Contract Documents correctable prior to completion; and to specific qualifications expressed by the Engineer. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Engineer has (1) made exhaustive or continuous inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

The Engineer may decide not to certify payment and may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Engineer's opinion the representations to the Owner required above cannot be made. If the Engineer is unable to certify payment in the amount of the Application, the Engineer will notify the Contractor and Owner. If the Contractor and Engineer cannot agree on a revised amount, the Engineer will issue a Certificate for Payment for the amount for which the Engineer is able to make such representations to the Owner. If the Contractor feels that he is entitled to be paid more, he shall promptly provide to the Engineer detailed and complete documentation demonstrating that he has earned the amounts he requested and that sufficient monies remain to be paid to fully complete all the requirements of the plans and specifications.

Retainage may be held by the Owner until final completion and acceptance of all work covered by the Contract Documents. No other escrow or deposit arrangements are

acceptable to the Owner. When maintenance periods are included in the Contract Documents, such period shall be considered a component part of the Contract and retainage will be held until the expiration of such periods.

Unless specified otherwise in the Basis of Payment, separate structures or buildings, public work, or other separately identifiable divisions of the Contract in regard to which a separate price has been stated in the Contract Documents or can be separately ascertained, are integral parts of the complete project, and the Owner will not release retainage or make payment in full or separate divisions even though that part of the project may be complete, accepted, and in full service until the entire project and all components thereof have been completed, tested, accepted, and are in satisfactory service.

All materials and work covered by partial payments as provided for herein shall become the sole property of the Owner; provided, however, the Contractor shall not be relieved from the sole responsibility for the care and protection of materials, equipment, and work upon which payments have been made and for the restoration of any damaged work.

When work has been determined to be unacceptable, the Owner may at any time deduct the full cost, as estimated by the Engineer, of removing the unacceptable work and replacing it with work fully meeting the requirements of the Contract. The Owner may at any time refuse to pay for any work that will be affected by the removal and replacement of unacceptable work. The Owner shall not be required to pay for, or may at any time, deduct the full cost of removal and replacement, of all affected work that is dependent on or supported by or connected to, etc., unacceptable work or work not demonstrated to be in full compliance with all Contract requirements.

When requested, the Contractor shall promptly provide full support and detailed documentation clearly showing (1) that the amounts previously paid and currently being requested are justified, and (2) that sufficient monies remain for fully completing all work items of concern. There shall be no obligation for the Engineer to approve a payment amount requested if the Contractor does not acceptably demonstrate that the item (including any associated remedial work) can be totally completed per all Contract requirements for the amount remaining. In addition to retainage, additional amounts will be withheld for start-up, testing, cleanup, grassing, price adjustments, etc., and any and all other required work until all such work is totally complete in all respects. The Contractor shall not receive full payment for a work item until it is totally complete in all respects. Payment for an item shall not preclude later withholding for that item if it is determined that the payment should not have been made or if a problem develops with the work previously paid for. In addition, the Owner may also withhold payment of the whole or any part of a verified or approved application for payment from the Contractor to such an extent as may be necessary to protect itself from loss on account of any of the following causes discovered subsequent to its verification or approvals:

- 1) Defective work.
- 2) Evidence indicating probable filing of claims by other parties against the Contractor.
- 3) Failure of the Contractor or subcontractor to promptly make payments to subcontractors or for materials, labor, food stuffs and supplies.
- 4) Damage to another contractor under separate contract with the Owner.

- 5) Assessment of liquidated damages or fines, fees, etc.
- 6) Overestimated quantities or percent completion from previous estimates.
- 7) Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum.
- 8) Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay.
- 9) Persistent failure to carry out the Work in accordance with the Contract Documents.

When the above grounds are removed, applications for payment will then be verified and/or approved for amounts not previously verified and approved because of them.

VIII.13 NO DAMAGE FOR DELAY

If the Contractor is delayed, hindered, or impeded at any time in the progress of the Work for any reason or by any alleged act or neglect of the Owner, or the Engineer, or by an employee of any of them or by a separate vendor, manufacturer or Contractor employed by the Owner, or by changes ordered in the scope of the Work, or by other causes beyond the Contractor's control, then the Contract Time may be extended at the sole discretion of the Owner by Change Order for such reasonable time as is agreed to by the Owner. However, notwithstanding any other provisions in the Contract Documents, and whether contemplated or not, and whether or not arising by active interference; the Owner, Engineer, and their respective agents and employees shall not be liable for any damages for delay whether for direct or indirect costs, extended home office overhead, idle or inefficient labor or equipment, cost escalations, or monetary claims of any nature arising from or attributable to delay by any cause whatsoever. The Contractor's sole and exclusive right and remedy for delay by any cause whatsoever is an extension of the Contract Time but no increase in the Contract Sum.

SECTION IX PROJECT COMPLETION

IX.1 SUBSTANTIAL COMPLETION

"Substantial completion" shall be that degree of completion of the entire Project, unless otherwise provided for, as evidenced by the Engineer's written notice of substantial completion, sufficient to provide the Owner, at its discretion, the full-time use of the work or defined portion of the work for the purposes for which it was intended. "Substantial completion" of a Project shall be that degree of completion that has provided a minimum of 7 continuous days of successful, trouble-free operation of the entire project facilities in a "fully automatic" manner acceptable to the Owner and Engineer and with all redundant and alternative systems fully operational. The Contractor shall demonstrate that all features of the project function properly and reliably in the intended mode during this seven-day period in order for the project to be considered eligible for substantial completion. All alternative modes of operation and flexibility must be demonstrated during this period. All equipment contained in the Project, plus all other components required in the Plans and

Contract Documents to enable the Owner to operate the project facilities in the manner that was intended, shall be complete on the substantial completion date. The Project herein described is a complete Project in its entirety and shall include clean-up and other aesthetically pleasing requirements of the project. Completion of individual components of the Project cannot be considered for substantial completion until the sum total of these components are complete and thus, the components when operating properly will provide the Owner with a complete Project.

When the Contractor considers that the Project is substantially complete, the Contractor shall carefully review all requirements of the plans and specifications, carefully compare the work completed to the work required, and prepare and submit to the Engineer a detailed, complete list of all items to be completed or corrected and request an inspection for substantial completion. The Contractor shall not misrepresent the work as substantially complete when a limited investigation indicates that the work is not substantially complete. The failure by the Contractor to include any items on such list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents. After inspection and/or if an operating facility, after a minimum of seven continuous days of successful, trouble-free operation has been achieved during startup, the Engineer may, at his sole discretion, issue a written notice of substantial completion for the purpose of establishing the starting date for specific equipment guarantees or warranties, and to establish the date the Owner will assume the responsibility for the cost of operating such equipment.

Said notice shall not be considered as final acceptance of any portion of the Project or relieve the Contractor from completing the remaining work, including any remaining performance or acceptance testing, within the specified time and in full compliance with the Contract Documents. Specifically, the issuance of a written notice of substantial completion shall not relieve the Contractor of his obligation to promptly remedy any omissions and latent or unnoticed defects in the Project covered by the written notice of substantial completion.

IX.2 FINAL INSPECTION

After the Contractor properly completes all work on his detailed list of items to be completed or corrected, he shall again carefully review all requirements of the plans and specifications and carefully compare the work completed to the work required by the plans and specifications. He shall complete any work not completed in accordance with the plans and specifications, as well as any other required work that may be brought to his attention by others. When all work is complete, the Contractor shall notify the Engineer and Owner that his work is complete. The Contractor shall not misrepresent the work as complete when a limited investigation indicates that the work is not complete.

Upon notice from the Contractor that its work is complete, the Engineer and/or other representatives of the Owner shall make a final inspection of the Work or Project and conduct test or tests, if applicable. The Engineer shall notify the Contractor of all apparent and/or visible instances where the Project fails to comply with the Plans and Specifications and Contract Documents, as well as any defects he may discover (punch list). The Contractor shall immediately make such alterations as are necessary to make the Project comply with the Plans and Specifications and to the satisfaction of the Engineer.

Verification, approval, inspection, final inspection, issuance of final acceptance, issuance of final certificate of payment, action or approval by the Owner upon the final certificate of payment or final acceptance shall not in any way relieve the Contractor of responsibility for faulty materials or workmanship.

IX.3 FINAL PAYMENT

When the Contractor shall have completed all of the work in accordance with the terms of the Contract Documents, he shall certify to the Owner that he has completed all of the work. The Contractor shall also prepare and submit to the Owner a Final Request for Payment in an amount which shall be the Contract Amount plus all approved additions, less all approved deductions and less previous payments made. The Contractor shall give "Notice" of the completion of the work by an advertisement in a newspaper of general circulation published within the City or County in which the work has been done, for a period of four successive weeks. A final payment shall not be made upon the Contract until the expiration of 30 days after the completion of the "Notice". Proof of publication of the "Notice" shall be made by the Contractor to the authority by whom the Contract was made by affidavit of the publisher and a printed copy of the "Notice" published. If no newspaper is published in the County in which the work is done, the "Notice" may be given by posting at the courthouse for 30 days, a proof of same shall be made by the judge of probate, sheriff, and the Contractor.

When the Owner and the Engineer have completed a review of the Work and of the request for final payment and accepted all work, final payment of the amount determined to be due under the Contract will be made to the Contractor, provided that:

(1) Any deficiencies in the Work noted during the review shall have been satisfactorily corrected.

(2) The Contractor shall have submitted certified evidence that all payrolls, all amounts due for labor and materials, and all other indebtedness connected with the work have been fully paid and satisfied, and that there are no outstanding claims or demands against the Contractor in any manner connected with the work.

(3) Proof of publication of "Notice" of completion in newspaper in manner described by law.

(4) A properly executed and duly certified voucher for payment, verified by Engineer or other representative.

(5) A release of all claims and claims of lien against the Owner and its agents and Engineer from the Contractor and all major subcontractors (the Owner may waive the requirement for subcontractor releases) arising under and by virtue of the Contract, on form provided by the Owner, duly executed by the Contractor and with the consent of the Surety. The Contractor may specifically exclude claims of the Contractor from the operation of the release if specifically excluded therefrom in stated amounts and the reason therefore. The Contractor may with the consent of the Owner representative, if any subcontractor refuses to furnish such a release, furnish a bond with surety satisfactory to the Owner representative to indemnify against such claims.

(6) In accordance with ALA.CODE §39-2-12(c), a non-resident Contractor

shall satisfy the Owner that he or she has paid all taxes due and payable to the State, the Owner and all applicable political subdivisions.

Upon Project completion and acceptance by the Owner's representatives, but not before the expiration of thirty (30) days after completion of the "Notice", the amount due the Contractor pursuant to the Contract Documents shall be paid. On relocation projects reimbursable by the Alabama Department of Transportation, application for payment may be submitted by the Owner to the Alabama Department of Transportation. When reimbursement funds are received by the Owner from the State, payment will be made to the Contractor.

IX.4 ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by the Contractor of the final payment shall release the Owner, the Engineer, as representatives of the Owner, and their officers, employees, agents, and subconsultants from all claims and all liability to the Contractor for all things done or furnished in connection with the Project, and every act of the Owner and others relating to or arising out of the work. No payment, however, final or otherwise, shall operate to release the Contractor or his Sureties from obligations under this Contract and the Performance Bond, Payment Bond, and other bonds, warranties and guarantees as herein provided.

SECTION X WARRANTY AND GUARANTEES

X.1 WARRANTY AND GUARANTEE

The Contractor warrants to the Owner and the Engineer that all materials, work, and equipment furnished under this Contract will be new unless otherwise specified and that all work, materials and equipment will be of good quality, free from fault and defects in conformance with the Contract Documents. All work, materials, and equipment not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The warranty shall be for one year from the date of the Final Acceptance or the date of Substantial Completion of the full Project completed in its entirety, whichever is first. If within one (1) year from the beginning date of the warranty period, any of the work, materials or equipment is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so. This warranty includes all equipment even if the specific equipment warranty from the equipment manufacturer has expired. This obligation shall survive termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

If the Project involves a roof on a building or other structure, then the Contractor shall execute and provide the Roofing Guarantee. The guarantee shall be delivered to the Owner and Engineer prior to final payment. If the Project involves termite treatment, the Contractor shall furnish to the Owner a written warranty certifying that the applied soil poisoning treatment will prevent the infestation of subterranean termites and that if subterranean termite activity is discovered during the warranty period, Contractor shall re-treat the soil and repair or replace any damage caused by termite infestation. The warranty shall be for a period of five (5) years from the date of treatment signed by Applicator and Contractor.

X.2 CORRECTION OF DEFECTIVE WORK DURING WARRANTY/ GUARANTEE PERIOD

The Contractor hereby agrees to make, at his own expense, all repairs or replacements necessitated by defects in materials or workmanship, provided under the terms of this Contract, and pay for any damage to other works resulting from such defects, which become evident within 1 year after the beginning date of the warranty period by the terms of any applicable special guarantee required by the Contract Documents unless the Owner has previously given the Contractor a written acceptance of such defects. The Contractor shall promptly correct such defects upon receipt of a written notice from the Owner to do so. This obligation shall survive the termination of the Contract.

Unremedied defects identified for correction during the warranty period described herein before, but remaining after its expiration, shall be considered as part of the obligations of the warranty. Defects in material, workmanship, or equipment which are remedied as a result of obligations of the warranty shall subject the remedied portion of the Project to an extended warranty period of 1 year after the defect has been remedied. Repetitive malfunction of equipment shall be cause for equipment replacement and an extension of the guarantee period for the equipment to a date 1 year following acceptable replacement. The Contractor further assumes responsibility for a similar guarantee for all work and materials provided by subcontractors or manufacturers of packaged equipment components.

The Contractor also agrees to hold the Owner and the Engineer and employees harmless from liability or damages, including the Engineer and attorneys' fees, and cost and expenses of litigation of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written order for same from the Owner or its agent. If the Contractor fails to make the repairs and replacements promptly, or in an emergency where delay would cause serious risk, or loss, or damage, the Owner may have the defective work corrected or the rejected work removed and replaced, and the Contractor and his Surety shall be liable for the cost thereof. The Contractor during the warranty period shall repair/replace as rapidly as possible any and all equipments, materials, etc., which are found to be defective. Should any items not be repaired/replaced within thirty (30) days from the time it is reported to the Contractor by the Owner, then the warranty period shall be extended on that item for a period equal to the time that the item has remained defective, incomplete, or inoperable as determined by the Owner. The Contractor must certify that the item has been corrected. The Owner's rights under this Article shall be in addition to, and not a limitation of, any other rights and remedies available by law.

Nothing contained in this Section shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the time period of one year as described in this Section relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

SUPPLEMENTAL
GENERAL CONDITIONS

**State of Alabama
Alabama Department of Environmental Management
State Revolving Fund (SRF) Loan Program**



SRF Section
Permits and Services Division
Alabama Department of Environmental Management
Post Office Box 301463
Montgomery, Alabama 36130-1463

(334) 271-7793
(334) 271-7950 FAX

Supplemental General Conditions for SRF Assisted

Public Drinking Water and Wastewater
Facilities Construction Contracts



SRF Project Number: _____

Funding for this project includes federal funds received by Shelby County as part of the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) and it does NOT include any funding from the Alabama Department of Environmental Management State Revolving Fund (SRF) Loan Program. These Supplemental General Conditions are made part of these Contract Documents to ensure the Owner, Shelby County Commission, meets all requirements associated with federally funded projects. Bidders shall comply with Sections III-XVII below.

Table of Contents:

Not Applicable	I	ADEM Special Conditions.....	SGC-3
Not Applicable	II	Bonds and Insurance.....	SGC-3
	III	Utilization of Disadvantaged Business Enterprises (DBEs)	SGC-3
	IV	Six Affirmative Steps for Good Faith DBE Solicitation	SGC-4
	V	Documentation Required from Loan Recipient and Contractor	SGC-5
	VI	Resources for Identifying DBE Contractors/Subcontractors.....	SGC-7
	VII	DBE Compliance Form.....	SGC-8
	VIII	EPA Form 6100-2 DBE Subcontractor Participation Form.....	SGC-10
	IX	EPA Form 6100-3 DBE Subcontractor Performance Form.....	SGC-12
	X	EPA Form 6100-4 DBE Subcontractor Utilization Form.....	SGC-14
	XI	EPA Form 5700-52 A MBE/WBE Utilization Reports.....	SGC-16
	XII	Changes to Approved DBE Compliance Form.....	SGC-23
	XIII	Certification Regarding Equal Employment Opportunity.....	SGC-24
	XIV	Debarred Firms Certification.....	SGC-25
	XV	Davis-Bacon and Related Acts.....	SGC-26
	XVI	American Iron and Steel.....	SGC-35
	XVII	Build America Buy America(BABA) Requirement.....	SGC-36
Not Applicable	XVIII	Project Sign Detail - CWSRF	SGC-38
Not Applicable	XIX	Project Sign Detail - DWSRF	SGC-39
Not Applicable	XX	Construction Contract Requirements.....	SGC-40
Not Applicable	XXI	Project Review and Cost Summary.....	SGC-41

I – ADEM Special Conditions

1. Construction within State rights-of-way shall be in accordance with the Alabama Department of Transportation policies and procedures.
2. Construction is to be carried out in compliance with applicable NPDES permits and in a manner that prevents bypassing of raw wastewater flows during construction. If bypassing is anticipated, the ADEM NPDES Enforcement Branch (334-271-7975) shall be advised in advance and the contractor shall take all necessary steps to minimize the impacts of bypassing.
3. Siltation and soil erosion shall be minimized during construction. The contractor shall obtain an NPDES storm water permit for construction if required.
4. The owner shall provide and maintain competent and adequate supervision and inspection.
5. ADEM and EPA shall have access to the site and the project work at all times.
6. These Special Conditions shall supersede any conflicting provisions of this contract.
7. **A project sign is required.** See **Parts XVII and XVIII, pages SGC-38 – SGC-39**, for more information.

II – Bonds and Insurance

Bonding requirements shall comply with Alabama Act No. 97-225. Provisions of the Act are summarized below:

1. Bid Bond – Not less than 5% of either the owner's estimated cost or of the proposed prime contractor's bid up to a maximum of \$10,000. The bid guarantee shall consist of a cashier's check drawn on an Alabama bank or a bid bond executed by a surety company duly authorized and qualified to make bonds in the State of Alabama.
2. Performance Bond – In an amount not less than 100% of the contract price.
3. Payment Bond – Payable to the awarding authority, shall be executed in an amount not less than 50% of the contract price.

In addition to the insurance requirements elsewhere in the specifications, the owner or the contractor, as appropriate, must acquire any flood insurance made available by the Federal Emergency Management Agency as required by 40 CFR 30.600 (b), if construction will take place in a flood hazard area identified by the Federal Emergency Management Agency.

III – Utilization of Disadvantaged Businesses Enterprises (DBEs)

It is the policy of the State Revolving Loan Fund (SRF) to promote a "fair share" of sub-agreement awards to **small, minority, and/or women-owned businesses** for equipment, supplies, construction, and services. Compliance with these contract provisions is required in order for project costs to be eligible for SRF funding. *The "fair share" objective is a goal, not a quota.* DBE (Disadvantaged Business Enterprise) is an all-inclusive business classification, which includes MBE (minority business enterprises and/or WBE (women business enterprises) and is used synonymously when these entities are referenced individually or collectively.

Failure on the part of the apparent successful bidder to submit required information to the Loan Recipient (Owner) may be considered (by the Loan Recipient (Owner)) in evaluating whether the bidder is responsive to the bid requirements. The project objectives for utilization of Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs) are as follows:

Commodities (Supplies)	MBE 4%	WBE 11%
Contractual (Services)	MBE 8%	WBE 30%
Equipment	MBE 5%	WBE 20%
Construction	MBE 2.5%	WBE 3%

For purposes of clarification:

- This objective applies to any Federally assisted procurement agreement in excess of \$10,000.
- This objective necessitates three responsibilities; separate solicitations must be made of small and minority and women's business enterprises.
- A minority business is a business, at least 51 percent of which is owned and controlled by minority group members (Black; Hispanic; Asian American; American Indian; and, any other designations approved by the Office of Management and Budget).
- A women's business is a business, at least 51 percent of which is owned and controlled by one or more women.
- The control determination will revolve around the minority or woman owner's involvement in the day-to-day management of the business enterprise.
- Solicitation should allow adequate time for price analysis. ADEM recommends that contact be made no later than 15 days before bid opening.
- Efforts taken to comply with this objective must be documented in detail; maintain records of firms contacted, including any negotiation efforts to reach competitive price levels, and awards to the designated firms.
- ADEM recommends that the Loan Recipient (Owner) or proposed Prime Contractor utilizes the services of the Minority Business Development Service Centers. These Centers are funded by the U.S. Department of Commerce to provide technical, financial and contracting assistance to minority and women's business enterprises. These Centers are located in a number of Regional cities.
- Use of the services provided by these Centers does not absolve the Loan Recipient (Owner) or proposed Prime Contractor from pursuing additional efforts to meet this objective.

IV – Six Affirmative Steps for Good Faith DBE (MBE-WBE) Solicitation

The Loan Recipient (Owner) shall follow the six affirmative steps found in the SRF application when using loan funds to procure sources of supplies, construction and services.

If the successful bidder plans to subcontract a portion of the project, the bidder must submit to the owner within 10 days after bid opening, evidence of the affirmative steps taken to utilize small, minority and women's businesses. These six affirmative steps or 'good faith efforts' are required methods to ensure that DBEs have the opportunity to compete for procurements funded by EPA financial assistance dollars. Such affirmative steps are described as follows:

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. This will include placing DBEs on solicitation lists and soliciting them whenever there are potential sources.

2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. This will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

5. Use the resources, services, and assistance of the AL Department of Transportation (ALDOT), Small Business Administration (SBA), and the Minority Business Development Agency of the Department of Commerce (MBDA).

6. If the Contractor awards subcontracts, it must take the steps described in items (1) through (5) listed above.

V – Documentation Required from Loan Recipient (Owner) and Contractor

The low, responsive, responsible bidder must forward the following items, in duplicate, to the loan recipient (owner) no later than 10 days after bid opening. The Loan Recipient (Owner) shall transmit one (1) copy of its DBE documentation of the prime contractor solicitation and one (1) copy of the prime contractor's/bidder's DBE documentation of all subcontractor solicitation to the SRF Section within 14 days after bid opening.

1. List of **all** subcontractors (DBE **and** non-DBE) with name, address, telephone number, estimated contract dollar amount and duration. If there are to be no subcontractors, please indicate such in a letter on company letterhead.
2. List of any subcontract work yet to be committed with estimate of dollar amount and duration of contract.
3. MBE-WBE (DBE) Documents - See **Part V, page SGC-6**.
4. Debarred Firms Certification – See **Part XIV, page SGC-25**.
5. Certification Regarding Equal Employment Opportunity – See **Part XIII, page SGC-24**.

The proposed Prime Contractor must submit the following items to the Loan Recipient (Owner):

1) DBE Compliance Form. The Loan Recipient (Owner) must submit this information to the SRF Section to demonstrate compliance with the DBE requirements. ADEM's approval is required prior to award of the construction contract and commencement of any SRF-funded construction. **(Page SGC-8)**

2) Certification Regarding Equal Employment Opportunity. This form is required of the proposed prime contractor (re: all subcontracts executed) and should be submitted with the prime proposed contractor's MBE-WBE solicitation submittal to the Loan Recipient (Owner). **(Page SGC-24)**

3) Debarred Firms Certification. This form is required of the proposed prime contractor (re: all subcontracts executed) and should be submitted with the prime proposed contractor's MBE-WBE solicitation submittal to the Loan Recipient (Owner). **(Page SGC-25)**

4) EPA Form 6100-2 DBE Subcontractor Participation Form. This form gives a DBE subcontractor the opportunity to describe the work the DBE subcontractor received from the proposed prime contractor, how much the DBE subcontractor was paid, and any other concerns the DBE subcontractor might have. The proposed prime contractor must provide this form to each DBE subcontractor for the DBE subcontractor's submittal to the SRF Section's MBE-WBE Compliance Staff (to be forwarded to EPA's DBE Coordinator). **(Page SGC-10)**

5) EPA Form 6100-3 DBE Subcontractor Performance Form. This form captures an intended DBE subcontractor's description of work to be performed for the proposed prime contractor and the price of the work. The proposed prime contractor must provide this form to each DBE subcontractor for the DBE subcontractor's submittal to the SRF Section's MBE-WBE Compliance Staff (to be forwarded to EPA's DBE Coordinator). **(Page SGC-12)**

6) EPA Form 6100-4 DBE Subcontractor Utilization Form. This form captures the proposed prime contractor's intended use of all identified DBE subcontractors and the estimated dollar amount of the work. The proposed prime contractor must provide this form to each DBE subcontractor for the DBE subcontractor's submittal to the SRF Section's MBE-WBE Compliance Staff (to be forwarded to EPA's DBE Coordinator). **(Page SGC-14)**

7) EPA Form 5700-52 A MBE/WBE Utilization Reports (DBE Annual Report), if applicable. The Loan Recipient (Owner) must submit this information to the SRF Section within 30 days of the end of the annual reporting period (October 30th), i.e., **by November 30th**. **(Pages SGC-16 - SGC-17)**

8) Changes to Approved DBE Compliance Form, if applicable. If any changes, substitutions, or additions are proposed to the subcontractors included in previous Department approvals, the Owner must submit this information to the Department for prior approval in order for the affected subcontract work to be eligible for SRF funding. **(Page SGC-23)**

9) Certified Payrolls. These should be submitted to the Loan Recipient (Owner), at least, monthly for the prime contractor and all subcontractors. The Loan Recipient (Owner) must maintain payroll records and make these available for inspection

Please note that DBEs, MBEs, and WBEs must be certified in writing by EPA, SBA, or DOT (or by state, local, Tribal, or private entities whose certification criteria match EPA's). Depending upon the certifying agency, a DBE may be classified as a Disadvantaged Business Enterprise (DBE), a Minority Business Enterprise (MBE), or a Women's Business Enterprise (WBE). Written certification as a DBE (MBE or WBE) is required in order to be counted toward the Loan Recipient/Owner's MBE-WBE accomplishments.

The documentation of these good faith solicitation efforts must be detailed in order to allow for satisfactory review. Such documentation might include fax confirmation sheets, copies of solicitation letters/emails, printouts of the online solicitations, printouts of online search results, affidavits of publication in newspapers, etc. The proposed prime contractor is strongly encouraged to follow up each written, fax, or email solicitation with, at least, 1 logged phone call.

The proposed prime contractor must employ the six affirmative steps to subcontract with DBEs, even if the proposed prime contractor has achieved its fair share objectives.

The prime contractor must employ the six affirmative steps to subcontract with DBEs, even if the proposed prime contractor has achieved its fair share objectives. If a DBE subcontractor fails to complete work under the subcontract for any reason, the proposed prime contractor must notify the Loan Recipient (Owner) in writing prior to any termination and must employ the six 'good faith efforts' described above if using a replacement subcontractor. Any proposed changes from an approved DBE subcontractor must be reported to the Loan Recipient (Owner) and to the SRF Section on the Changes to Approved Subcontractors Form prior to initiation of the action. EPA Forms Nos. 6100-3 and 6100-4 must also be submitted to the SRF Section for new DBE subcontracts.

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VI – Resources for Identifying MBE-WBE (DBE) Contractors/Subcontractors

The following organizations may provide assistance in soliciting DBE participation:

City of Birmingham
Office of Economic
Development
ATTN: **Monique Shorts**,
Economic Specialist
710 20th Street North
Birmingham, Alabama
35203
Ph: (205) 254-2799
Fax: (205) 254-7741
Monique.shorts@birminghamal.gov

U.S. Small Business
Administration
<http://www.pro-net.sba.gov>

National Association
of Minority
Contractors (NAMC)
<https://namcatlanta.org/>

Alabama Department
of Transportation
ATTN: **John Huffman**
1409 Coliseum Boulevard
Montgomery, Alabama
36130
Ph: (334) 244-6261
<http://www.dot.state.al.us>

U.S. Department of
Commerce
Minority Business
Development Agency
ATTN: **Donna Ennis**
75 5th Street NW,
Suite 300
Atlanta, Georgia 30308
Ph: (404) 894-2096
<http://www.mbd.gov/>

Governor's Office of
Minority and Women's
Business Enterprises
Hilda Lockhart,
STEP Project Director
401 Adams Avenue
Suite 360
Montgomery, Alabama
36130
Ph: (334) 242-2220

Birmingham Construction
Industrial Authority ATTN:
Ashley Orl or **Kimberly
Bivins**
601 37th Street South
Birmingham, Alabama
35222
Ph: (205) 324-6202
aorl@bcia1.org
kbaylorbivins@bcia1.org

NOTE:

- (1) The Loan Recipient (Owner) and the proposed Prime Contractor shall use the necessary resources to identify and directly solicit no less than three (3) certified DBE/MBE/WBE companies to bid in each expected contract/subcontract area. If a diligent and documented search of ALDOT, SBA, and MBDA directories does not identify three (3) potential certified DBE/MBE/WBE firms, then the proposed Prime Contractor shall post an advertisement in, at least, one (1) of the other online or print resources. Whenever possible, post solicitation for bids or proposals should be posted/advertised for a minimum of 30 calendar days before the bid or proposal closing date.**
- (2) Expenditures to a DBE that acts merely as a broker or passive conduit of funds, without performing, managing, or supervising the work of its subcontract in a manner consistent with normal business practices may not be counted.**
- (3) The proposed Prime Contractor should attempt to identify and first solicit DBEs in the geographic proximity of the project before soliciting those located farther away.**
- (4) In addition, our SRF DBE Compliance Staff is readily available for assistance, as follows: Diane Lockwood (DBE Coordinator) at (334) 271-7815 or dpl@adem.alabama.gov.**

VII – DBE Compliance Form

NOTE: FOR DBE COMPLIANCE, ONE (1) COPY OF THIS FORM (WITH ALL INFORMATION OUTLINED) IS REQUIRED (WITH THE LOAN RECIPIENT (OWNER)'S DBE SUBMITTAL) FOR EACH PR&CS REVIEW. THE LOAN RECIPIENT (OWNER) AND PROPOSED PRIME CONTRACTOR SHOULD ENSURE THAT THIS INFORMATION IS COMPLETE PRIOR TO THE PR&CS SUBMITTAL TO THE SRF SECTION.

Loan Recipient: _____ SRF Loan (Project) Number: _____

CERTIFICATIONS:

I certify that the information submitted on and with this form is true and accurate and that this company has met and will continue to meet the conditions of this construction contract regarding DBE solicitation and utilization. I further certify that criteria used in selecting subcontractors and suppliers were applied equally to all potential participants and that EPA Forms 6100-2 and 6100-3 were distributed to all DBE subcontractors.

(Proposed Prime Contractor Signature) Date _____

(Printed Name and Title)

I certify that I have reviewed the information submitted on and with this form and that it meets the requirements of the Loan Recipient's/Owner's State Revolving Fund loan contract.

(Only ONE (1) signature required below.)**

(Signature of Loan Recipient (Owner)) Date _____

OR**

(Loan Recipient's (Owner's) Representative's Signature, (P.E.)) Date _____

(Printed Name and Title)

GENERAL INFORMATION:

Loan Recipient (Owner) Contact: _____

Loan Recipient (Owner) Phone Number/Email: _____

Consulting Engineer Contact: _____

Consulting Engineer Phone Number/Email: _____

Proposed Prime Contractor: _____

Proposed Prime Contractor Contact: _____

Proposed Prime Contractor Phone Number/Email: _____

Proposed Prime Contract Amount: \$ _____

Proposed Total DBE/MBE Participation: \$ _____ Percentage: ____% Goal: 2.5%

Proposed Total WBE Participation: \$ _____ Percentage: ____% Goal: 3.0%

Please ensure the following is submitted in the full DBE submittal (with the DBE COMPLIANCE FORM (page SGC-8)):

- (1) **List of all committed and uncommitted subcontractors** by trade, including company name, address, telephone number, contact person, dollar amount of subcontract, and DBE/MBE/WBE status. Indicate in writing if no solicitations were made because the contractor intends to use only its own forces to accomplish the work.
- (2) **Proof of certification (certificate or letter)** by EPA, SBA, DOT (or by state, local, Tribal, or private entities whose certification criteria match EPA's) for each subcontractor listed as a DBE, MBE, or WBE.
- (3) **Documentation of solicitation effort for prospective DBE firms**, such as fax confirmation sheets, copies of solicitation letters/emails, printout of the online solicitations, printouts of online search results, affidavits of publication in newspapers, etc. The prime contractor is strongly encouraged to follow up each written, fax, or email solicitation with at least 1 logged phone call. Whenever possible, post solicitation for bids or proposals should be for a minimum of 30 calendar days before the bid or proposal closing date.
- (4) **Justification for not selecting a certified DBE subcontractor** that submitted a low bid for any subcontract area.
- (5) **Certification By Proposed Prime Contractor or Subcontractor Regarding Equal Opportunity Employment. (Page SGC-24)**
- (6) **Debarred Firms Certification. (Page SGC-25)**
- (7) **EPA Form 6100-2 DBE Subcontractor Participation Form** for **each** proposed **certified** DBE subcontractor.* **(Page SGC-10)** (*This form is completed by the proposed prime contractor. It is signed by **each** proposed subcontractor **only**.)
- (8) **EPA Form 6100-3 DBE Subcontractor Performance Form** for each DBE subcontractor.** **(Page SGC-12)** (**This form is completed by the proposed prime contractor and signed by each proposed certified subcontractor and the proposed prime contractor per subcontract.)
- (9) **EPA Form 6100-4 DBE Subcontractor Utilization Form** to summarize all DBE subcontracts/subcontractors.*** **(Page SGC-14)** (***)This form is completed and signed by the proposed prime contractor **only**.)

NOTE:

ALL DBE contractors selected must have a current DBE certificate or letter of certification by an approved certifying agency.

Loan Recipient (Owner) DBE Submittal

At minimum, the Loan Recipient (Owner)'s DBE submittal should **always** consist of **a cover letter (preferred, but optional) and a VII - DBE Compliance Form (page SGC-8) and DBE solicitation documentation** (i.e., DBE solicitation list(s) with source(s) of list(s) clearly identified, contractor contact information and results/outcomes of each solicitation (or of the overall solicitation effort, if all results/outcomes were the same), documentation of solicitation method (i.e., copies of emails, phone logs, faxes, etc.).

Prime Contractor DBE Submittal

At minimum, the Prime Contractor's DBE submittal should **always** consist of **a cover letter (preferred, but optional) and DBE solicitation documentation** (i.e., DBE solicitation list(s) with source(s) of list(s) clearly identified, subcontractor contact information and results/outcomes of each solicitation (or of the overall solicitation effort, if all results/outcomes were the same), documentation of solicitation method (i.e., copies of emails, phone logs, faxes, etc.) **OR** a "No Subcontractors" Letter (*if none will be utilized*) **and** a List of **ALL (DBE/non-DBE) subcontractors contracted/yet to be contracted and ALL EPA 6100 Forms described above (DBE subcontractors selected or not) and** Certification Regarding Equal Employment Opportunity **and** Debarred Firms Certification.

VIII - EPA Form 6100-2 DBE Subcontractor Participation Form



OMB Control No: 2090-0030

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Participation Form

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE¹ subcontractor² the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Amount Received by Prime Contractor

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

EPA FORM 6100-2 (DBE Subcontractor Participation Form)

IX - EPA Form 6100-3 DBE Subcontractor Performance Form



OMB Control No: 2090-0030

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Performance Form

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
DBE Certified By: <input type="radio"/> DOT <input type="radio"/> SBA <input type="radio"/> Other: _____		Meets/ exceeds EPA certification standards? <input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> Unknown

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

IX - EPA Form 6100-3 DBE Subcontractor Performance Form



OMB Control No: 2090-0030

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date

Subcontractor Signature	Print Name
Title	Date

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

X - EPA Form 6100-4 DBE Subcontractor Utilization Form



OMB Control No: 2090-0030

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Issuing/Funding Entity:			

I have identified potential DBE certified subcontractors	<input type="radio"/> YES	<input checked="" type="radio"/> NO	
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?

Continue on back if needed

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

EPA FORM 6100-4 (DBE Subcontractor Utilization Form)

X - EPA Form 6100-4 DBE Subcontractor Utilization Form



OMB Control No: 2090-0030

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Utilization Form

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

Instructions:

A. General Instructions:

MBE/WBE utilization is based on 40 CFR Part 33. The reporting requirement reflects the class deviation issued on November 8, 2013, clarified on January 9, 2014 and modified on December 2, 2014. EPA Form 5700-52A must be completed annually by recipients of financial assistance agreements where the combined total of funds budgeted for procuring supplies, equipment, construction or services exceeds \$150,000. This reporting requirement applies to all new and existing awards and voids all previous reporting requirements.

In determining whether the \$150,000 threshold is exceeded for a particular assistance agreement, the analysis must focus on funds budgeted for procurement under the supplies, equipment, construction, services or "other" categories, and include funds budgeted for procurement under sub-awards or loans

Reporting will also be required in cases where the details of the budgets of sub-awards/loans are not clear at the time of the grant awards and the combined total of the procurement and sub-awards and/or loans exceeds the \$150,000 threshold.

When reporting is required, all procurement actions are reportable, not just the portion which exceeds \$150,000.

If at the time of award the budgeted funds exceed \$150,000 but actual expenditures fall below, a report is still required.

If at the time of award, the combined total of funds budgeted for procurements in any category is less than or equal to \$150,000 and is maintained below the threshold, no DBE report is required to be submitted.

Recipients are required to report 30 days after the end of each federal year, per the terms and conditions of the financial assistance agreement.

Last reports are due October 30th or 90 days after the end of the project period, whichever comes first.

MBE/WBE program requirements, including reporting, are material terms and conditions of the financial assistance agreement.

B. Definitions:

Procurement is the acquisition through contract, order, purchase, lease or barter of supplies, equipment, construction or services needed to accomplish Federal assistance programs.

A **contract** is a written agreement between an EPA recipient and another party (also considered "prime contracts") and any lower tier agreement (also considered "subcontracts") for equipment, services, supplies, or construction necessary to complete the project. This definition excludes written agreements with another public agency. This definition includes personal and professional services, agreements with consultants, and purchase orders.

A **minority business enterprise (MBE)** is a business concern that is (1) at least 51 percent owned by one or more minority individuals, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more minority

individuals; and (2) whose daily business operations are managed and directed by one or more of the minority owners. In order to qualify and participate as an MBE prime or subcontractor for EPA recipients under EPA's DBE Program, an entity must be properly certified as required by 40 CFR Part 33, Subpart B.

U.S. citizenship is required. Recipients shall presume that minority individuals include Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, or other groups whose members are found to be disadvantaged by the Small Business Act or by the Secretary of Commerce under section 5 of Executive order 11625. The reporting contact at EPA can provide additional information.

A **woman business enterprise (WBE)** is a business concern that is, (1) at least 51 percent owned by one or more women, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more women and (2) whose daily business operations are managed and directed by one or more of the women owners. In order to qualify and participate as a WBE prime or subcontractor for EPA recipients under EPA's DBE Program, an entity must be properly certified as required by 40 CFR Part 33, Subpart B.

Business firms which are 51 percent owned by minorities or women, but are in fact not managed and operated by minorities or females do not qualify for meeting MBE/WBE procurement goals. U.S. Citizenship is required.

Good Faith Efforts

A recipient is required to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under an EPA financial assistance agreement. These good faith

efforts for utilizing MBEs and WBEs must be documented. Such documentation is subject to EPA review upon request:

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
6. If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

C. Instructions for Part I:

1A. Specify Federal fiscal year this report covers. The Federal fiscal year runs from October 1st through September 30th (**e.g. November 29, 2014 falls within Federal fiscal year 2015**)

1B. Specify report type. Check the annual reporting box. Also indicate if the project is completed.

1C. Indicate if this is a revision to a previous year and provide a brief description of the revision you are making.

2A-B. Please refer to your financial assistance agreement for the mailing address of the EPA financial assistance office for your agreement.

The "EPA DBE Reporting Contact" is the DBE Coordinator for the EPA Region from which your financial assistance agreement was originated. For a list of DBE Coordinators please refer to the EPA OSBP website at http://epa.gov/osbp/dbe_cord.

3A-B. Identify the agency, state authority, university or other organization which is the recipient of the Federal financial assistance and the person to contact concerning this report.

4A. Provide the Assistance Agreement number assigned by EPA. A separate report must be submitted for each Assistance Agreement.

***For SRF recipients:** In box 4a list numbers for ALL OPEN Assistance Agreements being reported on this form.

4B. Refer back to Assistance Agreement document for this information.

5A. Provide the total amount of the Assistance Agreement which includes Federal funds plus recipient matching funds and funds from other sources.

***For SRF recipients only:** SRF recipients will not enter an amount in 5a. SRF recipients should check the "N/A" box.

5B. Self-explanatory.

5C. Provide the total dollar amount of **ALL** procurements awarded this reporting period by the recipient, sub-recipients, and SRF loan recipients, **including** MBE/WBE expenditures, not just the portion which exceeds \$150,000. For example: Actual dollars for procurement from the procuring office; actual contracts let from the contracts office; actual goods, services, supplies, etc., from other sources including the central purchasing/ procurement centers).

***NOTE:** To prevent double counting on line 5C, if any amount on 5E is for a subcontract and the prime contract has already been included on Line 5C in a prior reporting period, then report the amount going to MBE or WBE subcontractor on line 5E, but exclude the amount from Line 5C. To include the amount on 5C again would result in double counting because the prime contract, which includes the subcontract, would have already been reported.

***For SRF recipients only:** In 5c please enter the total annual procurement amount under all of your SRF Assistance Agreements. The figure reported in this section is **not** directly tied to an individual Assistance Agreement identification number. (**SRF state recipients report state procurements in this section**)

5D. State whether or not sub-awards and/or subcontracts have been issued under the financial assistance agreements by indicating “yes” or “no”.

5E. Where requested, also provide the total dollar amount of all MBE/WBE procurement awarded during this reporting period by the recipient, sub-recipients, SRF loan recipients, and prime contractors in the categories of construction, equipment, services and supplies. These amounts include Federal funds plus recipient matching funds and funds from other sources.

6. If there were no MBE/WBE accomplishments this reporting period, please briefly how certified MBEs/WBEs were notified of the opportunities to compete for the procurement dollars entered in Block 5C and why certified MBEs /WBEs were not awarded any procurements during this reporting period.

7. Name and title of official administrator or designated reporting official.

8. Signature, month, day, and year report submitted.

D. Instructions for Part II:

For each MBE/WBE procurement made under this financial assistance agreements during the reporting period, provide the following information:

1. Check whether this procurement was made by the recipient, sub-recipient/SRF loan recipient, or the prime contractor.

2. Check either the MBE or WBE column. If a firm is both an MBE and WBE, the recipient may choose to count the entire procurement towards EITHER its MBE or WBE accomplishments. The recipient may also divide the total amount of the procurement (using any ratio it so chooses) and count those divided amounts toward its MBE and WBE accomplishments. If the recipient chooses to divide the procurement amount and count portions toward its MBE and WBE accomplishments, please state the appropriate amounts under the MBE and WBE columns on the form. **The combined MBE and WBE amounts for that MBE/WBE contractor must not exceed the “Value of the Procurement” reported in column #3**

3. Dollar value of procurement.

4. Date of procurement, shown as month, day, year. Date of procurement is defined as the date the contract or procurement was awarded, **not** the date the contractor received payment under the awarded contract or procurement, unless payment occurred on the date of award. **(Where direct purchasing is the procurement method, the date of procurement is the date the purchase was made)**

5. Using codes at the bottom of the form, identify type of product or service acquired through this procurement (e.g., enter 1 if construction, 2 if supplies, etc.).

6. Name, address, and telephone number of MBE/WBE firm.

**This data is requested to comply with provisions mandated by: statute or regulations (40 CFR Parts 30, 31, and 33 and/or 2 CFR Parts 200 and 1500); OMB Circulars; or added by EPA to ensure sound and effective assistance management. Accurate, complete data are required to obtain funding, while no pledge of confidentiality is provided.

The public reporting and recording burden for this collection of information is estimated to average 1 hour per response annually. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclosure or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, OPPE Regulatory Information Division, U.S. Environmental Protection Agency (2136), 1200 Pennsylvania Avenue, NW, Washington, D.C. 20460. Include the OMB Control number in any correspondence. Do not send the completed form to this address.

XII – Changes to Approved DBE Compliance Form

NOTE: THIS FORM IS REQUIRED OF THE LOAN RECIPIENT (OWNER) (WITH THE PRIME CONTRACTOR'S INPUT) FOR DBE COMPLIANCE ONLY IF A SUBCONTRACTOR/SUPPLIER/VENDOR IS SOUGHT AND/OR PROCURED AFTER THE CONTRACT ATA (APPROVAL-TO-AWARD) HAS BEEN ISSUED. IT IS SIMILAR TO THE DBE COMPLIANCE FORM (PAGE SGC-8) IN THAT IT IS THE COVER/SUMMARY FORM USED TO DOCUMENT THE ADDITIONAL DBE SOLICITATION AND/OR REVISE THE ORIGINAL DBE APPROVAL STATUS.

Loan Recipient: _____ Loan (Project) Number: _____

CERTIFICATIONS:

I certify that the information submitted on and with this form is true and accurate and that this company has met and will continue to meet the conditions of this construction contract regarding DBE solicitation and utilization. I further certify that criteria used in selecting subcontractors and suppliers were applied equally to all potential participants and that EPA Forms 6100-2 and 6100-3 were distributed to all DBE subcontractors.

(Prime Contractor Signature) Date _____

(Printed Name and Title)

*I certify that I have reviewed the information submitted on and with this form and that it meets the requirements of the Loan Recipient's/Owner's State Revolving Fund loan contract. (*Only ONE (1) signature required below.)*

(Signature of Loan Recipient (Owner)) Date _____

OR*

(Loan Recipient's (Owner's) Representative's Signature, (P.E.)) Date _____

(Printed Name and Title)

GENERAL INFORMATION: (Please attach additional pages to address 1 through 5, as needed.)

- (1) If an approved subcontractor is terminated or replaced, please identify this company and briefly state the reason.
- (2) For new or additional subcontractors, list name, trade, address, telephone number, contact person, dollar amount of subcontract and DBE status.
- (3) Attach proof of certification by EPA, SBA, DOT (or by state, local, Tribal or private entities whose certification criteria match EPA's) for each subcontractor listed as a DBE, MBE or WBE.
- (4) Attach documentation of solicitation effort for prospective DBE firms, such as fax confirmation sheets, copies of solicitation letters/emails, printouts of the online solicitations, printouts of online search results, affidavits of publication in newspapers, etc. The prime contractor is strongly encouraged to follow up each solicitation with, at least, one (1) logged phone call. Whenever possible, post solicitation for bids or proposals should be for a minimum of 30 calendar days before the bid or proposal closing date.
- (5) Provide justification for not selecting a certified DBE subcontractor that submitted a low bid for any subcontract area.

XIII – Certification Regarding Equal Employment Opportunity

The prime contractor is required to comply with Executive Order 112-46 of September 24, 1965 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967.

The contract for the work under this proposal will obligate the prime contractor and its subcontractors not to discriminate in employment practices.

The prime contractor shall not maintain or provide for his/her employees the facilities, which are segregated on a basis of race, creed, color or national origin, whether such facilities are segregated by directive or on a de facto basis.

The prime contractor must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain his/her eligibility to receive the award of the contract.

The prime contractor must be prepared to comply in all respects with any contract provisions regarding non-discrimination stipulated in conjunction with labor standards.

PRIME CONTRACTOR'S CERTIFICATION:

Prime Contractor's Name: _____

Address: _____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes ___ No ___
2. Compliance Reports were required to be filed in connection with such contract or subcontract. Yes ___ No ___
3. Bidder has filed all compliance reports due under applicable contract requirements. Yes ___ No ___

If answer to item 3 is "No", please explain in detail on reverse side of this certification.

Certification - The information above is true and complete to the best of my knowledge and belief.

Signature of Prime Contractor: _____

Title: _____

Date: _____

XIV – Debarred Firms Certification

All prime construction contractors shall certify that Subcontracts have not and will not be awarded to any firm that is currently on the General Service Administration's Master List of Debarred, Suspended and Voluntarily Excluded Persons, in accordance with the provisions of ADEM Administrative Code 335-6-14-.35. Debarment action is taken against a firm for noncompliance with Federal Law.

All bidders shall complete this certification in duplicate and submit both copies to the Loan Recipient (Owner) with the bid proposal. The Loan Recipient (Owner) shall transmit one copy to the SRF Section within 14 days after the bid opening.

Project Name/Loan Name*:

(*not **Contract** Name)

SRF Project No.:

The undersigned hereby certifies that the firm of _____
_____ has not and will not award a subcontract, in connection with any contract awarded to it as the result of this bid, to any firm that is currently on the General Service Administration's Master List of Debarred, Suspended, and Voluntarily Excluded Persons.

Signature of Prime Contractor:

Title:

Date:

XV – Davis-Bacon and Related Acts

Labor Standards Provisions for Federally Assisted Contracts

Wage Rate Requirements Under FY 2013 Continuing Appropriation

I. Requirements under the Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6) For Subrecipients That Are Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under the FY 2013 Continuing Resolution with respect to State recipients and subrecipients that are governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient. If a State recipient needs guidance, the recipient may contact Cynthia Y. Edwards at Edwards.Cynthiay@epa.gov or at 404-562-9340 of EPA, Region 4 Grants and SRF Management Section, for guidance. The recipient or subrecipient may also obtain additional guidance from DOL's web site at <http://www.dol.gov/whd/>

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

Under the FY 2013 Continuing Resolution, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the subrecipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The subrecipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.

(ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

(c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract Subcontract Provisions.

(a) The Recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2010 appropriation , the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding.

The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/forms/wh347> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5(a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5(a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program.

If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements.

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment.

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages.

In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages.

The subrecipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the subrecipient should conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information

indicates that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract . Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <https://www.dol.gov/agencies/whd/contact/local-offices>.

(Insert applicable wage rate determination here.)

Wage Rates are county specific for *Heavy Construction* and can be found at:
<https://sam.gov/content/wage-determinations>

XVI – American Iron and Steel Requirement

Section 4.13 Compliance with 2014 Appropriations Act. (a) The Loan Recipient agrees to comply with all federal requirements applicable to the Authority Loan (including those imposed by P.L. 113-76, Consolidated Appropriations Act (the "2014 Appropriations Act") and related SRF Policy Guidelines) which the Loan Recipient understands includes, among other things, requirements that all of the iron and steel products used in the Project are to be produced in the United States ("American Iron and Steel") unless (i) the Loan Recipient has requested and obtained a waiver from the U.S. Environmental Protection Agency pertaining to the Project or (ii) the Authority has otherwise advised the Loan Recipient in writing that the Buy American Requirement is not applicable to the Project. .

(b) The Loan Recipient also agrees to comply with all recordkeeping and reporting requirements under the Clean Water Act (codified generally under 33 U.S.C. §1251 et seq.) (the "Clean Water Act"), including any reports required by a federal agency or the Authority such as performance indicators of program deliverables, information on costs and Project progress. The Loan Recipient understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities, and (ii) failure to comply with the Clean Water Act and this Agreement may be an Event of Default hereunder that results in a repayment of the Authority Loan in advance of the maturity of the Evidence of Indebtedness and/or other remedial actions.

The Loan Recipient agrees to cause all contractors and subcontractors to comply with (through the inclusion of appropriate terms and conditions in all contracts, subcontracts and lower tiered transactions, such terms and conditions to be in substantially the form set forth in connection with the development and construction of the project

The Contractor acknowledges to and for the benefit of the _____, Alabama ("Purchaser"), and the Alabama Water Pollution Control Authority or the Drinking Water Finance Authority (the "State Authority") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel") including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State Authority that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State Authority. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State Authority to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State Authority or any damages owed to the State Authority by the Purchaser). While the Contractor has no direct contractual privity with the State Authority, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State Authority.

XVII – Build America, Buy America (BABA) Requirement

Comply with all federal requirements applicable to the assistance received (including those imposed by the Infrastructure Investment and Jobs Act (“IIJA”), Public Law No. 117-58) which the Participant understands includes, but is not limited to, the following requirements: that all of the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States (“Build America, Buy America Requirements”) unless (i) the Participant has requested and obtained a waiver from the cognizant Agency[1] pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (ii) all of the contributing Agencies have otherwise advised the Participant in writing that the Build America, Buy America Requirements are not applicable to the Project. Comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the funding authority (such as EPA and/or a state), such as performance indicators of program deliverables, information on costs and project progress. The Participant understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the applicable legal requirements and this Agreement may result in a default hereunder that results in a repayment of the assistance agreement in advance of the maturity of the Bonds, termination and/or repayment of grants, cooperative agreements, direct assistance or other types of financial assistance, and/or other remedial actions.

ALL CONSTRUCTION CONTRACTS MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE BABA REQUIREMENTS. The loan recipient agrees to cause all contractors and subcontractors to comply with (through the inclusion of appropriate terms and conditions in all contracts, subcontracts, and lower tiered transactions) such terms and conditions to be in substantially the form set forth in connection with the development and construction of the project.

The Contractor acknowledges to and for the benefit of the _____ (“Owner”) and the _____ (the “Funding Authority”) that it understands the goods and services under this Agreement are being funded with federal monies and have statutory requirements commonly known as “Build America, Buy America;” that requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States (“Build America, Buy America Requirements”) including iron and steel, manufactured products, and construction materials provided by the Contactor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner and Funding Authority (a) the Contractor has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested by the Owner or the Funding Authority. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner or Funding Authority to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Owner or Funding Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part,

from the Funding Authority or any damages owed to the Funding Authority by the Owner). If the Contractor has no direct contractual privity with the Funding Authority, as a lender or awardee to the Owner for the funding of its project, the Owner and the Contractor agree that the Funding Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Funding Authority.

XVIII – Project Sign Detail - CWSRF

ADEM
Alabama Department of Environmental Management

STATE OF ALABAMA
Honorable (name), Governor



ALABAMA WATER POLLUTION CONTROL AUTHORITY
POLLUTION CONTROL PROJECT

(NAME OF OWNER)
(NAME OF PROJECT)

\$(Project/Contract Amount) STATE REVOLVING FUND LOAN

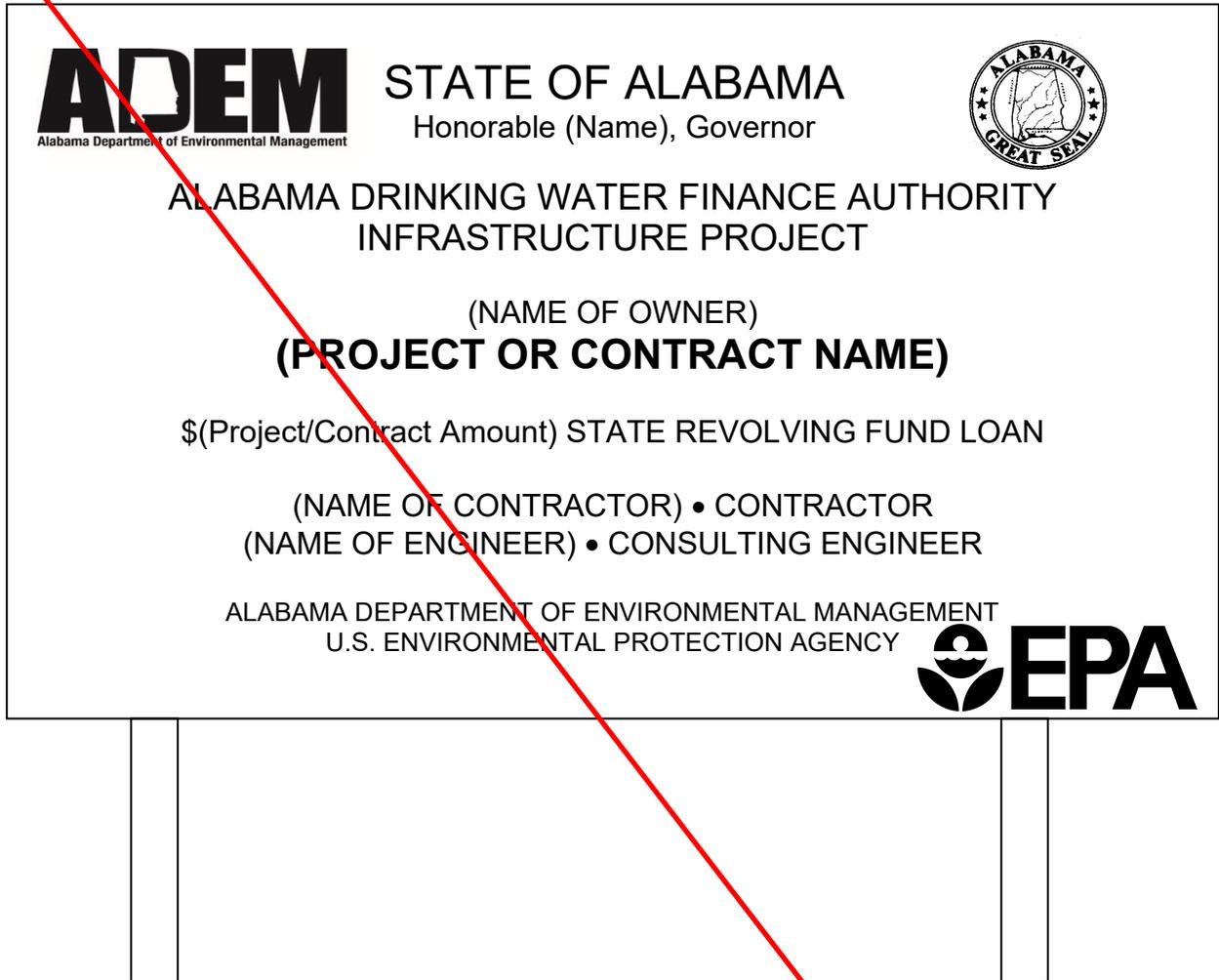
(NAME OF CONTRACTOR) • CONTRACTOR
(NAME OF ENGINEER) • CONSULTING ENGINEER

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
U.S. ENVIRONMENTAL PROTECTION AGENCY



1. Sign is to be constructed of ½" MDO plywood, 4' x 8'. Alternate materials may be used if approved by ADEM prior to use.
2. Paint with two (2) coats oil-base enamel before lettering.
3. Background color white; lettering black.
4. Lettering may be painted or vinyl. All lettering sizes to be proportionate to sign layout.
5. Sign shall be attached to 4" x 4" x 8' treated posts. Alternatives may be used if approved by ADEM prior to use.
6. Sign shall be placed in prominent location, easily readable from existing street or roadway.
7. Sign shall be maintained in good condition until completion of project.

XIX – Project Sign Detail - DWSRF



1. Sign is to be constructed of ½" MDO plywood, 4' x 8'. Alternate materials may be used if approved by ADEM prior to use.
2. Paint with two (2) coats oil-base enamel before lettering.
3. Background color white; lettering black.
4. Lettering may be painted or vinyl. All lettering sizes to be proportionate to sign layout.
5. Sign shall be attached to 4" x 4" x 8' treated posts. Alternatives may be used if approved by ADEM prior to use.
6. Sign shall be placed in prominent location, easily readable from existing street or roadway.
7. Sign shall be maintained in good condition until completion of project.

XX – Construction Contract Requirements

This checklist is to be completed by the Loan Recipient (Owner)/Engineer when submitting plans and specifications to the SRF Section for review. It affirms to the SRF reviewer that the Loan Recipient (Owner)/Engineer has addressed these items (in boilerplate form) within the specifications manual.

Contract Page No.	Satisfied Yes/No	
_____	_____	Bid Advertisement (including date, time, and location of bid opening).
_____	_____	Bid Bond.
_____	_____	Performance Bond (100%).
_____	_____	Payment Bond (Not less than 50%).
_____	_____	Contract Length.
_____	_____	Liquidated Damages.
_____	_____	Liability Insurance (including workman's comp, public liability, and builder's risk, if applicable).
_____	_____	Method of Award (i.e. lowest, responsive, responsible bidder).
_____	_____	Air testing of gravity sewers (if applicable).

Within 14 days after the bid opening, the Loan Recipient (Owner)/Engineer is to prepare the Project Review and Cost Summary (per the **PR&CS Checklist, page SGC-39**) and submit it to the SRF Section of ADEM. Upon completion of review, a written ATA (Approval-to-Award) will be issued.

NOTE:

The Loan Recipient (Owner) assumes all financial risk, if the construction contract is awarded prior to the issuance of an ATA letter by the SRF Section.

XXI– Project Review and Cost Summary

ADEM Alabama Department of Environmental Management	SRF Project Review and Cost Summary	Form Revised 07-2021
<p>This form is to be completed and submitted (with supporting documentation) to the SRF Section <u>within 14 days after bid opening</u>. Following satisfactory review, an ATA (Approval-to-Award) letter will be issued. After the ATA is issued/award of the contract, a pre-construction conference should be scheduled (with the SRF Project Manager in attendance). <u>A complete, bound set of the executed contract documents manual should be forwarded to the SRF Section for review and written approval following the pre-construction conference.</u></p>		
Loan Recipient: _____ Project Number: _____		
Project Name: _____		
Contract Number: _____ Contract Name: _____		
1. Date of plans and specifications concurrence letter from ADEM-SRF Section: _____		
Date of construction permit issuance from ADEM-DW Branch: _____		
2. Attach copies of the following documents:		
___ a. Bid advertisement with certification by publisher and date(s) of publication.		
___ b. Certified bid tabulation.		
___ c. Proposal of the selected bidder.		
___ d. Bid bond.		
___ e. Engineer's letter to the loan recipient recommending award of the contract. If the award is made to other than the low bidder, provide justification.		
___ f. Site certificates for the project, if not previously submitted with the SRF loan application.		
___ g. <u>DBE Documentation from the loan recipient (owner) and the prime contractor.</u> Utilization, solicitation and documentation requirements (with a list of required documents) are discussed in detail in Parts III - V (pages SGC-3 - SGC-23) of the ADEM <i>SRF Supplemental General Conditions</i> for SRF Assisted Public Drinking Water and Wastewater Facilities Construction Contracts.		
___ h. Copy of the wage determination used in bidding.		
___ i. Any addenda that have been issued after ADEM review of the plans and specifications.		
Comments: _____ _____		

**FHWA-1273: REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. **Withholding** (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDLegacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) Use of Optional Form WH-347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. **Apprentices and equal employment opportunity** (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeymen under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

STANDARD
SPECIFICATIONS

**STANDARD SPECIFICATION
FOR
SITework, EXCAVATION, AND EARTHWORK**

SECTION 1

1.0 PREPARATION OF SITE

Preparation of the site shall consist of the relocating, maintaining and/or removal of all fences, railings, poles, pipelines, culverts, structures, walkways, etc., located within the areas to be graded or to be occupied by new structures, pipelines, or other components of the project. Such relocations, maintenance, and/or removal may be required when the permanent use of such facilities will be required during construction or after construction, or when the temporary use of such facilities will be required. Site preparation work shall also include the provision of such drainage ditches, banks, travelways, etc., as may be required for proper prosecution and protection of the work.

Topsoil shall be stripped to a depth of not less than 12 inches from areas to be affected by the work, excavated or filled, and stockpiled for final distribution. If stored onsite for reuse, topsoil shall be placed on the site at locations acceptable to the Owner and Engineer. The Contractor shall consult with the Engineer regarding use of the site for fill areas, material storage areas, and spoil areas. The Contractor shall conserve the maximum amount of topsoil for use in final grading; avoid rendering any part of the work site unfit for future use; and maintain maximum access to the construction work, existing facilities, or new facilities. Soils testing and compaction testing shall be paid for by the Owner.

2.0 CLEARING AND GRUBBING

Clearing and grubbing shall consist of cutting, removing, burning and disposal of all trees, brush, stumps, grass, woods, roots, etc., within areas indicated to be graded, cut, filled, or occupied by structures, pipelines, or other facilities. All roots projecting from walls of excavation shall be either cut or removed so that minimum clearances of three feet from outside line of all structures, pipelines, etc., will be secured. No vegetation or other perishable material shall be left within areas of fill.

It shall be the responsibility of the Contractor to dispose of all debris resulting from clearing and grubbing operations. No materials resulting from the clearing and grubbing operations shall be left on the site unless required otherwise. Materials temporarily used to form silt barriers for erosion control shall be removed from the site after permanent erosion prevention cover is established by the Contractor.

All holes and/or depressions caused by the removal of stumps, roots, snags, etc., shall be backfilled, finish graded, and grassed. Disposal of debris shall be accomplished in such a manner as to fully comply with all applicable laws, codes, ordinances, etc.

All burning of material on the work site, when permitted, shall be performed in accordance with the "Air Pollution Control Rules and Regulations" of the Alabama Department of Environmental Management (ADEM) and with the air pollution control rules and regulations of the local authority or County Department of Health having jurisdiction over the construction site.

The burning of stumps, timber, logs, trimmings, brush, or other combustible materials where allowed shall be accomplished in such a manner that there will be no smoke or flyash nuisance. Burning shall not be initiated when atmospheric conditions are such as would cause a static cover in the area. Burning shall be strictly controlled. Quantities of materials being burned shall be limited so as to prevent damage to trees and/or growth adjacent to the cleared area, or to facilities or structures located in the surrounding area.

Trees, undergrowth, and ground cover outside of the construction areas or limits shall not be damaged or disturbed. Any tree scarred by equipment shall be immediately repaired and painted with approved asphaltic coating material. All damaged limbs shall be pruned by a clean cut and cut shall be painted with approved asphaltic coating material. Damaged undergrowth shall be pruned and treated. All areas disturbed or damaged by the Contractor's operations shall be restored to their original condition or as a minimum as specified.

3.0 SITE GRADING

All excess material or material which is unacceptable for use as fill or backfill shall be removed from the site and disposed of at the Contractor's expense. Final grading on the site, except over areas to be occupied by structures, walks, roadways, paved areas, etc., shall be of such material as will support vegetation. The entire area disturbed by the construction operations shall be finish graded, restored, and grassed. All fill material, not specified to be crushed stone, placed in areas to be occupied by roadways, walks, embankments, dikes, or other earth structures shall be compacted to 98 percent of maximum density unless otherwise indicated on the Drawings.

4.0 EROSION AND SILTING

The Contractor shall plan his site work and construction operations in such a manner as to effectively control soil erosion and runoff. The Contractor shall prevent pollution of streams and/or storm drains as would result from silt or soil runoff, or as would result from any material used in the construction operations such as oil, grease, paints, chemicals, fuels, solvents, or any construction debris. The Contractor shall obtain and comply with any permits and regulations required by ADEM or other agencies.

The Contractor shall intercept and block drainage from the construction site by means of silt fences, silt barriers, and sedimentation pools as required. Silt fences, wherever used on the site, shall consist of hay bales securely fastened in place or of suitable permeable barrier fabric designed to filter water and retain silt. Fabric shall be securely set in the ground and firmly held in place.

The Contractor shall be responsible for obtaining necessary NPDES Permits for stormwater discharge from the construction site(s) for all work described in these Specifications and shown on the Drawings. It shall be the Contractor's responsibility to meet all requirements and obligations of the Permit. All costs associated with making the application for the permit and for meeting the requirements of the Permit shall be borne by the Contractor.

5.0

CLEANING UP AND RESTORATION OF SURFACE FOR GRASSING

The Contractor shall maintain the construction and disturbed areas. All disturbed areas shall be restored to their original condition. Traveled areas shall be maintained in a passable condition by crushed stone or temporary paving as required at the Contractor's expense. All construction work shall be performed within reasonable limits around the areas of the work. All ground surface areas within the project construction limits shall be finished graded and grassed. All cut banks, slopes, or other areas outside of the construction limit that have been disturbed by the Contractor's construction operations shall also be graded and grassed.

The Contractor shall dispose of excess material as specified herein, and shall remove all rubbish, trash, and surplus construction materials from the site. Areas, sections, or portions of the work site within which construction work has been completed prior to beginning of final grading and grassing, shall be protected from erosion by employment of temporary control measures such as seeding and mulching or seeding and netting. All temporary erosion control and pollution control features installed by the Contractor shall be maintained by the Contractor prior to and following final grading and grassing.

Where trenches are excavated across raw land, undeveloped areas, pastureland, grassed areas, etc., the material placed in the top foot of backfill for such trenches shall be selected so as to be suitable for support of vegetation as found or as hereinafter specified. Where trenches are cut through finished lawns of bermuda, zoysia, centipede, or other types of lawn grasses, the top soil shall be dressed and fertilized, and the top of the trench adequately prepared for placement of sod matching the type grass removed.

Before placement of topsoil, the subsoil shall be loosened to a depth of not less than four inches but not greater than eight inches, the surfaces shall be cleared of all rock one inch or larger in size, all construction debris, or other objectionable material. The topsoil, previously removed and stored, shall then be placed over the prepared subsoil. The depth of the topsoil shall be sufficient to allow for natural settlement, so that after such settlement has taken place the surface of the topsoil layer will conform to the finished elevations and contours shown on the Drawings.

Should the stockpile of topsoil accumulated from the trenching operations not be adequate for supplying the quantities of topsoil required for preparation of the areas described hereinabove, the Contractor shall furnish, at his expense, topsoil from other sources to meet any deficiencies. Topsoil preparation shall consist of loosening the soil by discing, harrowing, or other approved methods. On areas having a slope of 3:1 or flatter, the soil shall be loosened to a depth of approximately three inches; and on slopes steeper than 3:1, the soil shall be merely roughened to a depth of approximately one inch. All clods, loose stones, and other foreign materials which are larger than one inch in any dimensions shall be removed. All gullies and washes that develop in the loosened soil prior to seeding shall be repaired. Seeding shall immediately follow soil preparation so as to avoid both compaction and/or wash by heavy rainfall and crust formation by sunbaking. Seeding will not be permitted on hard or crusted soil surfaces.

After preparation of topsoil, the Contractor shall immediately proceed with the grassing work. All materials used shall conform to the requirements in these Specifications under "Grassing".

If the construction work in any areas or portions of the work site should have been completed prior to completion of other construction work on the site, and the surface of the ground over and around such completed construction work will not be disturbed by the

continued prosecution of other construction work within the project site, the Contractor may elect to perform the finish grading, ground preparation, and permanent grassing over such areas. The Contractor shall understand, however, that all permanent grassing work done prior to the undertaking of the final grading, ground preparation, and permanent grassing of the project site after all construction work has been completed shall be at this own risk. The Contractor shall be responsible for maintenance of temporary grassing or any permanent grassing installed prior to the undertaking of final grading and permanent grassing.

6.0 RIP RAP

Rip rap shall be placed in the locations shown on the Drawings. The areas, widths, and lengths shown for rip rap coverage are the minimums required. Field conditions or changes in field conditions may dictate that the coverage at a particular location be decreased or increased.

Rip rap shall be stone conforming to the requirements of AHD Specifications Section 814.01, Class 2 rip rap. Rip rap material shall consist of reasonably well-graded stones ranging in weight from approximately 10 pounds to approximately 200 pounds, with not over 10 percent weighing over 200 pounds, at least 50 percent over 80 pounds, and not more than 10 percent weighing less than 10 pounds. Rip rap bedding, where shown to be required, shall consist of gravel or crushed stone AHD Size #467. Thickness of bedding shall be as shown on the Drawings.

Rip rap shall be placed in accordance with AHD Specifications Section 610 for placement of Class 2 rip rap. Rip rap shall be placed in such a manner as to produce a reasonably well-graded mass of rock having the minimum practical percentage of voids. Rip rap shall be placed to its full course thickness in one operation in a manner that avoids displacement of the bedding material. The finished rip rap shall be free from objectionable pockets of small stones and clusters of large stones. Dumping of rip rap will be allowed provided mechanical equipment is used to dress the stones to a reasonably uniform slope.

No extra payment for rip rap deposited contrary to the locations shown on the Drawings will be made unless requested in writing by the Owner and/or Engineer. The Contractor shall maintain the rip rap protection until the project is accepted and any material displaced by any cause prior to acceptance of the project shall be replaced at the Contractor's expense.

If shown on the drawings, the Contractor shall furnish and install a geotextile fabric in the locations shown on the Drawings prior to the placement of the rip rap. The geotextile shall be of nonwoven construction. The fabric shall be mildew, insect, and rodent resistant and shall be inert to chemicals commonly found in soil. The geotextile shall be furnished in a protective wrapping which shall protect the fabric from ultraviolet radiation and from abrasion due to shipping and handling. The fabric shall be ultraviolet stabilized.

The embankment stabilization fabric shall be placed in the manner described and in accordance with the manufacturer's recommendations. The surface to receive the geotextile shall be prepared to a smooth condition free of obstructions, depressions, and debris. The fabric shall be placed loosely, not in a stretched condition. The rip rap shall be placed so that the geotextile is not punctured. The rip rap shall completely cover the fabric.

The fabric shall be placed on the slopes so as to provide a minimum overlap of 18 inches. The geotextile shall be placed either parallel or vertical to the direction of the flow. If placed parallel, the upstream or higher panel shall overlap the downstream or lower panel. At the top of the embankment the fabric shall be keyed into the ground a minimum of 18

inches. If a cushion layer is placed, the bottom toe shall be finished by lapping the fabric back onto the cushion layer and securing with rip rap. The cost of furnishing and installing the geotextile fabric in accordance with the Plans and Specifications shall be included with the rip rap.

7.0 EXCAVATION - GENERAL

Excavated materials which are suitable for incorporation in the embankment and berms or other fills or ditches shall be placed directly therein, or stockpiled and subsequently used in the embankment, or other fills. The Contractor shall conduct grading operations in such a manner as to allow ample quantities of "Selected Soils" to be held in reserve or stockpiled, as necessary, to provide the required materials for backfilling or filling where allowed. No direct payment will be made for such necessary manipulation as doubled handling or hauling. Excess or unsuitable material which is not needed or inadequate for construction shall be disposed of as approved by the Engineer. All costs associated with the removal and disposal of materials and all costs associated with the restoration of surfaces of disposal areas shall be included in the unit prices and/or lump sum prices bid for the work under the Contract. There shall be no extra cost to the Owner for such removal, disposal and surface restoration work. There is no pay item for backfill and the Contractor shall include the cost of backfill in the cost of the structure.

All excavated materials shall be stored in a manner that will not cause damage to adjacent properties or environment nor obstruct access to any new or existing facilities. Drainage lines shall not be obstructed nor shall natural drainage of the surrounding ground be altered or obstructed.

8.0 EARTH EXCAVATION - DEFINITION AND GENERAL REQUIREMENTS

"Earth Excavation" shall include the removal, reuse and/or disposal of all materials, excluding those specified under "Clearing and Grubbing" and "Rock Excavation - Definition and General Requirements." Rocks and boulders one cubic yard or less in volume shall be classified as earth. Excavated materials which are suitable for incorporation in fills, embankments, backfills, berms, etc., shall be placed directly therein, or stockpiled and subsequently used. Excess or unsuitable materials shall be disposed of by the Contractor.

Earth excavation for structures shall be completed such that all footings, foundations, floor slabs, etc., bear on firm undisturbed soil, rock, or engineered/compacted fill. If, at the elevations shown on the Drawings, soil over the area to be occupied by a structure is found to be unsuitable for supporting the design load, the Contractor shall remove such soil and replace it with material placed and compacted in accordance with the Plans and these Specifications.

Earth excavation in trenches for pipe shall be open cut, unless otherwise shown in the Plans. Trenches shall be excavated to the depths shown in the Plans or as required to secure the specified minimum cover over the pipe. Boulders, large stones, rock or shale meeting the definition of "Earth," shall be removed from around all pipe to provide bedding, backfill, and compaction clearances indicated in the Plans and these Specifications.

9.0 ROCK EXCAVATION - DEFINITION AND GENERAL REQUIREMENTS

Rock excavation shall consist of the loosening, removing, and disposing of all rock, solid limestone or sandstone in original bed, in well-defined ledges, or in boulder form. It shall include all solid rock which cannot be removed until loosened by blasting or use of a track excavator mounted ram hoe. Boulders having a volume of more than one cubic yard shall be classified as rock. Material that can be loosened, separated, or ripped by means of heavy duty power tools or excavating equipment shall not be classified as rock. Unless identified in the Plans for use in the work or disposal on the site, all excavated rock shall be disposed of by the Contractor.

Where rock is the supporting material for structures, the Contractor shall expose and clean all foundation areas as required for inspection and evaluation of bearing conditions. All rock seams, voids, or fissures in the exposed areas shall be filled with crushed stone of suitable gradation.

Rock excavations in trenches for pipe shall be open cut unless otherwise shown in the Plans. Trenches shall be excavated to the depths shown in the Plans or as required to secure the specified minimum cover over the pipe. Rock shall be removed from around all pipe to provide bedding and compaction clearances indicated in the Plans and these Specifications.

10.0 BACKFILL FOR STRUCTURES

Lumber, rubbish, debris, braces, etc., shall be removed from all excavations prior to backfilling. Suitable backfill shall be free of topsoil and organics, reasonably dry (within limits necessary for compaction), and free of large stones or rocks. Backfilling shall not begin without prior approval of the Engineer. Backfill containing rock larger than three inches in any dimension shall not be used within three feet of structures. Backfill containing rock too large to be placed in eight inch lifts, shall not be used for backfill or embankments except upon approval of the Engineer. If materials excavated onsite are unsuitable at the time they are required for backfilling, or the quantity of material is insufficient, the Contractor shall provide suitable backfill materials.

Contractor shall, when necessary, provide adjustments to the natural moisture of soils before compacting. In general, backfill soils should be aerated or moisture conditioned to maintain the moisture content within two percent of the optimum moisture content. Backfill shall be placed in thin loose lifts and mechanically compacted to prevent settlement to a minimum of 95% standard proctor (ASTM D-698, latest revision) 100% compaction shall be required under structures or when shown on Drawings. For compacted material that does not pass required testing, the Contractor shall remove the fill or backfill to the last layer which passed compaction test.

The need for aeration and drying of some of the soils may be required before they can be placed and satisfactorily compacted. The Contractor will be required to have adequate equipment to manipulate and aerate soils with excessive moisture so that placement and compaction can be expedited. No direct or separate payment will be allowed for special handling of these soils.

The Contractor shall be responsible for maintenance of backfill. The Contractor shall promptly refill areas where settlement of backfill has occurred. Backfill shall be placed with the approval of the Engineer and only after all adjacent structures have gained sufficient strength to support the backfill loads.

11.0 BACKFILL FOR TRENCHES

Backfill for pipe trenches shall be as described in the Gravity Sewer Installation specification, Installation of Pressure Pipe specification, details in the Plans and as generally specified herein. Backfilling shall not begin without prior approval of the Engineer. Lumber, rubbish, debris, braces, etc. shall be removed from all trenches prior to backfilling. Suitable backfill shall be free of topsoil and organics, reasonably dry (within limits necessary for compaction), and free of large stones or rock. Backfill containing rock larger than one cubic foot shall not be used for backfill except upon approval of the Engineer. If materials excavated onsite are unsuitable at the time they are required for backfilling, or the quantity of suitable materials is insufficient, the Contractor shall provide backfill materials. Backfill shall be placed in thin loose lifts and mechanically compacted to prevent settlement to a minimum of 95 percent standard proctor (ASTM D-698, latest revision). Provide greater compaction where required elsewhere or called for by the Drawings.

The Contractor shall be responsible for maintenance of backfill. The Contractor shall promptly refill and restore areas where settlement of backfill has occurred. Backfill shall be placed with the approval of the Engineer and only after all adjacent structures have gained sufficient strength to support the backfill loads.

12.0 EMBANKMENT AND FILL WORK

Embankments and fills shall not be started without the concurrence of the Engineer. The material used in embankments and fills shall be free from frost, stumps, trees, roots, sod, muck, or debris of any kind. Only materials as specified herein shall be used. Fill and embankment material shall not be placed on frozen ground. Wet ground to be covered by fill shall be drained. If embankment or fill is to be placed on a surface which slopes more than 4:1, the surface shall be scarified and compacted to bond with the new material.

Compacted fills shall be constructed by depositing fill materials in successive, uniform layers of not more than eight inches in depth, loose measurement. Lifts shall be placed over the entire fill area keeping the surface of each layer parallel to the elevation of finished grade by use of blade graders. In close proximity to existing structures, leveling shall be accomplished by use of small spreaders, bulldozers, or hand methods. Each layer shall be rolled and compacted by tamping, rolling, or other suitable equipment depending upon character of material to the specified density before the succeeding layer is placed. The final layer shall be brought to elevation of finished compacted fill before topsoil is placed to conform to finished contours, cross sections or details shown on the Drawings.

Contractor shall, when necessary, provide adjustments to the natural moisture of soils before compacting. In general, backfill soils should be aerated or moisture conditioned to maintain the moisture content within two percent of the optimum moisture content. Backfill shall be placed in thin loose lifts and mechanically compacted to prevent settlement as follows: (1) areas beneath future slabs, sidewalks, structures, roads, pipelines, embankments etc. - minimum of 98% standard proctor (ASTM D-698, latest revision) (2) all areas denoted as "Spoil Areas" shall be compacted to 85% Standard Proctor Density minimum unless called to be higher elsewhere. Compacted material that does not pass required testing, the Contractor shall remove the fill or backfill to the last layer which passed compaction tests.

The need for aeration and drying of some of the soils may be required before they can be placed and satisfactorily compacted. The Contractor will be required to have adequate equipment to manipulate and aerate soils with excessive moisture so that placement

and compaction can be expedited. No direct or separate payment will be allowed for special handling of these soils.

Rock large enough to prevent fill work from proceeding in eight inch lifts shall not be placed in compacted fills in areas to be occupied by structures, bearing slabs, footings, roadways, walks, etc. Rock of permissible size deposited in such fills shall be dispersed and well separated in all directions by acceptable fill material.

All sampling and testing work shall be performed by an independent testing laboratory selected by the Owner. The cost of initial sampling and testing shall be borne by the Owner. Subsequent re-testing of any samples or locations failing the initial test shall be performed at the expense of the Contractor.

13.0 UNAUTHORIZED EXCAVATION AND BACKFILLING

Whenever unauthorized excavation is beyond the lines and grades established, the Contractor shall, at his own expense, refill with suitable material, tamped and settled, to ensure the stability of the structure. The area of overexcavation shall be replaced at the Contractor's expense with select material as described in the Undercut and Foundation Construction subsection. Unauthorized excavation beneath structures shall be refilled with concrete at the Contractor's expense, if this is necessary in the opinion of the Engineer to protect the structure.

14.0 SHORING

The Contractor shall provide all necessary sheeting, shoring and bracing when soil conditions, rock conditions, or the Plans require them. Damage to existing and/or proposed structures, pipelines, utilities, etc., due to water, earth pressures, or other causes shall be repaired or replaced promptly by the Contractor at his own expense.

The Contractor is reminded that all excavation for structures, trench excavation, rock excavation and sheeting, and shoring shall be prosecuted in accordance with the protective guidelines and requirements of OSHA "Safety and Health Regulations for Construction," as set forth in the Federal Register, latest revision, and that the employment of all protective measures is at the Contractor's expense. Sheeting, shoring, bracing and sloping are methods of accomplishing the work, and such methods may vary according to the Contractor's methods of dewatering, excavating, and installing the work. All such methods of accomplishing the work are the sole responsibility of the Contractor, in accordance with the OSHA guidelines.

Should the plans or specifications require the Contractor to submit a shoring plan or equivalent, it will not be reviewed by the Engineer. Submittal of such documents is solely for record purposes that the plan was prepared by others. The Contractor is solely responsible for the safety of all shoring and excavation.

15.0 UNDERCUT AND FOUNDATION CONSTRUCTION (SELECT MATERIAL)

Where the Engineer required the earth to be undercut to a depth below the bottom of the crushed stone cushion immediately beneath structures, the undercut material shall be replaced by a foundation constructed from select material. This material will consist of (1) previously excavated earth that was selected by the Engineer and stored separately by the Contractor until used for foundation construction, and/or (2) select materials imported from off

site. The Engineer shall select which of these materials will be utilized. The select material shall be adjusted, if necessary, by the Contractor to achieve a moisture content within -2 to -3 percentage points of the optimum moisture content determined from compaction tests. The foundation material shall be placed in six inch or less lifts which each lift compacted to a minimum of 100 percent or as shown on Drawings of its maximum dry density as determined by ASTM D698 (Standard Proctor). The foundation will be constructed up to the elevation of the crushed stone cushion beneath the structure.

16.0 REMOVAL OF WATER

The Contractor shall, at all times during construction, provide and maintain ample means and devices with which to promptly remove and properly dispose of all water entering the excavation or other parts of the work. The Contractor shall keep excavations and work dry until the structures or facilities to be constructed are completed and the Engineers are in agreement with the Contractor to discontinue dewatering operations. No claims for an amount of money in excess of the bid prices for the work will be entertained or allowed on account of the character of the ground in which the trench or other excavations are made, dewatering requirements or water management.

The Contractor shall complete all dewatering operations and dispose of the water from the work in a manner that will not cause damage to adjacent properties or environment, nor restrict access to any new or existing facilities. No water shall be drained into work under construction.

17.0 DISPOSAL OF EXCESS MATERIALS

The Contractor shall, unless required otherwise by the Plans, Specifications, and/or the Engineer, remove from the construction site all materials and debris resulting from the construction operations, and all material unsuitable for use as backfill or for use in restoration of the surface of the construction.

The Contractor shall make all necessary arrangements for disposal of the materials and debris described hereinabove. It shall be the Contractor's responsibility to fully satisfy the requirements of the landowners whose property he has used as disposal sites for materials and debris removed from the project site. Should such properties or disposal locations be adjacent to the project site and not of remote location, the surfaces of such adjacent lands shall be restored in accordance with the provisions of these Specifications as well as in accordance with requirements of the owner of such adjacent lands.

The provisions of these Specifications may be waived in the event that the Contractor should elect to dispose of materials and debris removed from the project site at a landfill meeting the requirements of the Alabama Department of Environmental Management and/or the local Authority having jurisdiction. In such case, it shall be the responsibility of the Contractor to dispose of the materials at the landfill in accordance with the Rules and Regulations established by the Authorities and/or Agencies mentioned hereinabove for operation of the landfill.

18.0 EXPLOSIVES

It shall be the sole responsibility of the Contractor to observe all laws, regulations, ordinances, etc., relating to explosives, including but not limited to all Federal, OSHA, State, and Local. The Contractor's attention is further directed to the General Specifications sections relating to safety, explosives, and the Contractor's responsibilities. Heavy blasting in rock which is to form a foundation shall not be permitted.

The Contractor shall ensure all persons supervising, participating, observing, or near the area of blasting operations are informed of proper procedures and properly trained. Contractor's responsible personnel shall be present and supervise all blast design, loading, and shot firing. The Contractor shall be solely responsible for following all laws, regulations, local ordinances, etc., pertaining to blasting. If more stringent than specified, these requirements shall become the minimum standards. The Contractor shall be solely responsible for all damages to properties or persons resulting from his blasting operations.

The Contractor shall be solely responsible for all safety associated with blasting. This responsibility of the Contractor shall also include but not be limited to, all work by subcontractors, suppliers, agents, and employees, etc.

19.0 PAYMENT

The costs of all necessary, Sitework, Excavation, and Earthwork shall be included in the appropriate lump sum and/or unit prices set forth in the Items of Work - Bid Schedule.

When any individual tasks of Sitework, Earth Excavation, and/or Earthwork are listed separately in the Items of Work - Bid Schedule, they shall be bid, defined and paid as outlined below and/or described in the Basis of Payment. The Basis of Payment and plans will prevail over any discrepancies herein. All other required Sitework, Excavation, and Earthwork not listed as separate bid items shall be included in the remaining lump sum and/or unit prices set forth in the Items of Work - Bid Schedule. No payments for double hauling or handling will be made.

Unless rock excavation is clearly and specifically listed as a separate pay item in the Items of Work - Bid Schedule, it shall be considered as unclassified excavation and included in the cost of other work items. No additional payment shall be made.

Earth Excavation

When earth excavation is to be paid for on the basis of unit price bid, the limits of pay excavation shall be as follows:

Structures - Established by unit price (per cubic yard) measured having vertical sides extending one foot beyond the outside of the structure's footings with depths measured from the surface of natural grade following clearing and grubbing to the grade lines as established by elevations shown on the Drawings for underside of structures, stone cushions, foundations, footings, bearing slabs, etc. No payments will be made for earth excavations beyond these limits unless authorized by the Engineer.

Trenches - Earth excavation in trenches shall be included in the price bid on pipe, manholes, inlets or headwalls, etc. or included in other prices if the "Bid

Schedule - Items of Work” form does not contain specific unit prices for the same.

Others - Established by unit price (per cubic yard) measured by survey cross-section methods (following clearing and grubbing if necessary). All measurements for payment of excavation will be based on the said cross-sections or original grades regardless of any subsequent changes occurring during the work.

These same limits shall apply for estimating all earth excavation quantities whether included in the original Contract Documents or negotiated as additional work. They shall also apply for estimating quantities for Undercut and Foundation Construction when it appears as a separate bid item(s) in the Items of Work - Bid Schedule.

Rock Excavation

When rock excavations are to be paid for on the basis of unit price bid, actual rock measurements shall be made and the limits of pay excavation shall be as follows:

Structures - Established by unit price (per cubic yard) measured having vertical sides extending one foot beyond the outside of the structure’s footings with depths measured from the top surfaces of the uncovered rock to the bottom of the rock or grade lines as established by elevations shown on the Drawings for underside of structures, stone cushions, foundations, footings, bearing slabs, etc., as applicable. No payments will be made for rock excavations beyond these limits.

Trenches - Established by unit price (per cubic yard) calculated as follows; per linear foot of pipe installed, measured with a width of the pipe outside diameter plus 12 inches each side of pipe (i.e. pipe outside diameter plus 24 inches), and depths measured from the top of the uncovered rock to the bottom of the rock if above pipe or minimum required bedding depth of 6 inches or as required by the engineer or drawings as applicable. No payments will be made for rock excavations beyond these limits. Trench section not less than 50 feet shall be stripped for measurement.

Others - Established by unit price (per cubic yard) measured by survey cross-section methods. Contractor shall be responsible for uncovering areas of rock for survey. All measurements for payment of excavation will be based on the said cross-sections regardless of any subsequent changes occurring during the work.

Unit prices bid shall include, but not limited to, drilling, blasting, removal and disposal. There shall be no extra payments for removal of rock with no overburden or “high rock”. These same limits shall apply for estimating all rock excavation quantities whether included in the original Contract Documents or negotiated as additional work. When unusual conditions are discovered during excavation, typically indicated by the presence of seams, fissures or voids, additional excavations will be required in order that proper inspection of the foundation conditions may be made.

Undercut and Foundation Construction

Foundation Construction will be measured from the final surface required by the Engineer up to the crushed stone cushion below the footing of the structure. The measurement will extend to 1.0 foot outside the footing. Where a “Foundation Construction from Select Material” bid item is included in the Bid Schedule - Items of Work, the Contractor shall include all cost of the work described in this section in that item. Where no separate bid item is included, the cost of this work shall be included elsewhere in this bid.

20.0 GENERAL

The Contractor shall be solely and fully responsible for safety associated with blasting, excavation, and all other aspects of the construction. This responsibility of the Contractor shall also include but not be limited to, all work by Contractor, subcontractors, suppliers, agents, and employees, etc.

**STANDARD SPECIFICATION
FOR
CONCRETE**

SECTION 2

1.0 DESCRIPTION

Concrete shall be comprised of cement, fine aggregates, coarse aggregate, and water, and shall be so proportioned and mixed as to produce a plastic, workable mixture. The relative stiffness of the mix may be varied within the limits hereinafter specified so as to secure the mix most suitable for the particular location and/or condition of placement. Concrete shall be Class "A" or Class "B" as defined below and required under Composition:

(a) Class "A". All reinforced concrete shall be Class "A". If the structure is to contain liquid, the concrete shall be watertight.

(b) Class "B". Concrete not requiring reinforcing. In general, the use of Class "B" concrete shall be limited to plain underground, unreinforced concrete for pipe bracing, skin coats, and concrete fill.

2.0 COMPOSITION

Concrete shall be "ready mixed" apportioned by the approved design mix. Concrete shall contain not less than 6-1/2 bags of approved cement per cubic yard. The slump shall indicate "the mix" is workable and not be less than 3-1/2 inches nor greater than 5. The Engineer may require additives to provide a workable mix. Concrete shall be inspected by a laboratory designated by the Engineer who will test the mix and make test cylinders. Method of measuring the materials shall be approved by the Engineer.

3.0 MATERIALS

(a) Cement. Cement used shall be Portland Cement of an approved brand. The cement shall meet Type II requirements. The Engineer shall designate a retarder, if required. Certificate of test showing the cement meets the Standard Specification of A.S.T.M. Designation C-150 with latest revisions will be required. In order to ensure uniformity of color and appearance, the same brand of cement shall be used in the mixes for all concrete on the project. Portland Cement shall be of color acceptable to the Engineer.

(b) Fine Aggregates. Fine aggregates used shall be clean, sharp and conform to the Standard Specification of A.S.T.M. Designation C-33. No screening or crushed slag will be permitted as substitute for sand in concrete or mortar work. Fine aggregate shall be graded to the following limits:

Passing 3/8" Sieve	100%
Passing #4	95 to 100%
Passing #6	45 to 80%

Passing #50	10 to 30%
Passing #100	2 to 10%

(c) Coarse Aggregates. Coarse aggregate shall consist of either crushed stone, or gravel, and the aggregate shall be clean, hard, durable, and free from foreign matter. The aggregate shall conform to the Standard Specification A.S.T.M. Designation C-33. Coarse aggregate shall be graded as indicated below. The design mix shall set the gradations of the coarse aggregate for the particular project. Unless stated differently, the gradation shall be 1-inch maximum except where smaller gradation may be needed, such as in beams with congested steel.

Percentages Passing Square Openings

Designated Size	2-1/2 Inch	2 Inch	1-1/2 Inch	1 Inch
2" to #4	100	95 to 100	---	35 to 70
1-1/2" to #4	---	100	95 to 100	---
1" to #4	---	---	100	90 to 100
3/4" to #4	---	---	---	100
1/2" to #4	---	---	---	---

Designated Size	3/4 Inch	1/2 Inch	3/8 Inch	#4
2" to #4	---	10 to 30	---	0 to 5
1-1/2" to #3	35 to 70	---	10 to 30	0 to 5
1" to #4	---	25 to 60	---	0 to 10
3/4" to #4	90 to 100	---	20 to 25	0 to 10
1/2" to #4	100	90 to 100	---	0 to 15

(d) Water. Water used shall be clean, potable and free from harmful amounts of acids, alkalies or organic materials. No water shall be added at the job site unless approved by the Engineer.

4.0 AIR ENTRAINED CONCRETE

Concrete used shall be air entrained. When required or directed by the Engineer, concrete shall contain an admixture for controlling the setting rate. The addition of air will be by approved admixtures or by approved Portland Cement containing admixture, conforming to A.S.T.M. C-260 or latest revision. Testing shall be in accordance with A.S.T.M. Standards.

In general, the air content shall conform to the following except when changed by the Engineer or the Testing Laboratory responsible for the design mix and plant inspection.

<u>Coarse Aggregate in Inches</u>	<u>Air Content Percent by Volume</u>
1-1/2, 2 or 2-1/2	5% +/- 1%
3/4 or 1	6% +/- 1%
3/8 or 1/2	7-1/2% +/- 1%

If the air content is not satisfactory, the Contractor may be required to remove and replace the concrete without extra compensation or the concrete may be refused to be poured. Concrete refused at the site cannot be used and must be permanently removed from the job site.

5.0 MIXING AND PLACING

Ready mixed concrete shall be in accordance with ASTM Specification C-94. Concrete will be conveyed to the place of deposit by methods which prevent the separation of materials. Concreting shall be carried on as a continuous operation until a section is completed. No dry to set joints will be allowed.

Concrete will be compacted during placing and shall be thoroughly worked around reinforcement, embedded fixtures, and into the corners of the forms. The number and types of the tools or equipment utilized in the compaction process shall be such that compaction can keep pace with the pouring and that compaction can be completed while the concrete is still fresh and plastic. Before beginning any pour, the Contractor shall have on hand and readily available at the location of the pour, spare tools and equipment, in good working condition that can be immediately utilized in case of the malfunction of any tools or equipment being used. Mechanical vibrators will be required with backup vibrators onsite.

Before placing concrete, debris, ice, frost, and water shall be removed from the reinforcement and forms. Forms shall be thoroughly wetted immediately prior to placing concrete, except when freezing. Concrete shall not be poured when the temperature is below 40°F or 45°F and falling unless measures and facilities for protection of the concrete have been provided. Such measures and facilities shall be subject to concurrence of the Engineer and may include insulation of the poured structure, protective covers, and heat source capable of maintaining temperature of the poured structure (forms and rebar) at 50°F or above. Concrete, at the time when deposited in forms or slabs when protection is required, shall not have a temperature lower than 65°F. At no time shall concrete reach a temperature lower than 50°F. The maximum temperature of concrete, at any time during its production, transportation, and placement, shall not exceed 90°F. During cold weather the finished concrete shall be protected for an adequate length of time following the pouring by maintaining the temperature at a level not lower than 50°F.

After concrete has been placed, it shall be protected against loss of moisture and against damage from succeeding construction operations. Water curing methods shall be employed for all concrete unless other methods are specified herein, shown on the drawings, or concurred with in writing by the Engineer. Water used for curing shall be potable water meeting the requirement of ASTM C 94 with no properties that would stain concrete. Concrete curing methods shall be in accordance with ACI 308. Curing shall be achieved through immersion, ponding, or continuous sprinkling through soaker hoses or lawn sprinklers as required by the type of structure. Concrete surfaces shall be kept continuously wet throughout the curing period. Alternate wetting and drying of concrete surfaces shall not be allowed. Curing shall be continuous for a minimum of 7 days.

Concrete poured in beams, columns, and walls shall be kept wet by continuously sprinkling concrete with water until forms have been removed. After forms have been removed, concrete shall be wetted continuously by one of the above methods for a minimum of 7 additional days. Additional water curing time may be required by the Engineer when environmental conditions are adverse or when daytime temperatures exceed 95°.

Concrete for slabs and footings shall be kept continuously wet through sprinkling, ponding, or immersion for a minimum of 7 days. Additional water curing time may be required by the Engineer when environmental conditions are adverse or when daytime temperatures exceed 95°.

In locations where concrete surfaces are specified to be rubbed, concrete shall be kept wet by continuous sprinkling until rubbing has been completed and then shall be covered after rubbing has been completed. Covering shall be by the application of polyethylene sheeting. In addition to walls and other surfaces to be rubbed, the above shall also apply to exposed beams and columns.

Liquid membrane-forming curing compounds may be used in some cases after completion of the above-stated periods of wet curing, if concurred with in writing by the Engineer. Curing compounds are not permitted on surfaces receiving surface treatments or coatings or on any surface in contact with potable water treatment structures. Curing compounds shall conform to the requirements of ASTM C309, Type 2. The compound should be applied at a uniform rate as specifically recommended by the manufacturer. The method of application shall be as recommended by the manufacturer. Application of the curing compound shall follow the recommendations of the manufacturer and ACI 308. The use of curing compounds, if allowed, shall not be a substitute for the wet curing described above.

Liquid “Cure and Seal” compounds shall be used on all floor slabs in operations buildings, pump rooms, chemical rooms, maintenance buildings, filter galleries (both upstairs and downstairs), electrical buildings or rooms, valve rooms, control rooms, laboratories, offices, and other buildings, except such compounds shall not be used on slabs or portions of slabs that will receive carpet, tile, or other type of surface treatment. All slabs, whether receiving the “Cure and Seal” or not, shall be water cured. Apply compounds in accordance with manufactures recommendations and ACI 308. “Cure and Seal” compounds shall be Diamond Clear VOX by Euclid Chemical Company, or equal.

When placing concrete in walls, the concrete shall be deposited in tremies or by other approved methods to prevent segregation and the accumulation of hardened concrete on the reinforcement above the level of the concrete. The lower end of the tremie or spout shall be not more than six feet above the surface of the concrete.

All concrete shall be placed in continuous horizontal layers of such depth that no dry to set (cold) joints are formed, however not more than 30 minutes shall elapse between placing of successive layers. The depth of any layer shall not exceed two feet.

The concrete mix shall be so placed (without segregation) and compacted (without excessive vibration) that there will be no water on the surface of the finished layer or on the surface of the finished pour. Should water appear on the surface of any layer the pour shall be stopped, the water shall be removed, and the pour shall not be continued until corrective measures satisfactory to the Engineer are employed.

5.1 MIXING AND PLACING – SIDEWALKS, DRIVEWAYS AND PATHWAYS

For sidewalks, driveways and other miscellaneous pathways, concrete mix design and placement will conform to ALDOT Standard Specifications 501 and 618. Drawings may contain special requirements, for reinforcements, finishes, etc.

6.0 TEST

Certification of mill test from the manufacturer of cement and steel will be required. The Contractor shall submit a representative sample of aggregate to a laboratory approved by the Engineer for a design mix as follows:

100 Pounds Fine Aggregate
150 Pounds Course Aggregate
50 Pounds of Cement
3 Ounces of Additive

All concrete shall be designed to test a minimum of 4000 psi in 28 days, and shall break at or above 4000 psi in 28 days, but in no case will a mix of less than 6½ bags of cement be acceptable regardless of test break results. Cylinder testing as required by A.S.T.M. C-39 will be used for testing and be at the expense of the Owner. All concrete placed on the project, unless specifically otherwise noted, shall have all the cylinders represented by the pour break at a 28-day minimum strength of 4,000 psi in order for the pours to be considered acceptable. Provide higher strength concrete or grout where required by specifications or plans or by equipment manufacturers.

The specimens (cylinders) shall be carefully prepared, stored, and protected at the project site in a manner satisfactory to the Engineer until they are ready for transportation to the Testing Laboratory. The cylinders shall be stored on a level bed in a moist environment, and shall be protected against movement, surface water, ground water, rainfall, and cold weather. The furnishing of slump cones, screeds (knife edges), and containers for the specimens shall be the responsibility of the Contractor.

7.0 WATERTIGHT CONCRETE AND TESTING

Basins, tanks, or any structure built to contain liquid shall be watertight. As soon as possible, the Contractor shall fill structure with water and if leakage should develop, the contractor shall correct leakage in a manner acceptable to the Engineer. Duration of leakage test shall be not less than 72 hours with no leakage allowed for this period for approval. The tests shall be repeated until leakage has been stopped with the work not being accepted by the Engineer until it is watertight. Before testing watertight structures, the structure roof or other bracing shall first be poured and cured and all concrete must achieve its full strength. No backfill shall be added until structure has been accepted as watertight.

Minor concrete repairs for leaking walls shall be fixed by means to stop all leakage. Major concrete cracks in walls shall be repaired by flexible pressure injected sealant or material by a specialty contractor such as Barton Southern Company who has experience in such repairs. All exposed concrete shall be re-rubbed and finished such that the entire wall has a uniform pleasing appearance.

8.0 REINFORCING STEEL

Reinforcing steel used shall be Billet Steel, Grade 60. Steel shall comply with the latest revisions for the following:

<u>Type</u>	<u>ASTM Designation</u>
Billet Steel Bars	A-615, Grade 60
Welded Steel Wire Fabric	A-185, Grade 65
Dowels Across Expansion Joints	A-675, Grade 80

Reinforcing shall be properly bent and free from rust, mill scale, and other foreign substance. Reinforcing bars should not be bent or straightened in a manner that will injure the materials. Bars with kinks or improper bends should not be used. Bars shall not be bent in the field except for realignment of #7 through #18 rebar up to about a 30° bend and #3 through #6 rebar up to about a 45° bend. No bars partially embedded in concrete shall be field bent. Exposed reinforcement bars for future extensions shall be protected from corrosion and concrete splatter.

Reinforcing shall be in accordance with the Plans and approved Shop Drawings. The Contractor shall furnish reinforcing bar details and marking or erection diagrams to the Engineer for review. These shall be on the same size drawings as the Engineers' Plans, and shall be clear and legible. Any splicing, other than that shown in the Plans or Shop Drawings, shall be approved by the Engineer.

When it is necessary to splice reinforcement at points other than shown on the Drawings, the character and location of the splices shall be detailed through the submittal process for review by the Engineer. In such places the bars shall be placed in contact and securely wired. Wherever possible splices in adjacent bars shall be staggered. Lengths of splices or laps shall be a minimum 30 bar diameters unless indicated otherwise in the Drawings. In no case shall length of lap be less than that required by ACI 318 or the CRSI *Manual of Standard Practice*, latest edition.

Mechanical connections should be installed in accordance with the manufacturers' recommendations. A full mechanical connection is one in which the bars are connected to develop in tension or compression at least 125 percent of the specified yield strength of the bar. For welded splice, when required, the bars shall be butted and welded to develop in tension at least 125 percent of the specified yield strength of the bar. Welding shall conform to the current edition of "Structural Welding Code - Reinforcing Steel" (ANSI/AWS D1.4).

The clear distance between parallel reinforcing bars in a layer should not be less than the nominal diameter of the bars, 1 inch or 1-1/3 times the nominal maximum size of the coarse aggregate, whichever is greatest. Where parallel reinforcement is placed in two or more layers, the bars in the upper layers should be placed directly above those in the bottom layer with the clear distance between layers not less than one inch. All reinforcements shall be protected by a thickness of concrete as follows:

- A. For concrete deposited against the ground without the use of forms, the steel shall have 3 inches cover, except a 4 inch slab shall have 2 inches of cover.
- B. For concrete exposed to the weather or to the ground or to water or to the inside of wet wells, clearwells, etc., with the use of forms, the concrete cover over the steel shall be 2 inches.
- C. For slabs and walls not exposed to the ground or to the weather or to the ground or to water or to the inside of wet wells, clearwells, etc., the steel concrete cover shall not be less than 3/4 inch for #11 bars and

smaller or 1-1/2 inch for #14 and #18 bars. Underside of slabs exposed to sewer and other harsh affects shall have 1 inch of cover for 6 inch slabs and 1-1/2 inches for 8 inch and greater slabs.

- D. For beams, girders, and columns not exposed to the ground or to the weather, the steel concrete cover shall not be less than 1-1/2 inches.

The steel supplier shall provide bent spacers of #3 bars. Provide larger bars where needed for proper support. The Contractor shall coordinate the dimension and details, etc., with the method in which the rebars will be arranged and supported to insure proper clearance. These spacers shall be used in walls and slabs to ensure that the steel from the concrete surfaces has proper clearance as outlined above. Reinforcing shall be maintained at the required clearance from the forms during the pouring and hardening of the concrete. Chairs shall be used to maintain clearance on slabs. Concrete supports poured on jobsite may be acceptable for slabs poured against ground if the proposed method of producing and utilizing the supports is acceptable to the Owner. The use of stakes, stones, or brick to support reinforcing shall not be acceptable. Except as modified herein, or in the Plans, bar supports and spacing of same shall be per recommendations set forth in the *CRSI Manual of Standard Practice*, latest edition. Steel wire bar supports in concrete areas where soffits, slabs, or ceilings are exposed to view or are painted shall be Class 1 or Class 2, Types A or B; Class 3 shall be acceptable in other areas.

Pre-tying of steel mats shall generally not be allowed. Where allowed, it shall be the responsibility solely of the contractor to coordinate all openings through the steel and all other details. Vertical and horizontal bars of pre-tied mats shall align exactly with adjoining steel and dowels, etc. If extra bars must be cut for openings through mats due to the pre-tie operation, the Contract shall field install full length bars to replace those extra bars cut. This shall be in addition to all other bars required by other details.

9.0 FORM WORK

The Contractor shall furnish, maintain, erect, and remove all forms, molds, centers, and bulkheads, templates or profiles, and shall furnish and maintain all screeds and bonding grooves, keyway materials or other forms necessary for construction of the concrete included in this Contract. Except as hereinafter specified otherwise, forms shall be of wood or metal, and of type and condition as approved by the Engineer. Only joints indicated in the Plans or approved in the Submittals will be permitted.

The Contractor shall be responsible for the design, erection, bracing, sealing, and finishing of the form work in such a manner as to contain and support the concrete during placement. All form work is to be well built, substantially unyielding, tight, properly spaced, set true to line and elevation, properly braced, and anchored. Forms shall be held by means of wall clamp ties. Wire ties will not be permitted. No tie shall be used which are removable and leaves a hole through the concrete section, or which leaves metal within one inch of the surface of the concrete. Form ties shall be equipped with integral waterstops.

Bevel strips shall be placed at all corners of walls, at all points where angles occur in walls and at all tops (both edges) of exposed walls. All such corners, angles, or intersections exposed to view shall be chamfered.

The inside contact surfaces of forms shall be coated with non-staining mineral oil before being set in place. For potable water structures, oils shall be approved for use in potable water applications. Oil shall not be allowed to contact reinforcing steel or surfaces to

which the concrete is to be bonded. Contact surfaces of forms shall have tight, flush, watertight joints, packed and taped where required so as to prevent loss of water or paste. Bottom edges of forms shall be set true and tight against footings or other receiving concrete surfaces, and shall be sealed to prevent loss of water or paste. Forms shall be wet before pouring concrete.

Temporary openings shall be provided at the base of wall forms, beam forms, and column forms to facilitate cleaning. All forms shall be thoroughly cleaned and washed immediately before beginning a pour, and all temporary openings shall be closed. In case of wall pours starting at the base slab or other levels below ground affected by the water tables, the Contractor shall provide pump sumps and pumps to completely remove all wash down water and any water containing silt or debris.

When forms have been erected for some time prior to a pour or have been exposed to changes in weather, the Contractor shall recheck all forms immediately before the pour, and shall make any adjustments necessary to bring the contact surfaces to true horizontal, vertical, or circular lines.

The Contractor shall provide special forms where required for openings in walls and floors for the installation of pipes, gates, flanges, and similar items. Where pipes are already in place, all pipe openings shall be securely blocked or bulkheaded to prevent entrance of concrete, paste, or laitance into the pipes. Where gates, such as flat frame sluice gates or other flat frame gates are to be installed, the wall plate in the area to be occupied by the gate shall be true and even, both horizontally and vertically in order that the gate may be installed watertight and not be warped by uneven drawdown on the gate anchor bolts.

10.0 REMOVAL OF FORMS

The removal of forms shall not be started until the concrete has attained sufficient strength to withstand any live loads that may be imposed by succeeding steps in the construction process. The length of time required between placement of concrete and removal of forms may vary with weather conditions, loading conditions, and particular construction activity in the vicinity of the recently poured concrete elements. In no case, however, shall forms be removed earlier than the following unless the concurrence of the Engineer is first secured.

Beams and Elevated Slabs	14 - 21 Days
Footings and Slabs	1 - 7 Days
Columns and Walls	3 - 7 Days

11.0 FINISHING

All concrete surfaces shall be finished to the elevation shown on the Drawings. Where surfaces of concrete pours are specified and/or indicated to have final finish other than the monolithic concrete, the monolithic pour shall be terminated at such level below the final finish elevation as is correct or suitable for the particular final finish. Those surfaces over which grout is to be placed for setting or grouting-in of machinery, equipment, bed plate, foot plates, bearing plates, etc., shall be "green-cut" and cleaned prior to the placement of grout. Surfaces specified to receive special finishes shall be prepared as hereinafter specified, or required by the Plans.

Where surfaces to be finished are covered by forms, the forms shall be removed as soon as possible (following specified minimums) to permit finishing work. Immediately

following removal of forms all imperfections in the surfaces of the concrete (such as form marks, projections, fins, rough areas, honeycombed areas, pits, mismatched joint marks, tie holes, etc.) shall be corrected by use of cutting tools, grinding tools, patching, plugging, and rubbing. Plastering shall not be permitted. Form tie holes and form bolt holes shall be immediately plugged. Where form ties or form bolts are left in the concrete, such accessories shall be equipped with integral waterstops, and the ends of such accessories shall not be closer than one inch to the surface of the concrete. The holes left in each face shall then be primed with a tack coat of grout mixed with an approved accelerator, a stiff mix of mortar with an approved accelerator tamped in the holes, and the surfaces finished flush with the concrete surfaces.

All interior and exterior concrete surfaces of walls, columns, beams, ceilings, etc., permanently exposed to view above ground, in galleries, rooms, tanks, basins, etc. (from 1'-0" below grade or the low water line upward), structures covered with grating shall have the walls rubbed to 1' below the minimum water level, and the ceiling of structures where the walls require rubbing, shall be rubbed while "green" with a carborundum stone to a smooth, consistent, and uniform even surface showing no marks, joints, pits, pockets, or form grain. All imperfections shall be corrected immediately after removal of forms. Rubbing of surfaces shall begin after imperfections have been corrected and shall be completed within five days after the removal of forms from such surfaces. All rubbing will leave concrete uniform, consistent, and pleasing appearance. If concrete is stained, etc., from subsequent operations such as repair or leaks, the entire area will be rerubbed to accomplish satisfactory results.

All interior floors shall be given a "steel trowel", monolithic cement top finish unless otherwise shown in the Plans or specified. Enough cement finishers shall be employed to complete the finishing work before the cement has taken its initial set. Where such floors are shown to be equipped with floor drains, the surfaces of the floors shall slope evenly to the floor drains. No water shall stand on the finished floors. Floors finished before completion of the work shall be protected from damage by boards, sisal kraft building paper, or other adequate means.

Floors of basins, except those where final grout finish is specified to be swept in by the operating mechanism, shall be screeded to a reasonably smooth and uniform finish with even slopes as indicated on the Drawings. The screeding work shall continue until sufficient paste is brought up to secure a uniform cement/sand (grout) appearance, free from any exposed aggregate. Grout shall be added if necessary to secure the desired appearance. Where floors of basins are indicated to be sloped to floor drains, no standing water shall remain. Floors shall be uniformly sloped as indicated on the Drawings.

Surface of exterior concrete walkways, suspended slabs, and other exterior concrete surfaces subject to foot-traffic, shall be wood float finished and then lightly crossed-broomed. Where these surfaces are indicated to be sloped for drainage, no standing water shall remain.

The Contractor shall construct all curbs, bases, and foundations required for setting equipment called for in these Specifications or shown on the Drawings. Curbs, bases, and foundation pads shown on the Drawings are for equipment of a particular manufacturer. Should equipment of other manufacturers be furnished, the Contractor shall prepare drawings showing details of curbs, bases, and foundation pads to receive the equipment furnished. These drawings shall be submitted to the Engineer for review. No extra compensation will be allowed by reason of such changes in design of such concrete items.

The treads of all concrete steps and stairs shall be finished by trowel with 3/4 inch thickness, non-slip concrete, applied as dry as practicable at the time that steps are

poured, and as an integral part of same. The aggregate for this concrete finish shall contain 33-1/3 percent abrasive aggregate (3/32 inch maximum size) manufactured by the compression and vibration process and 66-2/3 percent crushed stone (3/8 inch maximum size). This top finish shall cover the entire tread back of the non-skid nosing elsewhere specified, and shall be troweled to a smooth, even, level surface. Proportions: 2 cement, 1 sand, 3 aggregate by volume.

12.0 CONSTRUCTION JOINTS, EXPANSION JOINTS, AND WATERSTOPS

Construction joints, expansion joints, waterstops, and joint seals shall be provided at locations indicated or approved in advance by the Engineer. Changes shall be subject to the Engineer's approval. Before concrete is placed against previously poured concrete, the contact surfaces shall be cleaned until completely free of laitance, dirt, and debris. Contact surfaces shall be kept continuously moist between successive pours of concrete and shall be thoroughly wetted immediately before placement of fresh concrete.

Waterstops shall be placed at concrete joints in all structures built to contain water. Waterstops shall be PVC material, dumbbell configuration, 9 inches wide and not less than 3/8-inch thick, ribbed pattern unless shown otherwise in the drawings. Splices of waterstops will be by vulcanizing. All watertight joints, whether waterstop is required or not, will be sealed on the inside face by approved sealants similar and equal to these products: Duoflex by the Sika Corporation or SynthacalkGC2+ by Pecora Corporation or equal. The joint shall be prepared (e.g., chamfered, grooved, primed, etc.) in accordance with the sealant manufacturer's recommendations. No nail or wires holes or any type of penetration will be allowed in waterstops.

All expansion joints shall be sealed with backer-rod, primer, and polyurethane sealant. In the case of slabs on grade, the complete sealing process shall be applied only to top surface of joint; in the case of vertical walls the complete sealing process shall apply to joints on both faces of the wall and joints over tops of walls; and in the case of elevated slabs and beams, the complete sealing process shall apply to joints on top surfaces, on edges, and on all exposed undersides. Backer-rod shall be of premium grade polyethylene foam or Rescor type filler material, unless specifically shown otherwise in the drawings. Primer shall be an underwater type primer suitable for the surface conditions to which the joint will be subjected. Primer will be allowed to dry thoroughly if required by the manufacturer's instructions prior to application of sealants.

All PVC waterstop shipped to the project shall be new and shall not have had a shelf-life (storage after date of manufacture) of greater than eight months. All PVC waterstop received on the job shall be used (closed in concrete on both sides of a joint) within eight months after date of manufacture. The waterstop shall be stored at the job site in an indoor location and shall be protected against direct sunlight. After the waterstop is set in a concrete pour the exposed half of the waterstop shall be protected against damage resulting from the construction operations and against sunlight. The Contractor shall so schedule his pours that the joint material (waterstop) will be completely enclosed in concrete within eight months after date of manufacture.

Expansion joints for sidewalk or paving slabs abutting structures, for floor slabs meeting columns where columns pass through floor and for concrete aprons meeting ground floor slabs shall, unless indicated otherwise in the Plans, be filled with material meeting the requirements of ASTM Specification D 1751-73 and shall consist of preformed strips of cellular fibers saturated with asphalt.

13.0 GROUT AND CONCRETE ANCHORS

Grout to be swept in as topping for floors of structures equipped with collecting equipment shall be a cement/sand mix in proportion 1:3 and having slump not exceeding 6 inches. Slump may vary according to practice of the representative of the particular equipment manufacturer. Construction grout used for closing in box-outs, filling holes in concrete, patching walls and similar applications shall be non-shrink, expanding type, and shall have a compressive strength of not less than 4500 psi. Machinery grout shall be used for setting all plates, pumps, compressors, engines, generators, and other machinery and equipment. It shall be non-shrink type, and shall have high flow at low water content, high density, and compressive strength not less than 7500 psi. All concrete anchors shall be stainless steel.

All anchors not placed in concrete before a pour will be chemically anchored or mechanically anchored in cured concrete and withstand 15,000-pound pull. The chemical adhesive anchors shall be C6+ By ITW/Red Head or equal. Mechanical anchors shall be Ramset or equal. Chemical anchors must be utilized when the anchored equipment is subject to vibration or if the anchor is subject to moisture.

14.0 FLOTATION

The Contractor shall prevent the flotation of concrete structures during construction.

15.0 FERRULES, OPENINGS, AND RECESSES IN CONCRETE

Suitable alloy-steel sleeves or wall pipe assemblies shall be set in concrete for all small piping of every kind where such piping passes through concrete walls or floors. Such sleeves or ferrules shall be set with reference to their position in the final finish. Where it is found impossible to exactly locate the position of small pipes, openings of sufficient size shall be left in the concrete to allow the necessary latitude for later locating the sleeves and pipes, and after insertion of sleeves and pipes, the holes shall be properly filled with concrete. Annular spaces between sleeves and piping in exterior walls shall be caulked with Link-Seal (or equal) assemblies.

16.0 SETTING FITTINGS, FLANGES, ANCHOR BOLTS, EQUIPMENT ETC.

Where necessary to set flanges for gates or valves, pipes, manhole frames or castings, sleeves, pipe hanger rod inserts, frames, etc., in concrete walls, floors or slabs, particular care shall be taken by the Contractor to insure that all these fittings etc. are properly set in forms, level, plumb, lined up, and properly oriented, etc., the Contractor shall use submittals and other Contractors' or special drawings. The Contractor shall set all anchors, bolts, or other steel work in the concrete forms for motors, or other machinery or equipment in accordance with installation drawings by the supplier of the equipment, or as indicated by the Engineer. Paint all aluminum such as gates, handrails, conduit where placed against concrete or dissimilar metals with approved coating for intended service to protect from corrosion.

A watertight installation shall be secured where piping passes through tank or basin walls. Wall sleeves, wall pieces, and pipe to be placed in concrete walls shall first have tar coating on outside of the pipe or fitting burned off before the pipe is grouted or

monolithically cast in place. Such pipe pieces may be furnished with outside “bare”.

17.0 SETTING ELECTRIC CONDUIT AND DEVICE BODIES

Electrical conduit shall be installed in the concrete work as indicated, and provision shall be made for their protection during the pouring of the concrete. Outlet boxes shall be located with reference to the final floor, wall, or ceiling finish. Device bodies shall be so secured to the forms before the concrete is poured. Any galvanized conduit in potentially wet areas require Roboy PVC coating. Aluminum conduit entering concrete shall receive a bitumastic coating.

Prior to placing conduit, the Contractor shall use approved manufacturer shop drawings to accurately determine the correct locations and dimension for all conduit stubups, electrical gear, control panels, and all other facilities requiring power, etc.

**STANDARD SPECIFICATION
FOR
PIPE MATERIALS**

SECTION 3

1.0 GENERAL

All fittings required for horizontal and vertical bends and deflections are not necessarily shown or called out on the drawings. Plan and coordinate pipe installation such that all required fittings and appurtenances will be available when required. When working around existing utilities, or facilities, etc. carefully spot dig for potential conflicts in a timely manner to allow adjustments to be planned and to avoid delay.

2.0 DUCTILE IRON PIPE AND FITTINGS

Ductile iron pipe shall meet AWWA and ANSI Specifications C-150, C-151 and A 21.50, A 21.51 respectively. Pressure class of ductile iron pipe shall be as indicated on Drawings.

In general, ductile iron pipe shall be furnished with push-on (i.e. boltless) joints for buried applications. The principal standard covering push-on joints shall be AWWA C111/ANSI 21.11. Restrained push-on joint pipe shall be per the specification for Restrained Joint Ductile Iron Pipe and Fittings and shall generally be required in critical buried applications such as highway crossings, creek crossings, railroad crossings, and in other locations as identified on the Drawings. The pipe joint shall be rated/certified to meet or exceed the pressure rating of the pipe itself or a higher pressure rating as indicated on the Drawings. In no case, shall the pipe joint be rated for less than 250 psi.

In general, ductile iron pipe shall be furnished with flanged joints for exposed, above-grade applications, unless shown otherwise on the Drawings. The principal standard covering ductile iron flanged pipe shall be AWWA C115/ANSI 21.15 and AWWA C110/ANSI A21.10. All pipe flanges shall meet or exceed ductile iron Class 150 or Class 300 per ASME/ANSI B16.42 or cast iron Class 250 per ASME/ANSI B16.1 as indicated on the Drawings or as required for connections to equipment, valves, fittings, etc. The flanged pipe joint shall be rated/certified to meet the pressure rating of the connecting pipe or a higher pressure rating as indicated on the Drawings. In no case, shall the flanged pipe joint be rated for less than 250 psi.

All buried ductile iron pipe shall, unless indicated otherwise, be tar coated outside. Pipe and fittings to be installed in buildings, galleries, basins, other locations where such pipe and fittings will be permanently "exposed" shall have an exterior coat of rust inhibitive primer per the Standard Specification for Painting. Wall pipes, sleeves, fittings, etc., to be installed through concrete walls shall be furnished bare or the exterior coatings removed before installing. All ductile iron pipe and fittings shall be furnished with interior cement lining in accordance with ANSI A21.4/AWWA C104, latest revision, standard thickness, with an asphaltic seal coat unless indicated otherwise in the Drawings or these Specifications.

All ductile iron fittings shall have a body and joint rated/certified to meet or exceed the pressure rating of the connecting pipe or a higher pressure rating as indicated on the

Drawings. In no case, shall the fitting body and joint be rated for less than 250 psi. Unless indicated in the Plans to be push-on joint, buried fittings shall be mechanical joint or restrained joint. Full body mechanical joint fittings shall meet or exceed AWWA C110/ANSI 21.10. Compact mechanical joint fittings and push-on joint fittings shall meet or exceed AWWA C153/ANSI A21.53. The principal standard covering mechanical and push-on joints shall be AWWA C111/ANSI 21.11. Restrained push-on joint fittings when required by the Drawings shall be per the specification for Restrained Joint Ductile Iron Pipe and Fittings.

For exposed, above grade applications, ductile iron fittings shall be furnished with flanged joints unless indicated otherwise on the Drawings. The principal standards covering ductile iron flanged fittings shall be AWWA C110/ANSI 21.10 and ASME/ANSI B16.42. Large fitting sizes including 54", 60" and 64" shall be covered by ASME/ANSI B16.42 and either AWWA C110/ANSI 21.10 or AWWA C153/ANSI A21.53. All fitting flanges shall meet or exceed ductile iron Class 150 or Class 300 per ASME/ANSI B16.42 or cast iron Class 250 per ASME/ANSI B16.1 as indicated on the Drawings or as required for connections to equipment, valves, fittings, etc. Flanged fitting joints shall be rated/certified to meet or exceed the pressure rating of the connecting pipe or a higher pressure as indicated on the Drawings. In no case, shall the flanged fitting joint be rated for less than 250 psi.

Bolting shall conform to Table 10.14 of ANSI A21.10/AWWA C110 or ANSI A21.15/AWWA C115 as applicable unless required otherwise by pressure rating requirements. Bolts for use with flat ring type gaskets between cast iron flanges shall conform to the requirements of ASTM A307-84, Grade B, hex head; and nuts shall be hex type of same grade and finish as the bolts. Bolts for use with full face type gaskets between cast iron flanges or ductile iron flanges shall conform to the requirements of ASTM A449-84a, Type 1 hex head; and nuts shall be hex type of same grade and finish as the bolts. Bolts shall also conform to the requirements of ANSI B18.2.1, and nuts shall conform to the requirements of ANSI B18.2.2. High strength bolting and nuts when required due to the pressure rating required by the Drawings or any combination of pressure rating, flange material, and/or gasket material required shall meet the requirements of ASTM A 193 Grade B7 and ASTM A 194 Grade 2H respectively.

The bolting requirements stated above shall apply except when specifically indicated otherwise and except in highly corrosive environments such as inside sewer lift stations, submerged applications, sewage valve pits, sewage/sludge tanks, or any other highly corrosive applications. For these highly corrosive applications, all bolting and nuts shall be 316 stainless steel. The bolts shall be UNC rolled thread, stainless steel per ASTM A 193, Grade B&M, (type 316). The nuts shall be heavy hex, stainless steel per ASTM A 194, Grade 8M, type 316, coated to prevent galling.

Couplings for use with grooved end joints, where specifically called for in the Plans, shall be ductile iron in accordance with ASTM 536, Grade 65-45-12. Gaskets shall be the center leg design manufactured of a nitrile compound. Bolts shall be track head design and manufactured in accordance with ASTM A-183, minimum tensile 110,000 psi. Couplings shall be Vitaulic or equivalent.

Gaskets for flanged joints, mechanical joints, and push-on joints shall meet the requirements of ANSI A21.11/AWWA C111, latest revision as a minimum. Special gaskets required to achieve high certified pressure ratings per the Drawings shall be per the recommendations of the ductile iron pipe and fitting manufacturer and shall comply with ASME/ANSI Specifications. The gasket materials shall provide the required pressure rating and withstand the expected bolt load without injurious crushing and be suitable for the service

conditions. Unless indicated otherwise or required due to pressure rating, gasket materials for various service conditions shall be as follows:

- A. Water Service (up to 120° F) - SBR (Synthetic Rubber)
- B. Water Service (above 120° F) - Neoprene
- C. Wastewater Service - SBR (Synthetic Rubber)
- D. Air Piping For Blowers - EPDM

3.0 RESTRAINED JOINT DUCTILE IRON PIPE AND FITTINGS

Where required by the Plans, restrained joint pipe and fittings shall meet Specifications in the Ductile Iron Pipe and Fittings sections and shall be a boltless restrained connection to protect against separation due to thrust. Restrained joint pipe shall be flexible restrained push-on type, unless otherwise indicated. Joints shall incorporate ductile iron locking segments, inserted through slots in the bell face, providing a positive axial lock between the bell interior surface and a retainer weldment on the spigot end of the pipe. Restrained push-on joint to be equal to American "Flex-Ring" or U.S. Pipe "TR Flex".

Restraining or "Gripper" gaskets to be used to restrain slip joint pipe shall only be allowed when specifically called for in the Plans. Restraining gaskets shall contain stainless steel locking segments vulcanized into the gasket which shall in all other respects meet the requirements of standard push-on gaskets in ANSI/AWWA C111/A21.11. Restraining gaskets shall be UL listed for a minimum working pressure of 250 psi or the pressure rating of the pipe, whichever is greater. Gaskets shall be equal to American Fast-Grip or U.S. Pipe Field Lok Gasket.

4.0 RESTRAINT FOR MECHANICAL JOINT VALVES AND FITTINGS

Where required by the Plans, mechanical joint restraint shall be provided for valves and fittings. Joint restraint shall be incorporated in the design of the follower gland and shall include a restraining mechanism, which, when actuated, imparts multiple wedging action against the pipe, increasing its resistance as the pressure increases. Flexibility of the joint shall be maintained after burial. Glands shall be manufactured of ductile iron conforming to ASTM A536-80. Restraining devices shall be of ductile iron heat treated to a minimum hardness of 370 BHN. Dimensions of the gland shall be such that it can be used with the standardized mechanical joint bell and tee-head bolts conforming to ANSI/AWWA A21.11 and ANSI/AWWA C153/A21.53, latest revision. Twist-off nuts shall be used to ensure proper actuating of the restraining devices.

The mechanical joint restraint device shall have a working pressure of at least 250 psi with a minimum safety factor of 2:1 and shall be EBAA Iron, Inc., MEGALUG, Ford Meter Box Company, Uni-Flange, or equal.

5.0 BOSSES ON DUCTILE IRON PIPE

Bosses shall be ductile iron and welded to the pipe by the pipe company in the foundry. For pipe sizes 6" through 12" in diameter, a minimum of Class 52 pipe shall be used unless the pipe manufacturer recommends a higher class pipe. For pipe sizes 14" through 54" in diameter, Class 51 pipe shall be used unless a higher class pipe is recommended by the pipe

manufacturer. Bosses shall be drilled and tapped for proper connection in accordance with the Standard Specifications.

6.0 POLYETHYLENE ENCASEMENT

Polyethylene wrap in tube or sheet form for piping encasement shall be manufactured of virgin polyethylene material conforming to the requirements of ANSI/ASTM Standard Specification D1248. The material requirement, if not shown on the Plans, shall be either 8 mil, low density polyethylene or 4 mil, high density, cross laminated polyethylene. Material and installation methods shall be in accordance with the requirements of AWWA C105 and the pipe manufacturer.

7.0 COPPER PIPE

Copper pipe shall be seamless copper water tube meeting the requirements of AWWA Specification 7S-CR for Type K copper water tube, Type K, hard drawn, or of ASTM Specification Designation B88-61 for seamless copper water tube, Type K hard drawn.

Class O tube may be used underground in sizes through 1-1/4". Class O tube is suitable for use with flared or compression fittings, and with solder-type fittings, provided that rounding, sizing, and preparation of tube ends is performed with the proper tools. Fittings for copper water tube, Class O, installed underground, shall be similar and equal to Mueller, Hays, Ford Meter Box Company or Swagelok (up through 1" size).

Copper water tube installed underground in sizes 1-1/2" and larger shall be Class H, furnished in straight lengths. Fittings shall be solder-type as manufactured by Mueller, Hays, or Crane. All branches from underground tube (1-1/2" and larger) shall be made by use of brass unions and copper to L.P.S. adapters. All valves installed at tees and/or crosses in piping runs shall be similarly equipped.

Copper water tube installed in buildings, vaults, galleries, etc. shall be Class H, furnished in straight lengths, and shall be installed in straight runs. An exception to the specification relative to installation of copper water tube in straight runs may be made when short lengths (not greater than 4') of tubing requiring bends and/or offsets are necessary for connection of items of equipment to water supply lines. This exception would apply only to tubing sizes 3/8" and smaller.

Fittings for tube of sizes 1-1/4" and larger shall be solder-joint type as manufactured by Mueller, Hays or Crane, except that all branches from the main run (whether from tees or crosses) shall be equipped with brass unions and copper to I.P.S. adapters. Valves are required on all branches and all valves are required to be equipped with brass unions and copper to I.P.S. adapters. Fittings for tube size 1" and smaller shall be manufactured by Swagelok or Imperial.

8.0 STAINLESS STEEL PIPE

Stainless steel tubing shall meet the requirements of ASTM Specifications Designation A269 for seamless stainless steel tubing, Type 316. All fittings for use with stainless steel tubing shall be Swagelok or equal.

Two inch and smaller stainless steel pipe shall meet ASTM A312, TP316L, schedule 40S, seamless. Stainless steel pipe 2-1/2" or larger shall be pickled and passivated by full immersion meeting ASTM A778, TP316L, as welded grade. Fittings 2" and smaller shall

be screwed, stainless steel to ASTM A182, type 316 or barstock to ASTM A276, type 316. Fittings 2-1/2" or larger shall meet ASTM A774 type 316L, butt welded type, stainless steel, schedule to match the pipe, as welded grade. All ells shall be long radius unless specifically indicated otherwise. Flanged pipe ends shall be made up of type 316L stainless steel continuously welded slip-on type rolled angle face rings. Flanges and all flange components shall be stainless steel. Flanges shall be drilled to ANSI 16.1 Class 125 standard. Piping sections shall be shop welded to the maximum extent possible for shipping and handling, field connections in addition to those indicated on the Drawings shall be flanged as described above. Bolting shall be stainless steel type 316. Gaskets shall be EPDM. Welding shall be performed using welders and procedures qualified in accordance with ASME Section IX. On exposed pipe clean all markings, stains, paint, concrete, dirt, etc. from pipe.

9.0 PVC PIPE - SMALL DIAMETER

PVC pipe and fittings for small diameter service pipe shall be rigid, polyvinyl chloride pipe and fittings meeting the requirements of ASTM Specification Designation D-1785, Type I, Schedule 80, and Commercial Standard Specification CS 207-60, Type I, Schedule 80. Pipe shall be furnished with threaded joints or glue joints for connection to fittings, companion flanges and flanged valves. Glue on glued piping and fittings (including on spare lines) shall be fully compatible with and recommended for the chemical being conveyed. Glue for chemical lines shall be weld on 724 or equal.

10.0 POLYVINYL CHLORIDE SEWER PIPE

All pipe and fittings 15" and less shall be slip joint and made from polyvinyl chloride (PVC) components as described in ASTM D-1784. The sewer pipe and fittings shall meet or exceed the requirements of ASTM D-3034 (SDR 26), Type PSM Polyvinyl Chloride Sewer Pipe and Fittings. Laying lengths shall be 13 feet minimum. All pipe 18" and larger shall meet ASTM 679 and be PS115.

The bell shall consist of an integral wall section with joints conforming to ASTM D-3212. Gaskets shall be vulcanized and comply with ASTM F-477 for Elastomeric Seals for Joining Plastic Pipe.

Each Pipe shall be marked as prescribed by ASTM Standard D-3034 of F-679 as follows: Pipe size, manufacturer's name and code, cell classification, standard dimension ratio (SDR), use (sewer pipe) and ASTM standard.

Representative samples, as directed by the Engineer, will be tested with acetone in accordance with ASTM 2152.

11.0 POLYVINYL CHLORIDE PIPE (PRESSURE CLASS)

The pipe shall be made from Polyvinyl Chloride plastic (PVC) as defined in ASTM Specification D-1784. The pipe shall conform to ASTM Specification Bell conforming to ASTM D-3139 and be approved by the National Sanitation Foundation. The pipe shall have water working pressure rating of 200 psi (SDR21) or 250 psi (SDR17) at 23 degrees C. or greater if shown on the plans. Pipe used for sanitary sewer force mains shall be green in color. Fittings shall be ductile iron and mechanical joint. The pipe will be stored away from direct sunlight.

The joints shall be "push-on" or "twin gasketed coupling", meeting ASTM Standards D-3139. Thickened bell pipe shall be provided meeting Section 6.2 of ASTM D-3139. Pipe lengths shall not exceed 20 feet. Lubricant shall be nontoxic and have no effects on the gasket or pipe material. Gaskets shall meet ASTM F477 requirements. The gasket manufacturer's mark and year of manufacture shall be molded in the rubber. Gaskets shall be vulcanized natural or synthetic rubber. No reclaimed rubber shall be used. The Owner shall be supplied a certified copy of the manufacturer's quality control report.

As a minimum, the pipe shall have the following data applied to each piece every two feet:

1. Nominal Size
2. Type of Material
3. ASTM Standards
4. Manufacturer
5. National Sanitation Foundation Seal of Approval
6. Quality Control Code
7. Working Pressure Rating

All spigot ends shall be marked to indicate the distance the spigot end should be extended into the bell.

12.0 POLYVINYL CHLORIDE PIPE (AWWA C900 OR C905)

PVC water pipe shall be extruded from clean, virgin PVC resin compound in accordance with ASTM D1784, Class 12454-A or 12454-B. PVC pipe shall meet the requirements of AWWA C900 and C905, Class 200 (SDR 14, minimum) unless indicated a higher Class in the drawings, with the same outside diameters for corresponding nominal sizes of ductile iron pipe meeting the requirements of AWWA C151. PVC pipe shall be capable of making connection with cast iron fittings meeting the requirements of AWWA C111 without the use of adaptors. Pipe shall be fabricated in nominal 20 foot length. Fittings shall be ductile iron, mechanical joint. Marking requirements of every joint include:

- A. Nominal size and outside diameter dimension base (C.I.)
- B. PVC
- C. Dimension ratio
- D. AWWA pressure class
- E. AWWA (900) designation number
- F. Manufacturer's name and production code indicating date of manufacturer and production shift time
- G. Type of service

PVC pipe shall be equipped with bell and spigot joints. Bell shall consist of integral wall section with pipe. Bell section shall have same hydrostatic strength as pipe wall and meet the requirements of AWWA C900. Joints shall have elastomeric gaskets manufactured in conformance with ASTM F477. Gaskets shall be formulated for water service and be supplied separately from the pipe bell and lubricate recommended by the pipe manufacturer.

13.0 TRANSITION COUPLING

Transition coupling for sewer service lines shall be flexible, made of elastomeric plastic, resistant to chemicals and sewer gases and leakproof. Clamps, hardware, and appurtenances shall be stainless steel. Coupling shall be Fernco or equal. Main line coupling, 8" or larger, will be ductile iron or stainless steel sleeves.

14.0 PIPE NIPPLES

All pipe nipples 3" and less with screwed connections shall be Schedule 40 brass or stainless steel. No galvanized material will be allowed for screwed joints.

15.0 VALVES - GENERAL

Valves shall close clockwise with 3 turns per inch. Unless indicated otherwise, valves shall have mechanical joint or flange ends. Sewer valve operating nuts shall be of a different size and/or shape of water valve nuts as approved by the owners. All valves operators will be extended as required for safe, convenient and easy access for operation.

All valves, operators, floorstands, brackets, and appurtenances, etc., that require painting shall be prepared and painted in accordance with the Painting Specifications for this project. Primer, intermediate coat, and top coat shall be the coating system required by the Painting Specifications and manufactured by the same paint manufacturer as submitted to the Engineer and accepted for the remainder of the project. Color shall be as selected by the Owner. Refer to the Painting Specifications for the project.

All exterior materials shall be suitable for underground service. Exterior bolting shall be 304 stainless steel. Valve assemblies installed in typical underground applications shall be rated for underground service and be designed for satisfactory operation under an external hydrostatic head of 10 psi. Valve assemblies installed in submerged applications (e.g., wetwells, basins, wetlands, ponds, lagoons, etc.) shall be rated for continuous submerged services under 25' (min.) of water submergence or as required by the application shown in the Contract Drawings.

16.0 BUTTERFLY VALVES

The butterfly valves shall be of rubber seated tight closing type and shall meet AWWA Standards C504 and be Class 150B unless indicated on the Plans to be Class 250. Where shown or called out for such application, valves shall be suitable for submerged and underground service and/or air service. Valves on blower discharge piping shall be suitable for hot air. The valve operator shall be suitable for underground service with permanent lubrication. The operator shall close clockwise. All valves shall have an epoxy coating in accordance with AWWA C550 on the inside of the body. Valve bearings shall be sleeve type that are corrosion resistant and self-lubricating. Bearing load shall not exceed 1/5 of the compressive strength of the material. Valve actuators shall be fully grease packed and have stops in the open/close position. The actuator shall have a mechanical stop which will withstand an input torque of 450 ft. lbs. against the stop. The traveling nut shall engage alignment grooves in the housing. The actuator shall be a slotted lever type for 4" to 12" valves and a link and lever type for 14" through 48". A means of adjusting the stem and shaft

to attain zero leakage on closure of valve vane shall be provided without taking the valve out of service.

Class 150B butterfly valves shall comply with the following details. Valve discs shall be made from cast iron ASTM A-126 Class B for 3" through 20" sizes or ASTM A-48 Class 40 for 24" size. Sizes 30" and larger shall be ductile iron ASTM A-536 Grade 65-45-12. Disc shall be furnished with 316 stainless steel seating edge to mate with the rubber seat on the body. Ductile iron of adequate strength may be substituted for cast iron. Valve shafts shall be stainless steel conforming to ASTM A-276 Type 304. Shaft seals shall be standard self-adjusting chevron "V" type packing. Shaft seals shall be of a design allowing replacement without removing the valve shaft. All valves shall be hydrostatic and leak tested. The leak test shall be performed at a differential pressure of 150 psig with the disc in a closed position. In a slightly open position, internal hydrostatic pressure equal to 300 psig shall be applied to the inside of the valve body for five minutes. Certified test results shall be made available to the Engineer.

Valves rated for 250 psig service shall comply with the following details. Valves discs shall be constructed of cast iron ASTM A-40 Class 40 for 10" through 20" sizes or ductile iron ASTM A-536 Grade 65-14-12 for 6", 8", 24" through 48" sizes. Disc shall be furnished with 316 stainless steel seating edge to mate with the rubber seat. Ductile iron of adequate strength may be substituted for cast iron. Valve shafts shall be stainless steel ASTM A-564 Type 630 Condition H-1150. Stub shafts or through shafts are acceptable. Shaft seals shall be standard self-adjusting chevron "V" type packing. Shaft seals shall be of a design allowing replacement without removing the valve shaft. All valves shall be hydrostatic and leak tested. The leak test shall be performed at a differential pressure of 250 psig with the disc in a closed position. In a slightly open position, internal hydrostatic pressure equal to 500 psig shall be applied to the inside of the valve body for five minutes. Certified test results shall be made available to the Engineer.

Where used in water plant or filter applications, valve supplier shall provide valves with actuators as shown on the drawings and/or as required by the filter manufacturer. Supplier/manufacturer shall review application and provide valves and actuators specifically suited for the application (pulsing, throttling, etc.) The actuator shall comply with all filter manufacturer recommendations including but not limited to operating frequency and duration and control logic, etc. Completely coordinate valves and actuators with filter manufacturer prior to making the first submittal. Provide written concurrence with the valves and actuators from the water plant/filter manufacturer and filter control panel manufacturer with the first submittal.

All valves shall be assembled, machined, and tested domestically at the manufacturer's facility. All valves shall be equal to Mueller, DeZurick, Val-Matic or approved equal.

See painting requirements under "Valves - General" and in the "Painting Specifications".

17.0 RESILIENT SEATED GATE VALVE

Valves shall be resilient seated wedge type manufactured to meet the requirements of AWWA C515 with ductile iron bodies. Valves shall have a clear, unobstructed water way when fully opened and shall be at least as large as the pipe inside diameter for which it is intended. All internal surfaces shall be coated with epoxy to a minimum thickness of 8 mils. Said coating shall be non-toxic, impart no taste to water and

shall conform to AWWA C550. Gate valves 12" and smaller shall be rated for 250 psi cold water working pressure and shall be tested to 500 psi. Valves 14"-24" shall be rated for 200 psi cold water working pressure and shall be tested to 400 psi. Gates valves 18" through 24" shall have gearing. Gate valves in horizontal position shall have bevel gearing and valves in vertical position shall have spur gearing. Allen screws or metric bolting shall not be allowed. Stem shall be sealed by three O-rings. The top two O-rings shall be replaceable with valve fully opened and while subject to fully rated working pressure. O-rings set in cartridge shall **not** be allowed. Valve shall have two thrust washers with one located above and one below the thrust collar to assure trouble-free operation of valve. The area between the O-rings shall be filled with lubricant to provide lubrication to the thrust collar bearing surfaces each time the valve is operated. The sealing mechanism shall provide zero leakage at the water working pressure when installed with the line flow in either direction, and shall consist of a cast or ductile iron gate with a resilient seat bonded or mechanically attached. Further, it shall be designed such that no sliding of rubber on the seating surfaces is required to compress the rubber. It shall also be designed such that compression-set of the rubber shall not affect the ability of the valve to seal when pressure is applied to either side of the gate. The gate shall be provided with a drain in the bottom to flush the internal cavity of foreign material each time the valve is opened. The valve shall be American Flow-Control, Mueller or approved equal.

See painting requirements under "Valves - General" and in the "Painting Specifications".

18.0 TAPPING SLEEVES AND VALVES

Tapping sleeves shall be bolted split type of ductile iron construction meeting ASTM A 536 Grade 65-45-12. Side flange seals shall be of the O-ring type of either round, oval, or rectangular cross-sectional shape to form a watertight joint when bolted in place. Tapping sleeves shall conform to the respective chemical and physical properties specified for ductile iron fittings in ANSI A21.10/AWWA C110. Walls of sleeves shall be extra heavy and the sleeves shall accommodate gray iron pipe, ductile iron pipe of the various standard thickness classes and C-900 type PVC pipe. Tapping sleeve and valves shall be manufactured by Dresser, Mueller, American, or equal.

Sleeves for use with ductile iron, cast iron, and C-900 PVC shall be equipped with mechanical joint ends. The Contractor shall determine the type sleeve required for accommodating the pipe and pipe outside diameter before ordering the sleeve. All sleeves are to include the end joint accessories and split glands necessary to assemble sleeve to pipe. No special tools shall be required other than a standard socket wrench. Sleeve shall be coated with asphaltic varnish in compliance with NSF-61.

Tapping sleeves for pressure class PVC lines shall be of heavy welded stainless steel per ASTM A240, type 304 and type 304L. Gasket shall be virgin SBR per ASTM D2000 MAA 610, compounded for water and sewer service with broad cross-section to resist rolling and provide dependable seal. Bolts shall be 5/8 inch UNC rolled thread trackhead, stainless steel per ASTM A193, type 304. Nuts shall be heavy hex, stainless steel per ASTM A194, type 304, coated to prevent galling. Flange shall be ductile iron per ASTM 536, Grade 65-45-12 or stainless steel per ASTM A240, type 304 to accommodate tapping valve flanges. Tapping sleeves for pressure class PVC shall be Romac Industries, Inc., style "SST III", Mueller "H-304", or equivalent.

Branch outlets of sleeves shall be equipped with flanges made with female faces to accommodate raised male faces of tapping valves.

Tapping valves shall meet or exceed the requirements of these Specifications for AWWA resilient seat gate valves with bodies and bonnets made of ductile iron for 250 psi working pressure. The tapping side of the valve shall be equipped with flange having raised male face to ensure proper alignment with the sleeve and shall be equipped with a flange having slotted bolt holes for attachment of tapping machine. The outlet end of the valve shall have the desired joint connection for the intended pipe. All interior and exterior ferrous surfaces shall be protected against corrosion by fusion bonded epoxy coating. Valves shall meet requirements of AWWA C509. Coating shall be applied prior to assembly to assure coverage of all exposed areas including bolt holes. Seat rings shall be oversized so as to permit the use of cutters of the full nominal size of the tapping valves.

19.0 VALVE BOXES

The Contractor shall furnish and install valve boxes for all buried valves. Valve boxes shall be cast iron, screw type, with extension pieces as required to make up the length of box required from surface of ground to top of the valve body. Valve box lids shall be marked as to service. Valve boxes shall be equal to Dresser.

See painting requirements under "Valves - General" and in the "Painting Specifications".

20.0 CHECK VALVES

Check valves shall have ductile iron or cast steel bodies, and shall be plug type, with disc mounted on guided stem. Plug, seat, stem, and guide bushing shall be bronze meeting requirements of AWWA C508. Valves shall be gravity swing type, equipped with lever and weights with stainless steel hinge pins. Valves shall be equal to Mueller, Dresser, American.

21.0 FIRE HYDRANTS

Fire hydrants shall conform to the specifications of the American Water Works Association, C502 with a pressure rating sufficient to match test pressure of the line. They shall be compression type traffic model with 5-1/4" valve opening. Hydrants shall have one 4-1/2" or 5" and two 2-1/2" steamer nozzles with sizes to match the local fire department. Larger nozzle shall be fitted with integral Storz connection when shown on drawings. Threads shall match fire department equipment. Hydrants shall have a bury of 3-1/2 feet unless noted otherwise in plans. The fire hydrants shall be installed as shown on the Plans. Fire hydrants shall be M & H, American, Mueller, or equal, and/or as called for in the plans or specifications or required by Owner for matching their standard. All fire hydrants shall be connected to the main with a 6" valve and rodded throughout.

22.0 STORM DRAINAGE PIPE

Reinforced concrete drainage pipe for storm water shall conform to ASTM C-76, or A.A.S.H.O. M41. Pipe shall be fitted with tongue-and-groove type joints with rubber gaskets unless otherwise indicated. Corrugated metal pipe and arches shall conform to the requirements of the A.A.S.H.O. Designation M-36. All pipe arches shall be bituminous coated in accordance with the requirements of A.S.H.D. Specification 525 and/or 526.

23.0 PRECAST CONCRETE MANHOLES

The pre-cast reinforced concrete manholes shall be constructed in accordance with ASTM C-478. Manholes shall consist of circular pre-cast concrete sections not less than 4'-0" in diameter or as shown on the Drawings. The top section shall be suitable for mounting cast iron manhole frames and covers. Risers shall be furnished in suitable increments to an elevation not more than 12" below the base of the cast iron frame and cover. Maximum elevation of riser shall permit setting top of manhole frame at the finished grade shown on the Drawings. The bottom riser of the manhole shall be provided with openings to accommodate the sewers entering and leaving the manhole. The arrangement of the openings shall permit the construction of sewers in accordance with the alignment, elevations, and grades shown on the Drawings. All pre-cast concrete manholes shall be set on a foundation bed of compacted crushed stone, 8" minimum thickness, and covering the bottom of the excavation.

Steps, frames, and covers shall conform to the requirements of Gray Iron Casting, ASTM A48-60T, Class 20. The manhole cover shall be the solid indented type with bearing surface machined to provide solid bearing and prevent rocking. Vented manholes are not allowed unless specifically called for in the plans. When required, waterproof manhole frames and covers shall have bolted on lid with rubber or neoprene gasket for watertight sealing. Stainless steel anchor bolts will be used. Frames shall be firmly anchored to top section of manhole. Weight of frames and covers shall be 308 pounds or heavier.

Joints between the manhole sections will be made with offset joints with rubber gaskets or preformed butyl sealants. Rubber gaskets shall meet the requirements of ASTM C 443, latest revision. Sealants shall meet federal specifications SS-S-00210 (210-A) and AASHTO M-198B.

Manholes of precast concrete construction shall have flexible openings to accept sewers entering and exiting the manhole. The openings shall comprise a complete joint with insert piece precast in wall of manhole and comprised of cast iron insert ring tapped to receive draw bolts, cast iron compression flange, and rubber O-ring gasket, or a complete joint with seal assembly inserted in a hole cored in the manhole wall and comprised of a rubber or neoprene boot, stainless steel seal band, stainless steel pipe clamp.

4' diameter manholes shall have a minimum base thickness of 6" unless a greater thickness is called for elsewhere. 6' diameter manholes shall have a minimum base thickness of 8" unless a greater thickness is called for elsewhere.

Flexible connectors shall be provided as follows:

A. Pipes Less than 18 Inches Diameter

Flexible manhole connectors for lines 18 inches in diameter or less shall be Kor-N-Seal, as manufactured by NPC, Inc. Milford, New Hampshire, or equal. Connectors shall conform to the latest revisions of ASTM C923 and ASTM A167. Boots shall be of chemical resistant, resilient EPDM rubber. Assemblies with toggle or wedge-type expanders shall be fabricated of 304 Series non-magnetic stainless steel. Wedge assemblies shall be from reinforced nylon. External take-up clamps shall be Series 304 non-magnetic stainless steel. Bolt assemblies shall be of Series 305 non-magnetic stainless steel. Flexible connectors shall be stored and installed in strict accordance with the

manufacturer's recommendations. Pipes shall be centered in the connector opening and supported during installation such that the pipe does not rest on the connector core band.

Pipes Larger than 18 Inches Diameter

For pipes larger than 18 inches diameter, flex connectors shall be the A-Lok Connector, as manufactured by A-Lok Products, Inc. Tullytown, Pennsylvania, or approved equal. Seal shall provide a flexible, positive watertight connection between pipe and manholes. The seal between the connector and the manhole wall shall be made by casting the connector integrally with the manhole wall during the manufacturing process in such a manner that it will not pull out during coupling.

The seal between connector and pipe will be made by pure compression of the resilient material against the outside diameter of the pipe. The connector shall be capable of being cast into a round structure in a curve and remain centrally located in the manhole wall so that there is no loss of compression or deflection in larger pipe due to curvature of the manhole wall. The connector shall be the only component to affect the seal between the pipe and structure. The connector shall be molded or extruded and vulcanized from materials whose physical/chemical properties meet or exceed the physical/chemical resistant properties outlined in ASTM C923. The connector shall meet or exceed the performance requirements prescribed in ASTM C923. The connector shall be of size specifically designed for the pipe material being used and shall be installed in accordance with the recommendations of the manufacturer.

24.0 PRECAST CONCRETE WETWELLS

When allowed in the Plans to be substituted for precast manholes, precast wetwell sections shall conform to the minimum requirements of ASTM C789. Concrete box sections shall be provided for depth of bury load conditions indicated on the Plans. Unless indicated otherwise, all pipe penetrations or connections shall be made with flexible type connectors. Joints shall be watertight subject to both an infiltration and exfiltration test prior to and following backfilling.

When wetwells are used for manholes, precast flat tops may be provided to transition to a standard four foot diameter manhole if shown to be acceptable in the plans. Manhole steps shall extend continuous through four foot manhole risers and precast wetwell to the ground invert.

**STANDARD SPECIFICATION
FOR
INSTALLATION OF PRESSURE PIPE**

SECTION 4

1.0 GENERAL

All fittings required for horizontal and vertical bends and deflections are not necessarily shown or called out on the drawings. Plan and coordinate pipe installation such that all required fittings and appurtenances will be available when required. When working near existing utilities and facilities, etc., carefully spot dig for potential conflicts in a timely manner to allow adjustments to be planned and to avoid any delay.

The Contractor shall furnish and install all pipe, fittings, valves, operators, extensions, couplings, valve boxes, gaskets, bolts, nuts, supports, hangers, bracing, appurtenances, and accessories as specified or as required; and shall place the entire piping installation in proper operating condition in every respect. The Contractor shall carefully examine all pipe and piping materials before placing them in the work. If any such pipe or materials should be found to be defective, the Contractor shall promptly notify the Engineer and discard such pipe and materials. Piping materials shall be of the types, classes, and sizes shown on the Plans or, if not indicated on the Plans, as specified herein.

The interior of all pipe, fittings, valves, and accessories shall be kept free from dirt and foreign material. Suitable bulkheads shall be used to block or plug ends of piping at the close of each work day and when work on a particular section of piping is temporarily discontinued. Should dirt, mud, concrete, laitance, paint, or other foreign materials enter the piping or any section of piping, such piping or section of piping shall immediately be cleaned. Each length or section of pipe shall be cleaned immediately before being placed in the trench and joined. Cleaning shall be accomplished by use of a tight swab or other suitable cleaning device. If necessary, a brush pig shall be run through the section of pipe prior to final swabbing. Pipe ends shall be wiped clean before the pipe is joined.

2.0 HANDLING AND STORING PIPE AND ACCESSORIES

The Contractor shall provide the proper equipment, tools, and facilities necessary for the efficient prosecution of the work. Materials damaged in unloading, handling, or installation shall be promptly discarded and removed from the area of the work. No pipe shall be unloaded or moved by allowing the pipe to roll, slide, or fall to the ground or to cushions placed on the ground. No pipe, fittings, valves, etc., shall be unloaded by inserting loader blades, teeth, etc., into the pipe interior.

Pipe shall be stored on racks or timbers in such a manner that pipe ends are above the ground surface. When pipe is to be moved, it shall not be dragged or rolled but shall be lifted by use of a sling designed to prevent damage to the pipe coatings. Should an intermediate placement of the pipe along the side of the trench be required, the pipe shall be placed on racks or timbers along the side of the trench in a manner as specified hereinabove.

3.0 PIPE LAYING

The top of the pipe shall be a minimum of 30" below the surface unless specified deeper by a permitting agency or the plans. The pipe shall have a uniform bearing. Bell holes shall be dug so that the bell will clear the ground. The pipe shall be swabbed for cleanliness before lowering to the trench. Whenever pipe is cut, it shall leave a smooth end at right angles to the axis. All plastic pipe, except services, shall have a #14 copper wire, plastic coated and laid continuously beneath the pipe. Locating tape will not be used. The end of the pipe shall be closed when the work is left temporarily. Angles or bends in the line shall be braced against movement by using concrete and/or permanent joint restraints. Rock and boulders shall be removed to a clearance of at least 6 inches from pipe, valves and fittings. If the bottom of the trench is found to be unsuitable, the Contractor will remove the material, backfill and compact with a suitable base. If unsuitable material cannot be removed, the Contractor shall construct a structural foundation, which does not include stone, for the pipe as directed by the Engineer. Additional compensation will be allowed for this structural foundation work. Extend all valve operators as required for safe, convenient and easy access for operation.

4.0 BRACING OF PIPE AND FITTINGS

All pressure piping shall be braced against internal thrust by means of restrained joints and/or poured-in-place concrete bracing where changes in direction occur or where branches from the line are located.

Braced underground pressure piping shall be securely braced against movement with concrete thrust blocks and bearing against solid, undisturbed ground. Where solid or undisturbed ground cannot be obtained for bracing or where indicated on the Drawings, restrained joint pipe and/or fitting shall be required. Fittings shall be wrapped in plastic with no concrete being placed directly on accessories. All concrete used in underground bracing shall be Class "B" concrete in accordance with the requirements of these Specifications unless shown otherwise.

Special bracing for particular locations identified on the Drawings and/or described herein shall be in accordance with details shown on the Drawings for the particular special brace and shall be complete with reinforcing steel and miscellaneous metal work, if required.

Piping installed above ground in buildings, galleries, tunnels, piping trenches, and chases shall be supported and braced as indicated on the Drawings and specified herein. Where pipes are braced or supported above ground piping by means of concrete piers or thrust blocks, the concrete used by construction of such piers or thrust blocks shall be Class "A" as specified in these Specifications; shall be reinforced; shall be anchored to slabs and/or walls by dowels; and shall be finished to match adjacent concrete surfaces or finished surfaces of adjacent walls or floors, whichever is applicable.

All exposed piping shall be installed neatly in straight lines and without sags. Unless a closer spacing is called for elsewhere, the maximum distance between hangers shall be as follows:

<i>Metal Pipe - Maximum Spacing</i>		
<i>Diameter (inch)</i>	<i>Spacing (feet)</i>	<i>Maximum Hanger Diameter (inch)</i>
1-1/4 or smaller	6.5	3/8
1-1/2 to 2	10.0	3/8
2-1/2 to 3	10.0	1/2
4 - 6	10.0	5/8
8 - 12	14.0	7/8
14	20.0	1

<i>Schedule 80 - PVC - Maximum Spacing</i>		
<i>Diameter (inch)</i>	<i>Spacing (feet)</i>	<i>Minimum Hanger Diameter (inch)</i>
1/2	4-1/2	3/8
3/4	4-1/2	3/8
1	5	3/8
1-1/2	5-1/2	3/8
2	6	3/8
3	7	1/2

If thinner wall PVC is allowed and utilized, the maximum spacing shall not exceed 1/2 of that allowed for Schedule 80 PVC.

5.0 TRENCH BACKFILL

Backfill shall be compacted in layers not to exceed 8 inches and to a minimum density of 95 percent of Standard Proctor Compaction Test. Provide greater compaction where required by other specifications or by the plans. Backfill will be selected earth-free of rocks and hard objects, to a point 12" above the pipe with the remainder of the trench to be kept free of large rocks. Any special trench requirement will be shown on the drawings. When utilities cross other utility trenches, compact trench sufficient distance on either side of existing trench.

6.0 GUARANTEE OF PIPE INSTALLATION AND REPAIRS

All work and materials shall be guaranteed for a period of one (1) year after final acceptance. The Contractor shall pay for cost incurred by the Owner for repairs within and during the guarantee period.

7.0 TESTING OF WATER AND SEWER MAINS

The Contractor shall furnish approved equipment. Testing shall be done in the presence of the Engineer. Testing will be 1-1/2 times the normal operating pressure at the lowest point of the test section but not less than 150 pounds per square inch at any point in the test section. The Engineer shall determine the test pressure and test sections which shall be limited to a maximum of one mile. Tests with joints uncovered shall be maintained for a period to inspect the section, but in no case for less than two hours. Where the pipeline is backfilled, the test will be maintained a minimum of two (2) hours with hydrostatic test performed in accordance with AWWA C-600. Make-up water will be added and measured by a calibrated meter and in a method acceptable to the Engineer. Calibrated pressure gauges shall be used and, when requested, verified on-site such that the testing method is suitable to the Engineer. The make-up water is the "testing allowance" or leakage. Leakage shall not exceed the following:

Maximum Leakage per 1,000 Feet of Pipe in Gallons per Hour

<u>Pipe Diameter</u>	<u>at 150 psi</u>	<u>at 200 psi</u>	<u>at 250 psi</u>
3 Inches	0.28 GPH	0.32 GPH	0.36 GPH
4 Inches	0.37 GPH	0.43 GPH	0.47 GPH
6 Inches	0.55 GPH	0.64 GPH	0.71 GPH
8 Inches	0.74 GPH	0.85 GPH	0.95 GPH
10 Inches	0.92 GPH	1.06 GPH	1.19 GPH
12 Inches	1.10 GPH	1.28 GPH	1.42 GPH
14 Inches	1.29 GPH	1.48 GPH	1.66 GPH
16 Inches	1.47 GPH	1.70 GPH	1.90 GPH
18 Inches	1.66 GPH	1.91 GPH	2.14 GPH
20 Inches	1.84 GPH	2.12 GPH	2.37 GPH
24 Inches	2.21 GPH	2.55 GPH	2.85 GPH
30 Inches	2.76 GPH	3.19 GPH	3.56 GPH
36 Inches	3.31 GPH	3.82 GPH	4.27 GPH
42 Inches	3.86 GPH	4.46 GPH	4.99 GPH
48 Inches	4.41 GPH	5.09 GPH	5.70 GPH

Tests shall be made with a pressure recording gauge. The Contractor shall provide all piping for installing the gauge. Projects financed by the Farmer's Home Administration shall have a maximum leakage of 10 gallons per inch of pipe diameter per mile of pipe in 24 hours.

It is the Contractor's responsibility to remove all air from the line before testing and plug as required each end of the test section at his expense. Valves may be used at the Contractor's discretion. Contractor shall furnished all water for testing and flushing.

This testing applies to all pipelines (except gravity sewers) including but not limited to pipelines not supplied by pumps.

8.0 TESTING OF AIR MAINS

All plant air piping under low pressure shall be tested to 30 psi by 24 hour recording gauge and all joints being subject to a bubble test before any backfill is placed. All leaks shall be promptly repaired and piping retested.

9.0 DISINFECTION OF WATER DISTRIBUTION SYSTEM

All water mains, pipe fittings, valves, and hydrants installed or affected by the project through which water passes must be properly flushed and sterilized as required by ADEM, the State Board of Health, or any other governing state/local health or environmental agency. In general, procedures for flushing and disinfecting shall be in accordance with AWWA C651, latest revision, and as generally outlined in the *Installation Guide for Ductile Iron Pipe* published by the Ductile Iron Pipe Research Association.

Flushing velocities shall be at least 2.5 fps. For large diameter pipe, where it is impractical or impossible to flush the pipe at specified velocity, the Contractor shall clean the pipeline in place from the inside by brushing and sweeping, then flush the line. If required, the Contractor shall flush the pipe through flushing branches and remove branches after flushing is complete. Service connections and hydrants shall be flushed following pipeline flushing. Contractor shall provide temporary connections as required and operate all valves at least twice during flushing to ensure the complete piping system (including short runs and dead end runs) installed or affected during construction has been thoroughly flushed. Contractor shall provide hoses, temporary pipes, ditches, and other conduits as needed to dispose of flushing water without damage to adjacent properties.

Chlorine shall be used for disinfection. If adequate disinfection is not achieved with dry chlorine additions, liquid chlorine solution methods shall be employed. The Contractor shall furnish all chlorine, chemical feed pumps, generator sets, temporary valves and connections, materials, labor, and equipment required for proper disinfection of the piping system. The Contractor shall operate valves, hydrants, and appurtenances during disinfection to ensure that disinfecting solution is dispersed into all parts of pipeline, including dead-ends and areas that otherwise may not be treated. In no case shall the Contractor allow disinfecting solution to enter piping systems which are in service.

Samples will be taken to the State Health Department for analysis. If the samples do not meet the standards of the Health Department, the disinfection process shall be repeated until satisfactory test results are obtained. Approval of samples shall be secured before placing piping system in service. After disinfection, the Contractor shall flush water from pipeline and hydrants until water through the entire piping system is equal chemically and bacteriologically to the water supply. Contractor shall properly dispose of all disinfecting solution and flushing water in accordance with all applicable requirements and regulations. Contractor shall not allow flow into a waterway without adequate dilution or other satisfactory methods to prevent damage to adjacent properties and environment.

**STANDARD SPECIFICATION
FOR
GRASSING

SECTION 5**

1.0 GENERAL

This work shall consist of furnishing, planting and establishing an acceptable stand of grass or other vegetative cover for use and protection of the project. Work includes, but is not limited to temporary seeding as required, furnishing and placement of fertilizers and soil treatments, furnishing, inoculation, and planting of seeds, and the covering, compaction and maintenance of seeded areas. On all work on and adjacent to private property, the Contractor shall replace the disturbed materials with materials identical to those on the site. Sod shall be provided and installed wherever needed to match existing grass. In sensitive areas and when required by Owner during construction, grass and landscaping will be replaced immediately after primary construction (i.e. pipeline installation, etc.) is complete with Contractor accepting the risk of further disturbance due to testing, other clean-up, etc.

2.0 MATERIALS

Sodding and Seeding. The sod shall be native to the area with well matted roots. Sod containing weeds, other grasses, or fire ants shall not be accepted. The seed mixture, fertilizer, lime and rates of application of all these items shall be as specified herein as a minimum and as required to achieve full coverage. Topsoil shall be placed over the area to be seeded or sodded to a depth of 4 inches. Topsoil will be obtained from the original excavation stockpile. If sufficient topsoil is unavailable, the Contractor will obtain and deliver topsoil from another site at his expense. Topsoil shall be free from all rock or gravel.

2.1 SEED MIXTURES

Seeds and seed mixtures shall conform to the Alabama Department of Transportation Standard Specifications for Highway Construction, Section 860.01, latest edition. Permanent seed mixtures in areas subject to frequent mowing for planting zones 1 and 2 shall be 1A or 2A with mix adjusted as required for the season. All areas at treatment plants, pump stations, wells, and tanks, as well as all areas inside fencing, shall be considered frequently mowed areas. Seasonal temporary mixes shall be as specified for their respective permanent mix. Temporary grassing may be modified by the contractor as required for erosion control or to comply with his BMP plan. In areas not subject to frequent mowing, mix shall be 1E or 2E depending on the planting zone. Seed mixtures shall be modified when required to match adjacent grassing. No bahia grass shall be seeded.

3.0 PROCURING AND HANDLING SOD

Sod shall be kept moist and planted within three (3) days. Sod will not be allowed to dry out or freeze. Sod shall be machine-stripped at a uniform soil thickness with a minimum of two (2) inches of soil adhering to the roots when placed. Sod shall be live, fresh,

uninjured, and growing grass at the time of planting. Sod shall be handled in a manner that will prevent tearing, breaking, drying, or other damage. Sod shall be healthy when placed.

4.0 GROUND PREPARATION

The ground shall be plowed to a depth of not less than four (4) inches but not greater than eight (8) inches. The ground shall be cleared of all rock 3/4 inch (.75") or larger in size of any dimension, all construction debris, or other objectionable material by hand raking. After plowing and clearing, the ground shall be pulverized. Then, rock and debris-free topsoil shall be placed over the prepared area to a depth of four (4) inches, and mixed with the fertilizer and lime. After placement of topsoil, the ground shall be cleared of clods, all stones, rocks brush, roots, construction debris, or other objectionable material. In areas subject to frequent mowing, the ground shall be fine raked and hand picked to remove all gravel and rocks. Remove all other objects that may cause damage to mower blades. The Contractor shall supply water, and additional fertilizer if needed, for planting and growth without additional expense to the Owner.

5.0 PLANTING

Sod shall be placed on level, prepared soil at any time when ground is not wet or frozen. Sod shall be placed by butting edges of sod block and with alternating joints. Sod shall be used to fill in all voids after the sod has been laid. Roll sodded areas with hand-held roller to bond sod to soil and to smooth out rough spots. Completed sod shall be smooth, and free from irregularities. The Contractor shall maintain the planting until the final approval of the project which includes watering when necessary. Water shall be applied by the use of hose sprinklers, soaker hose, water truck with irrigation attachments or other watering equipment that will apply water in such as fashion as to avoid damaging areas. Seeded areas will have mulch applied at approximately two tons per acre to lessen the impact of erosion. All gullies and washes created shall be repaired and reseeded.

6.0 FERTILIZER AND SEED

When area is to be seeded, apply fertilizer in accordance with manufacturer's instructions at 500 lbs. per acre of 8-8-8 fertilizer or 300 lbs per acre of 13-13-13 fertilizer. Apply fertilizer after smooth raking of topsoil and prior to roller compaction. Do not apply fertilizer at same time or with same machine as will be used to apply seed. Mix thoroughly into upper 2 inches of topsoil. When growth has emerged and is growing normally, a second application of an approved nitrogen fertilizer shall be applied. Fertilizer shall be applied uniformly at a rate of 67 pounds of nitrogen per acre unless a higher rate is desired to enhance growth.

Apply seed at rates specified evenly into intersecting directions and rake in lightly. Exercise care in covering to preserve the grade so that areas adjacent to pavement are not left higher than paved surface. After sowing, seed bed shall be compacted immediately with a cultipacker, roller or approved drag. Compacting of seeding is not required when seed has been applied hydraulically or mulched.

Do not seed areas in excess of that which can be mulched on same day. Mulching material shall be oat or wheat straw, free from weeds, foreign matter detrimental to plant life. It shall be spread over all seeded areas at a minimum rate of approximately 2 tons

per acre, and shall be applied to a uniform depth in such a manner that not more than 10 percent of the soil surface is exposed. The use of wet hay or straw will not be permitted. Bailing twin shall be removed from mulch prior to placement.

Where temporary grass has been planted, the contractor shall establish the permanent grassing specified when weather and soil conditions are within the agronomic practice limits for the intended permanent species. Existing temporary vegetation shall be mowed to a height of approximately 3 inches or sprayed with an approved herbicide to retard future growth. The area shall be lightly scarified to prepare a suitable seed bed for permanent vegetation. Fertilize and permanent species shall be applied in the manner specified. Seed shall be covered by a second scarification followed by rolling. Scarification and rolling may be omitted when seed is spread by hydraulic equipment provided existing growth is 3 inches to 6 inches in height.

Erosion fabric shall be used when shown on the drawings, on all slopes greater than 3:1 and/or when the terrain requires use of erosion fabric. Fabric shall be woven jute fabric, open mesh construction smolder-resistant treated fabric shall be used and equal to Belton Anti-Wash/Geojute. Install fabric according to manufacturer's instruction.

Hydroseeding, when indicated in the plans to be provided, shall be accomplished with approved equipment, and all mixtures shall be constantly agitated from the time that they are mixed until they are finally applied to the seed bed. All such mixtures shall be used within eight hours from time of mixing. Nozzles or sprays shall not be directed toward the ground in such a manner as to cause erosion or runoff.

7.0 ACCEPTANCE

Acceptance of the planting shall be the satisfactory placement and growing of the material as determined by the Engineer. As a minimum, satisfactory stand for seeded grass must be a growing complete cover of grass, uniform in height, color, and density, in which gaps do not exceed the following:

1. Bare areas shall be scattered and not comprise more than 1/100 of any given area.
2. For frequently mowed areas, bare spots shall not exceed 4 square inches.
3. For infrequently mowed areas, bare spots shall not exceed 6 square inches.

Provide, at no additional cost to the Owner, watering, additional seed, additional fertilizer, and/or lime, etc., as required to achieve acceptance. It shall be the responsibility of the Contractor to secure a stand of grass such as will minimize loss of soil by erosion; to maintain all seeded areas until final acceptance of the work; and to restore or replace any portion of the grassing work that is found to be defective, or which results in an unsatisfactory stand of grass, or which becomes damaged prior to acceptance of the work. However, all grassing and coverage (whether seeded or sodded) through developed areas or in easements must match that existing prior to construction. Sod shall be level, well knitted and growing, covering the entire designated area.

If a satisfactory stand of grass or sod is not established then the area shall be re-seeded or re-sodded without any additional cost to the Owner. The responsibility of the Contractor shall continue to the following extent; should all other work at the site have been completed and accepted and should the Contractor have removed all forces and equipment from the plant site, he shall nevertheless, in the event of failure or partial failure of the grassing work, be obliged under the terms of the Bond given to the Owner to return such forces and

equipment to the plant site as are necessary to ensure the satisfactory completion of this portion of work under the Contract.

The Contractor shall mow all sites a minimum of two (2) times, a minimum of two weeks apart after the permanent species has been established, with a finish type mower to demonstrate that the site can be readily maintained by the Owner without difficulty and without damaging equipment. Repeat the mowings a minimum of two additional times if portions of the site are disturbed, regraded, or any work is performed or equipment moved off the site, or any other activity is performed that may affect the acceptance of the grassing. The mowings shall be at a close setting (i.e., low grass height) that will reveal any deficiencies from these Specifications and any debris or potentially damaging items.

The Owner shall not obligated to make any payment for grassing until an acceptable stand of grass meeting all the requirements of these specifications is achieved.

**STANDARD SPECIFICATION
FOR
PAVEMENT, GRAVEL, AND CONCRETE SURFACES**

SECTION 6

1.0 REMOVING AND REPLACING EXISTING PAVEMENT AND CONCRETE

No hard surface (pavement, concrete, etc.) shall be cut unless authorized. These surfaces shall be cut to a neat continuous line and replaced with same type material and thickness. Base course to be of same type material removed. Removal and replacing surfaced areas shall meet the requirements of the governing body. Should requirements not be in effect, the Contractor will replace these areas as indicated on the Plans or as required by the Engineer or the Owner. These surfaces shall not be replaced until authorized. All damaged hard surfaces shall be restored to its original condition and shall be replaced as soon as possible. If any inconvenience or potential inconvenience to the public is noted, the hard surfaces will be replaced immediately. Any repair after completion of the project or settlement under the replaced sections of hard surfaces will be at the expense of the Contractor. Unless otherwise noted, pavement replaced shall be included in the Unit Price Bid of Items except for repairs.

2.0 PAVEMENT

Construction and types of finished paving for roads, parking areas, and service areas shall be as shown on the Drawings or as specified below. All subgrade and base courses shall be in accordance with AHD Specification Section 301. The subgrade shall be prepared using materials in place. All depressions shall be filled with approved material compacted to same density as the remainder of the subgrade. Soft places in the subgrade shall be excavated and refilled with approved material or crushed stone so as to achieve the density specified for compacted fill. The base shall have a compacted thickness of base course under pavement of not less than 6 inches, and materials for base course shall be in accordance with AHD Specifications Sections, 823.02(d) and 826.02(d), or compacted pug mix. Subgrade and base shall be compacted to a minimum of 98% SPD. Surface of crushed stone finish shall be 2" of No. 4 gradation, compacted. Asphalt paving shall be pre-mixed bituminous pavement meeting the requirements of AHD Specifications Section 411. Base course shall be primed and pavement constructed in accordance with the provisions of AHD Specifications Section 410 except asphalt will be compacted. The pavement shall consist of binder course and wearing course. Binder course shall be Mix B (AHD Section 411.02) placed at the rate of 150 pounds per square yard, and wearing course shall be Mix A (AHD Section 411.02) placed at the rate of 110 pounds per square yard. Apply binder and wearing course at higher rates if called out on Plans. Pavement shall be installed smooth and level. Sufficient time shall lapse before the wearing course is installed on the binder course. The wearing course will be the last work on the job after all "punch" list items are completed. All dirt, mud, and other undesirable material shall be completely cleaned from the binder prior to placing the wearing course. Unless specifically requested by the Owner, the wearing course shall not be installed until after all site work is complete and after all activities that potentially damaged the asphalt are complete.

When asphaltting in cold, an ADOT Certified Testing Lab will be made available

by the Owner to measure surface temperature on which asphalt is to be placed as well as air and asphalt temperatures. As a minimum, air temperature shall be 40° and rising as well as the surface the asphalt is to be placed. The contractor will bear the cost of the laboratory testing for this situation.

If any settlement occurs under roadway, the entire roadway shall be resurfaced for at least 50 feet on both sides (100 feet total) of the settled trench. Where resurfaced segments approach within 50 feet of each other, the segment between resurfaced segments shall also be resurfaced, even though outside the 50 feet segment.

Prior to placing curb, gutter, concrete, or asphalt, etc., use survey equipment to check that all paving will properly drain to prevent puddle formation. Coordinate with Engineer and adjust grades as required to prevent ponding during rain or washdown.

3.0 CONCRETE WALKS AND OTHER SURFACES

All concrete walks shall be constructed on firm compacted subgrade or a crushed stone base of compacted thickness not less than 4 inches. The subgrade shall be damp when concrete is placed. Expansion joints shall be located where the walk changes direction, abuts a structure, top and bottom of steps, and not farther apart than 30 feet on a straight run. The expansion joint and filler shall be 3/8 inch thick asphaltic fiberboard with edges of the concrete rounded. Contraction joints 1 inch deep shall be cut across the walk not farther than 6 feet apart. Final finish will be lightly cross broomed.

Concrete parking areas and drives will be finished as described above with #5 rebar @ 10" o.c., e.w. added for reinforcing or as shown on the plans.

4.0 CURB, GUTTER, AND COMBINATION CURB AND GUTTER

This Sub-section shall cover the work of constructing Portland cement concrete gutter, curb, or combination curb and gutter, constructed with or without metal reinforcement. Curb and gutter shall be constructed in accordance with the plan details and these specifications at the locations shown on the plans or established in conformity with the lines, grades, dimensions, and cross sections shown on the plans or designated.

All materials shall conform to the requirements of Concrete Standard Specifications herein. The foundation shall be constructed or excavated to the required depth below the finished surface in accordance with the cross section shown on the plans or as designated. All soft or other unsuitable material shall be removed and replaced with suitable material, in layers not to exceed 4 inches compacted. The foundation shall be compacted as provided for the applicable types of material involved.

The Contractor shall use standard type metal forms or wood forms or if requested in writing and approved by the Engineer, an approved automatic extrusion type curb and/or gutter machine. These forms shall be straight except for radial sections, and free from warps and of sufficient strength, when staked, to hold the concrete true to line and grade without distortion. They shall provide the approved typical section and depth of the section shown on the plans. Radial or curved forms may be of flexible metal or a wood form of approved design. Bent or damaged forms shall not be used. All forms shall be securely staked, braced, and held together to the exact lines and grades established and shall be kept sufficiently tight to prevent leakage of mortar. All forms shall be cleaned and oiled with a suitable form oil immediately before concrete is placed against them.

Any automatic extrusion type curb and/or gutter machine considered for approval must be demonstrated to produce a section conforming to the dimensions, cross-section, lines, and grades shown on the plans. Failure to consistently produce an acceptable product shall be cause to withdraw approval of the machine and order the use of standard forms. All types of curbs, gutter, and combinations shall be placed in one operation, to the depth of cross section specified on the plans. The use of a two stage operation will not be permitted.

Gutter, curb, and combination curb and gutter shall be constructed in sections of the lengths shown on the plans. The length of section may be reduced where necessary to form closure. The handling, storage, proportioning, and mixing of concrete shall conform to the Concrete Standard Specification herein.

All expansion, contraction, and construction joints shall be constructed as shown on the plans. If not shown on the plans, joints shall be placed as follows:

1. Expansion joints shall be placed in curb and/or gutter to match those in concrete pavement where the two are adjacent.

2. Expansion joints shall be $\frac{3}{4}$ of an inch wide. They shall be placed where curb, gutter or combined curb and gutter terminate against concrete driveways and other concrete structures except inlets. The joints shall be placed at least 20 feet from the location of the termination of the curb, gutter or combined curb and gutter at inlets.

3. Expansion joint filler and sealer shall be one of the materials provided by AASHTO M 153 or AASHTO M 213 with the latter being modified to allow a maximum of 25% water absorption. Expansion joint filler shall extend from the bottom of the curb and/or gutter to within 1 inch of the top; the sealer shall be $\frac{3}{4}$ of an inch thick and shall be recessed $\frac{1}{4}$ of an inch from the top. Hot Applied Joint and Crack Sealant shall meet the requirements of AASHTO M 324 (ASTM D 6690) for Type I Sealant or Type II Sealant. Cold Applied Joint and Crack Sealant shall be a resilient adhesive compound capable of effectively sealing joints from infiltration of incompressible materials and water throughout repeated contraction and expansion cycles. The sealant shall be a homogeneous blend of materials, which may or may not require a primer. The sealant shall meet the requirements given in ASTM D 5893.

4. Contraction joints shall be placed in curb and/or gutter to match those in concrete pavement where the two are adjacent, but in no instance more than 20 feet between joints. The contraction joints shall be sawed or otherwise cut 2 inches deep by $\frac{1}{8}$ of an inch wide and shall extend 2 inches below the pavement surface.

The subgrade and forms shall be checked and approved just prior to placing concrete against them. All debris or other foreign material shall have been removed from the space to be occupied by the concrete. The subgrade shall be moist but not wet or muddy. After mixing, the concrete shall be placed in the forms and shall be tamped, spaded, or vibrated sufficiently to produce a dense homogeneous mass and to bring the mortar to the surface. Particular attention shall be given to spading the concrete along and against the surface of the forms to prevent honeycombing and secure a smooth, uniform surface.

When the forms are filled, the concrete shall be struck off with a template, cut to the curb edge design. The exposed concrete surface shall then be finished smooth with a wooden float in a manner that will compact the mass and produce a true, even top surface. Plastering with mortar to build up or finish will not be permitted. The surface of the gutter and the face and top of the curb shall be checked with a 10 foot straightedge and any irregularities more than $\frac{1}{4}$ of an inch in 10 feet corrected. The alignment and grade shall not at any point vary more than $\frac{1}{2}$ of an inch from that established by the elevation control

stakes. Excessive troweling with a steel trowel will not be permitted. A textured finish shall be provided on the exposed surface just before the concrete becomes nonplastic by the use of a burlap or cotton fabric drag, brush, or broom which will produce a uniform gritty texture along the length of the curb, gutter, or combination curb and gutter. The upper edges of curb and gutter shall be rounded with an approved edging tool to the radius shown on the plans. The joint templates shall be set during the placing of the concrete and allowed to remain in place until the concrete has set sufficiently to hold its shape, but shall be removed while the forms are still in place.

The forms shall be left in place until the concrete has set sufficiently so that they can be removed without damage to the work, but, unless otherwise directed, they shall be removed within 24 hours after the concrete has been placed. Immediately after the removal of the forms, the repair of any minor defective areas shall be accomplished.

Immediately after the finishing operation is completed, the concrete shall be cured. If mats are used, they shall be kept continuously moist for a period of at least 72 hours. During this period, and until completion and acceptance of the work, it shall be protected from damage by the elements or other cause. After the concrete has set sufficiently, spaces along the front and back sides of the gutter, curb, or combination curb and gutter, shall be backfilled to the required elevation with suitable material which shall be compacted.

**STANDARD SPECIFICATION
FOR
HORIZONTAL DIRECTIONAL DRILLING (HDD)**

SECTION 7

1.0 GENERAL

It is the intent of this specification to define the acceptable methods and materials for installing sanitary sewer and water mains by the horizontal directional drilling method and the requirements for high density polyethylene (HDPE), ductile iron pipe, or steel casing pipe installed by directional drilling, also commonly referred to as guided horizontal boring. This work shall include all services, equipment, materials, and labor for the complete and proper installation, testing, restoration of underground utilities, environmental protection and restoration and all miscellaneous work necessary for a complete and properly functioning project.

2.0 QUALITY ASSURANCE

The requirements set forth in this document specify a wide range of procedural precautions necessary to insure that the very basic, essential aspects of a proper directional bore installation are adequately controlled. Strict adherence shall be required under specifically covered conditions outlined in this specification. Adherence to the specifications contained herein, or the Engineer's approval of any aspect of any directional bore operation covered by this specification, shall in no way relieve the Contractor of their ultimate responsibility for the satisfactory completion of the work authorized under the Contract.

Directional drilling and pipe installation shall be done only by an experienced Contractor specializing in directional drilling and whose key office and field personnel have at least four (4) years experience in this work. Furthermore, the Contractor shall have installed directionally drilled ductile iron pipe at least as large as 8 inches in diameter, have performed crossings at least 200 feet in length, and successfully installed at least 40,000 feet in length, at least 2,000 of which shall have been ductile iron.

3.0 SUBMITTALS

Submit for information only before award of the Contract and as requested by the Owner the following:

1. Presentation of similar experience in the last 3 years. The project performance must be such that the Owners of the projects recommend the Contractor for similar work.
2. Include, but not limited to, Owner name, address, telephone number, contact person, date and duration and schedule of work, location, and pipe information.
3. Supervisory field personnel proposed for this project (including project superintendent) and historical information of their HDD experience.
 - a. At least one of the field supervisors listed must be at site when HDD operations are in progress. The superintendent shall also have HDD experience that is acceptable to the Owner.

If the Company's and the proposed personnel's HDD experience does not clearly meet all the experience required above, the Owner may reject that bid.

WORK PLAN: Two weeks prior to beginning work, the Contractor must submit to the Engineer a general work plan outlining the procedure and schedule to be used to execute the project. Plan should document the thoughtful planning required to successfully complete the project. The work plan shall contain:

1. Method of determining location and depth of all utilities, including all services to houses, etc. Note: It is the responsibility solely of the Contractor to determine all utility locations and depths and to make appropriate adjustments to avoid all utilities. The submission of a work plan does not change the responsibility of the Contractor.
2. Size, capacity, and arrangement of equipment.
3. Location and size of drilling and receiving pits.
4. Dewatering and methods of removing spoils material.
5. Method of installing detection wire and pipe, if applicable.
6. Type, location and method of installing locator station, if applicable.
7. Method of fusion pipe segment and type of equipment, if applicable.
8. Type of cutting head.
9. Method of monitoring and controlling line and grade.
10. Detection of surface movement.
11. Bentonite drilling mud for information only:
 - a. Products information, material specifications, and handling procedures.
 - b. Material safety data sheet and special precautions required.
 - c. Method of mixing and application.
12. Size of pilot hole and final hole.

EQUIPMENT: Contractor will submit specifications on directional boring equipment to be used to ensure that the equipment will be adequate to complete the project. Spares inventory shall be included.

MATERIAL: Specifications on material to be used shall be submitted to Engineer. Material shall include the pipe, fittings and any other item which is to be an installed component of the project.

PERSONNEL: Documentation of training and relevant experience of personnel shall be submitted.

4.0 EQUIPMENT REQUIREMENTS

The directional boring equipment shall consist of a directional boring rig of sufficient capacity to perform the bore and pullback the pipe, a boring fluid mixing and delivery system of sufficient capacity to successfully complete the crossing, a guidance system to accurately guide boring operations and trained and competent personnel to operate the system. All equipment shall be in good, safe operating condition with sufficient supplies, materials and spare parts on hand to maintain the system in good working order for the duration of this project.

The directional boring machine shall consist of a hydraulically powered system to rotate, push and pull hollow drill pipe into the ground at a variable angle while delivering a pressurized fluid mixture to a guidable drill (bore) head. The machine shall be anchored to the

ground to withstand the pulling, pushing and rotating pressure required to complete the project. The hydraulic power system shall be self-contained with sufficient pressure and volume to power boring operations. Hydraulic system shall be free of leaks. Rig shall have a system to monitor and record maximum pull-back pressure during pull-back operations. The rig shall be grounded during boring and pull-back operations. Sufficient spares shall be kept on hand for any break-downs which can be reasonably anticipated.

The bore head shall be steerable by changing its rotation and shall provide the necessary cutting surfaces and boring fluid jets for conditions encountered. If required, mud motors shall be of adequate power to turn the required boring tool.

Drill pipe shall be API steel drill pipe, in a class and diameter sufficient for the torque and longitudinal loads and fluid capacities required for the work. Only drill pipe inspected under API's Recommended Practice Specification API RP 7G within 30 days prior to start and certified as double white band or better shall be used.

The Guidance System shall be of a proven type and shall be setup and operated by personnel trained and experienced with this system. A conventional electromagnetic sound walkover system is not acceptable. Magnetic Guidance System (MGS) probe or proven gyroscopic probe and interface shall be used to provide a continuous and accurate determination of the location of the drill head during the drilling operation. The guidance shall be capable of tracking at the maximum depth required and in any soil condition, including hard rock. It shall enable the driller to guide the drill head by providing immediate information to the tool face, azimuth (horizontal direction), and inclination (vertical direction). The guidance system shall be sufficiently accurate to complete the project per the plans and specifications at the vertical depth and horizontal alignment of the borehole at sensing position of depths up to those encountered for the project.

The Guidance System shall be of a proven type equal to Paratrack and shall be setup and operated by personnel trained and experienced with this system. The Operator shall be aware of any geo-magnetic anomalies and shall consider such influences in the operation of the guidance system if using a magnetic system. The Guidance System shall be chosen by the Contractor to complete the project within the allowed tolerances.

The position of the drill string shall be monitored by the Contractor with the downhole survey instruments. Contractor shall compute the position in the X, Y and Z axis relative to ground surface from downhole survey data a minimum of once per length of each drilling pipe (approximately 31 foot interval). Deviations from the acceptable tolerances described in the Specifications shall be documented and immediately brought to the attention of the Engineer for discussion and/or approval. The profile and alignment defined on the construction drawings for the bores define the bore requirements. The Contractor shall maintain and provide to the Engineer, upon request, the data generated by the downhole survey tools in a form suitable for independent calculation of the hole profile. Between the entry or exit point, the Contractor shall provide and use a separate steering system employing a ground survey grid system wherever possible. The Contractor shall be solely responsible for controlling the position of the pipe and for keeping the pipe in acceptable locations.

A self-contained, closed, boring fluid mixing system shall be of sufficient size to mix and deliver boring fluid composed of bentonite clay potable water and appropriate additives. Mixing system shall be able to molecularly shear individual bentonite particles from the dry powder to avoid clumping and ensure thorough mixing. Mixing system shall continually agitate the boring fluid during boring.

Drilling fluid shall be composed of clean water and an appropriate additive. Water shall be from a clean source with a pH of 8.5 - 10. Water of a lower pH or with

excessive calcium shall be treated by the Contractor as required with the appropriate amount of sodium carbonate or equal. The water and additives shall be mixed thoroughly and be absent of any clumps or clods. No hazardous additives may be used. Boring fluid shall be maintained at a viscosity sufficient to suspend cuttings and maintain the integrity of bore wall.

The mud pumping system shall have a sufficient capacity and be capable of delivering the boring fluid at a constant pressure required by the operation. The delivery system shall have filters in-line to prevent solids from being pumped into the drill pipe. Connections between the pump and drill pipe shall be relatively leak-free. Used boring fluid and boring fluid spilled during boring operations shall be contained and properly disposed of. A berm, minimum of 12" high, shall be maintained around boring equipment, boring fluid mixing system, entry and exit pits and boring fluid recycling system (if used) to prevent spills into the surrounding environment. Pumps and or vacuum truck(s) of sufficient size shall be in place to convey excess boring fluid from containment areas to storage facilities.

Pipe rollers, if required, shall be of sufficient size to fully support the weight of the pipe while being hydro-tested and during pull-back operations. Sufficient number of rollers shall used to prevent excess sagging of pipe. Hydraulic or pneumatic pipe rammers or pullers may only be used if necessary and with the authorization of the Owner.

5.0 MATERIALS

Pipe shall be HDPE, steel, or ductile iron and are specified within these documents. HDPE joints shall be jointed by butt fusion techniques. Mechanical couplings are not permitted for joining of directional drilled pipe section. For HDPE pipe, sanitary sewer pipe exterior shall be green in color or contain green striping. Sanitary sewer pipe interior shall be light in color for internal video inspection. Water pipe exterior shall be blue in color or contain blue striping.

Ductile iron pipe will be restrained joint pipe equal to U.S. Pipe TR Flex. Sewer pipe will be lined with Protecto 401 epoxy. Ductile iron pipe will be installed in accordance with manufacturer's recommendations.

When steel pipe is directional drilled, it will be used as a casing pipe with the utility pipeline being installed therein. Specification for steel casing pipe and for installing utility lines within casing is presented in the Standard Specification in "Boring and Jacking" and the plans. Gravity sewer lines installed in casing pipe shall have no sags or bellies which hold water. Steel casing pipe may be upsized by the Contractor at his expense and if approved by the Engineer to provide greater tolerances for placing the gravity sewer line on proper and constant grade. Steel casing pipe shall be fully welded around its complete circumference.

Drilling fluid shall be Bentonite drilling mud compatible with the environment. Waste oil or environmentally non-compatible polymers cannot be part of composition.

Detection wire, if required by the plans, shall be TW, THW, THWN, or HMWPE insulated copper, 10 gage or thicker wire.

6.0 PROCEDURES

All pipe shall be cut, fabricated, and installed in strict conformance with the pipe manufacturer's recommendations. Joining, laying, and pulling of pipe shall be accomplished by personnel experienced in working with pipes used.

Pipes shall be stored on level ground, preferably turf or sand, free of sharp objects which could damage the pipe. Stacking of the polyethylene pipe shall be limited to a

height that will not cause excessive deformation of the bottom layers of pipes under anticipated temperature condition. Where necessary due to ground conditions, the pipe shall be stored on wooden sleepers, spaced suitably and of such widths as not to allow deformation of the pipe at the point of contact with the sleeper or between supports.

The handling of the joined pipeline shall be in such a manner that the pipe is not damaged by dragging it over sharp and cutting objects. Ropes, fabric, or rubber-protected slings and straps shall be used when handling pipes. Chains, cables, or hooks inserted into the pipe ends shall not be used. Two slings spread apart shall be used for lifting each length of pipe. Pipe or fittings shall not be dropped onto rocky or unprepared ground. Slings for handling the pipeline shall not be positioned at butt-fused joints. Sections of the pipes with cuts and gouges exceeding 10 percent of the pipe wall thickness or kinked sections shall be removed and the ends rejoined.

The open ends of all sections of joined and/or installed pipe (not in service) shall be plugged at night to prevent animals or foreign material from entering the pipe line or pipe section. Waterproof nightcaps of approved design may be used but they shall also be so constructed that they will prevent the entrance of any type of natural precipitation into the pipe and will be fastened to the pipe in such a manner that the wind cannot blow them loose. The practice of stuffing cloth or paper in the open ends of the pipe will be considered unacceptable.

Where possible, the pipe shall be raised and supported at a suitable distance back from the open end such that the open end will be below the level of the pipe at the point of support.

7.0 PRELIMINARY OPERATIONS

The Engineer must be notified 48 hours in advance of starting work. The Directional Bore shall not begin until the Engineer is present at the job site. The Engineer approval for beginning the installation shall in no way relieve the Contractor of the ultimate responsibility for the satisfactory completion of the work as authorized under the Contract.

Prior to any alterations to work-site, contractor shall photograph and video tape entire work area, including entry and exit points. One copy of which shall be given to Engineer and one copy to remain with Contractor for a period of one year following the completion of the project. If Contractor is using a magnetic guidance system, drill path will be surveyed for any surface geo-magnetic variations or anomalies.

Contractor shall place silt fence between all boring operations and any drainage, wetland, waterway or other area designated for such protection by contract documents, state, federal and local regulations. Additional environmental protection necessary to contain any hydraulic or boring fluid spills shall be put in place, including berms, liners, turbidity curtains and other measures. Contractor shall adhere to all applicable environmental regulations. Fuel or oil may not be stored in bulk containers within 200' of any water - body or wetland.

Contractor shall notify all companies with underground utilities in the work area to obtain utility locates. Once the utilities have been located Contractor shall physically identify the exact location of the utilities by vacuum or hand excavation, when possible, in order to determine the actual location and path of any underground utilities which might be within 20 feet of the bore path. Contractor shall not commence boring operations until the location of **all** underground utilities including but not limited to individual services within the work area have been verified by the Contractor.

The Contractor shall determine drilling length and equipment pull strength for type of soil or rock or combination encountered and provide method to control line and grade.

This includes a procedure to provide and maintain instrumentation that accurately locates the drill hole. Electronic monitoring of the horizontal and vertical drilling head location shall have an accuracy range within 1" of actual position of the pipeline. Record position readings at a maximum of 10 foot intervals.

Horizontal directional drilling shall consist of the drilling of a small diameter pilot hole from one end of the alignment to the other, followed by enlarging the hole diameter for the pipeline insertion. The exact method and techniques for completing the directionally drilled installation will be determined by the Contractor, subject to the requirements of these Specifications and the Plans.

The proposed plan installation locations as shown in the plans are based on alignments to accommodate acquired easements, to avoid obstructions based on assumptions and currently available information, and to properly maintain operation and flow requirements. The Contractor shall adjust alignments during construction to avoid utilities or other obstruction identified during construction. Alignment adjustments shall be approved by the Engineer. Alignment adjustments required shall be determined by the Contractor based on his equipment, successful installation, field conditions, etc.

A smoothly drilled pilot hole shall follow the design centerline of the pipe alignment described on the construction drawings as adjusted by the Contractor to avoid existing utilities (including services). The pilot hole shall be drilled with an angle of entry so that curvature of pilot hole does not exceed allowable bending radius of the pipe. Follow pipeline alignment on Drawings within tolerances specified herein. Before adjustments, notify Engineer for approval. Notify Engineer when forward motion of operation is stopped by an obstruction. Carefully drill through obstruction if it is not man made and maintain line and grade. Contractor decisions concerning withdrawals, abandonments, and restarts are at no additional cost to the Owner. Contractor shall exercise caution including but not limited to, locating utilities, drilling downholes (test pits) to observe drill stems or reamer assembly to clear other existing utilities, and drill location procedures.

In the event that a boring fluid fracture, inadvertent returns or returns loss occurs during pilot hole boring operations, Contractor shall cease boring, wait at least 30 minutes, inject a quantity of boring fluid with a viscosity exceeding 120 seconds as measured by a Marsh funnel and then wait another 30 minutes. If mud fracture or returns loss continues, Contractor will cease operations and notify Engineer. The Contractor shall present options on proceeding. Engineer and Contractor will discuss additional options and work will then proceed accordingly. Boring fluid fracture or other problems shall be the responsibility of the Contractor and will not relieve him of satisfactorily completing the job.

The Contractor shall be solely responsible for the means and methods of performing the work in a satisfactory manner in compliance with Contract requirements. The Engineer or Owner's review of Contractor plans, proposals, or submittals, etc., shall not in any way relieve the Contractor of his responsibilities. This applies to all aspects of the project.

8.0 PIPE INSTALLATION

For gravity sanitary sewer installations, sags in the pipeline shall not exist. If the pilot bore or final bore and pipe installation fails to conform to the tolerances specified, the Engineer may require a new pilot boring or completed bore to be made.

Reaming operations shall be conducted to enlarge the pilot. The number and size of such reaming operations shall be conducted at the discretion of the Contractor. Hold reaming diameter to 1.25 to 1.5 times the outside diameter of pipe being installed.

The Contractor shall prepare and submit a plan to the Engineer for approval for insertion of the pipe into the opened bore hole. This plan shall include pullback procedure, ballasting, use of rollers, side booms and side rollers, coating protection, internal cleaning, internal gauging, hydrostatic tests, dewatering, and purging. The required piping shall be assembled in a manner that does not obstruct adjacent roadways or public activities. The Contractor shall erect temporary fencing around the entry and exit pipe staging areas.

When installing the pipe, the Contractor shall provide a swivel to reaming assembly and pull section of pipe to minimize torsional stress on pull station. Protect pull section as it proceeds during pull back so that it moves freely and is not damaged. If required in plans, pull detection wire along with pipe. Extend wire into locator station at each end of pipe. When connecting to adjacent pulled or non-pulled section of pipe, allow pull section of pipe to extend past termination point. Make tie-ins the next day after pullback of pipe.

Test pit and pipe installation to verify horizontal and vertical alignment as shown on the drawings. Engineer may require additional test pit for each test pit that reveals pipeline installation is not in compliance with the Contract Documents and at no additional cost to the Owner. Contractor shall replace portions of the pipeline not in compliance with the Contract Documents at Engineer's requirements and at no additional cost to the Owner.

The maximum allowable pull exerted on the pipelines shall be measured continuously and limited to the maximum allowed by the pipe manufacturer so that the pipe or joints are not over stressed. The Contractor shall at all times handle the pipe in a manner that does not over stress the pipe. Vertical and horizontal curves shall be limited so that wall stresses do not exceed 50% of yield stress for flexural bending of the pipe. If the pipe is buckled or otherwise damaged, the damaged section shall be removed and replaced by the Contractor at his expense. The Contractor shall take appropriate steps during pullback to ensure that the pipe will be installed without damage.

The lead end of the pipe shall be closed during the pullback operation.

When water is encountered during operations, Contractor shall provide and maintain a dewatering system of sufficient capacity to remove water. Excavation shall remain free of water until backfill operation is in progress. Perform dewatering in such a manner that removal of soils particles are held to a minimum. Dewater into a sediment trap if necessary. The Contractor shall maintain close observation to detect settlement or displacement of surface and adjacent facilities. Contractor shall notify Engineer immediately if settlement or displacement is detected and act to maintain safe conditions and prevent damage. The Contractor shall be fully responsible for any and all settlement.

9.0 DRILLING FLUIDS

The Contractor shall maintain drilling fluid in bore hole to increase stability of the surrounding soil and reduce drag on pulled pipe. All disposal of drilling fluid and other spoils at location shall follow laws, ordinances, rules, and regulation of local jurisdiction. The Contractor shall fully comply with all State and Federal requirements. Disposal and transportation excess of fluids and other spoils to the disposal site shall be at no additional cost to the Owner. The Contractor shall minimize drilling fluid at locations other than entry and exit points and immediately clean up any drilling fluids that inadvertently surface. Clean water will be used for drilling. The Contractor may utilize water from the Owner's potable water system for drilling operations. The water shall be metered for accountability and may only be taken at approved locations. The Contractor is solely responsible for determining if water obtained from the potable water system is suitable for drilling purposes and for making any

adjustment necessary for drilling, e.g. pit, etc. If the Owner's water supply is not suitable, the Contractor shall provide a suitable water supply at no additional cost to the Owner.

During the drilling, reaming, or pullback operations, the Contractor shall make adequate provisions for handling the drilling fluids, or cuttings at the entry and exit pits. These fluids must not be discharged into the waterway. When the Contractor's provisions for storage of the fluids or cuttings on site are approached, these materials shall be hauled away to a suitable legal disposal site. The Contractor shall be solely responsible for locating the site and for fully complying with all regulations. The Contractor shall conduct his directional drilling operation in such a manner that drilling fluids are not forced through the subbottom into the waterway. Promptly after completion of the associated directional drilling work, the entry and exit pit locations shall be restored to original conditions. The Contractor shall comply with all permit provisions.

Pits constructed at the entry or exit point area shall be so constructed to completely contain the drill fluid and prevent its escape to the waterway. The Contractor shall utilize drilling tools and procedures which will minimize the discharge of any drill fluids. The Contractor shall maintain a closed loop drilling fluid system. The Contractor shall minimize drilling fluid disposal quantities by utilizing a drilling fluid cleaning system which allows the returned fluids to be reused.

During the entire operation, waste and leftover drilling fluids from the pits and cuttings shall be dewatered and disposed of in full accordance with all permits and regulatory agencies' requirements. Remaining water shall be cleaned by Contractor to meet permit requirements. The Owner will not accept any drilling fluid or drilling fluid residuals, water remaining from dewatering, or products, etc., into its sewer system or Wastewater Treatment Plant. It shall be the responsibility solely of the Contractor to find an acceptable disposal method in full compliance with all regulations, etc.

10.0 TESTING AND CLEANING

After the pipe is in place, cleaning pigs shall be used to remove residual water and debris. After the cleaning operation, the Contractor shall provide and run a sizing pig to check for anomalies in the form of buckles, dents, excessive out-of-roundness, and any other deformations. The sizing pig run shall be considered acceptable if the survey results indicate that there are no sharp anomalies (e.g. dens, buckles, gouges, and internal obstructions) greater than 2 percent of the nominal pipe diameter, or excessive ovality greater than 5 percent of the nominal pipe diameter. For gauging purposes, dent locations are those defined above which occur within a span of five feet or less. Pipe ovality shall be measured as the percent difference between the maximum and minimum pipe diameters. For gauging purposes, ovality locations are those defined above which exceed a span of five feet.

The pipe shall be tested after joining into continuous lengths prior to installation and again after installation. Pressure shall be monitored with certified instruments during the test. Erosion prevention procedures will be used during removal and discharge of the water. Testing shall be performed in accordance with these Specifications. All costs associated with testing shall be included in the established contract unit bid prices.

For sanitary sewer, a closed circuit camera will video the pipe to check for structural problems, sags, out of roundness, dents, buckles, etc. A tape will be provided to the Owner. Sags will be checked after water is run through pipeline. Sags will not be accepted. Any ponding water in pipe for gravity sewer will not be accepted.

11.0 ENVIRONMENTAL PROVISIONS

The Horizontal Directional Drilling operation is to be operated in a manner to eliminate the discharge of all water, drilling mud, and cuttings, etc., to the adjacent creek or land areas involved during the construction process. The Contractor shall provide equipment and procedures to maximize the recirculation or reuse of drilling mud to minimize waste. All excavated pits used in the drilling operation shall be lined by Contractor with heavy duty plastic sheeting with sealed joints to prevent the migration of drilling fluids and/or ground water.

The Contractor shall visit the site and must be aware of all structures and site limitations at the directional drill crossing and provide the Engineer with a drilling plan outlining procedures to prevent drilling fluid from adversely affecting the surrounding area.

The general work areas on the entry and exit sides of the crossing shall be enclosed by a berm to contain unplanned spills or discharge.

Waste cuttings and drilling mud shall be processed through a solids control plant comprised as a minimum of sumps, pumps, tanks, desalter/desander, centrifuges, material handlers, and haulers all in a quantity sufficient to perform the cleaning/separating operation without interference with the drilling program. The cuttings and excess drilling fluids shall be dewatered and dried by the Contractor to the extent necessary for disposal in offsite landfills at the Contractor's expense. Water from the dewatering process shall be treated by the Contractor to meet permit requirements and disposed of in accordance with arrangements made by the Contractor who shall be fully responsible for disposal. The cuttings and water for disposal are subject to being sampled and tested. The construction site and adjacent areas will be checked frequently for signs of unplanned leaks or seeps.

Equipment (graders, shovels, etc.) and materials (such as groundsheets, hay bales, booms, and absorbent pads) for cleanup and contingencies shall be provided in sufficient quantities by the Contractor and maintained at all sites for use in the event of inadvertent leaks, seeps or spills.

Waste drilling mud and cuttings shall be dewatered and dried such that it can be loaded by a front end loader, transferred to a truck and hauled offsite to a suitable disposal site. The maximum allowed water content of these solids is 50% of weight.

Due to a limited storage space at the worksites, dewatering and disposal work shall be concurrent with drilling operations. Treatment of water shall satisfy regulatory agencies before it is discharged.

12.0 EXISTING UTILITIES AND CONTROL OF THE WORK

The location of utilities shown on the plans is approximate and general in nature. The location of sanitary sewer services is completely arbitrary and totally assumed. These sewer services are shown only to remind the Contractor that there is a sewer service somewhere for that lot. It shall be the responsibility solely of the Contractor to locate all utilities of all types including all services to houses, residences, and businesses, etc.

It is important to note that gas services, underground electrical services, underground telephone services, and underground cable services also exist but are not shown in the plans. All services of all types shall be located by the Contractor prior to beginning construction. Such location shall include determining the depth (by the Contractor) of all services. The Contractor shall be solely responsible for selecting the methods of determining and verifying utility and service location and depth. The Contractor shall use the depths he

determines to plan his work and control the depth of the proposed waterline to avoid all the utilities and their associated services to the houses, etc. Determining the location of all utilities (including services) shall be the responsibility solely of the Contractor. Neither the Owner nor the Engineer shall be responsible for such location or planning of the work. The Contractor alone shall be responsible for avoiding all existing utilities and all existing services. There shall be no extra payment for measures necessary to avoid utilities or services, etc. The Contractor shall be responsible for all damages due to his work. The Contractor shall be responsible for arranging for and paying for prompt repair at his expense of any utilities and services that may be damaged due to this project. The Contractor shall include in his bid all costs associated with locating, adjusting, and repairing all utilities and all services, and repairing all damages to the satisfaction of the Owner.

The depth of rock is unknown along the route of the proposed waterline. It shall be the responsibility solely of the Contractor to determine the depth of rock where it may affect his work and to plan and perform his work accordingly. Some of the work may be in rock and some may be a mixed face of rock and soil. There shall be no extra payment where rock, or a mixed face of soil and rock, or other conditions, are encountered. The Contractor shall maintain the required location and depth of the proposed waterline regardless of whether or not rock or other conditions are encountered. The Contractor shall be solely responsible for selecting the means for controlling the installation of the water line.

The Contractor shall plan and always perform all work in a manner that is safe to his crews, to the residents and visitors of the neighborhood, and to the public. Always perform all work and keep the entire project (including but by no means limited to contractor or construction equipment and all appurtenances, etc.) in a manner that is safe during both working and non-working hours. Special attention and care shall be used in the vicinity of, or possible presence of, electrical and gas lines and facilities. Safety is the responsibility solely of the Contractor. Neither the Owner nor the Engineer is responsible for safety or for reviewing the safety practices of the Contractor.

**STANDARD SPECIFICATION
FOR
FENCING**

SECTION 8

1.0 TYPE "A"

Fencing shall be similar and equal to that manufactured by Anchor Post Fence, Division of Anchor Post Products, Inc. or Cyclone Fence Company, Division of U.S. Steel Corporation. The height will be 7 feet, including 3 strands of barbed wire. Wire fabric will be 9 gauge with 6 gauge finish, 2-inch mesh. Line post shall be a maximum 10 foot centers and be 2-1/4 inch beam weighing 4.1 pounds per foot or 2-1/2 inch O.D. pipe weighing 3.65 pounds per foot. Terminal posts shall be 2-1/2 inch square and weigh 5.79 pounds per foot or 3 inch O.D. pipe weighing 5.79 pounds per foot. Top rails shall be 1-5/8 inch weighing 2.28 pounds per foot. Post shall be set in concrete. Drive anchors may be used. Tension wires shall be provided. Entrance gates, unless otherwise indicated, shall be double 6 foot wide. Single entrance gates shall be 4 foot wide. When gates greater than double 6 foot up to double 12 foot wide are specified, terminal posts of 4 inch O.D. pipe weighing 9.11 pounds per foot with braced gates and trusses to be used. Gates shall have latching devices, padlocks (to match existing locks), plunger rod, and recess barrel for rod. Double gates shall have retaining devices to hold gates in fully open position. All gates will have chain and handhole. All materials shall be hot-dipped galvanized after fabrication. Where indicated on the drawings, all fencing and components shall be PVC coated, color to be selected by Owner from manufacturers standard colors. Chain link fabric shall conform to ASTM F-668, Class 2a. Fabric shall have a minimum coating thickness of 0.338 inches. All posts, rails, and fittings shall have a minimum 10 mil coating.

Where indicated on the drawings, fencing (including gates, etc.) shall be furnished with plastic vertical tubing (PVT slats) with colors selected by Owner.

Where indicated on the drawings, fencing shall be furnished with bottom bars (bottom rails) spanning between all posts. The bottom rails shall match the top rail. Install in a manner to provide maximum security.

2.0 TYPE "B"

Fencing will be galvanized hog wire, 47 inches high with three strands of barbed wire one foot above the hog wire. Barbed wire will be double twisted, 4 point, and 12-1/2 gauge. The fencing will be vertical wire of 10 gauge spaced at 6 inches and horizontal wire of 12-1/2 gauge spaced at 3 inches at the bottom and 8 inches at the top. Line post will be buried 30 inches at 10 foot centers and crossed braced at not more than 200 foot intervals. Corner and gate post shall be braced and be buried 36 inches in 12 inch diameter concrete. Double gates shall be welded of 1-3/8 inch O.D. tubular galvanized steel pipe with central support and a diagonal tension rod and turnbuckle. Double gates will be fitted with galvanized hinges and foot latches with lock clasp. Signs not to exceed 200 foot intervals and on each gate shall be aluminum enameled reading "DANGER - NO TRESPASSING" for wastewater lagoons. Materials to be used are specified below and on the Plans.

<u>POST</u>	<u>WOOD</u>	<u>METAL</u>
Line Post	4" diameter SYP treated with creosote oil at 16 pounds	"T" section steel, hot galvanized 1.33 pounds per foot
Braces	same as line post	2" steel, hot galvanized
Corner and Gate	6" diameter SYP treated with creosote oil at 16 pounds	2" angle or 2" i.d. pipe, hot galvanized

3.0 GENERAL

All signs attached to fences and gates will be attached with stainless steel wire or bolts.

All fencing, gates, and appurtenances shall be installed in a manner that fully protects the security of the site.

Where fencing work includes modifications or connections to existing fencing, maintain the security provided by the existing fencing at all times throughout construction.