BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE, ALABAMA

ESLAVA CREEK FORCE MAIN
REPLACEMENT
PHASE 3: BAKER STREET TO WILLIAMS
WASTEWATER TREATMENT FACILITY

CWSRF PROJECT NO: CS010281-19
McCRORY & WILLIAMS PROJECT NO.
M5712-2650

McCrory Williams
INCORPORATED

3207 INTERNATIONAL DRIVE SUITE G MOBILE, ALABAMA 36606 (251) 476-4720 (251) 476-4721 fax mobile@mcwinc.com

August 2020

Bid Set No. ____

BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE, ALABAMA

Proposal, Contract Documents and Specifications

ESLAVA CREEK FORCE MAIN REPLACEMENT PHASE 3: BAKER STREET TO WILLIAMS WASTEWATER TREATMENT FACILITY

McCrory and Williams Project No. M5712-2650

McCRORY & WILLIAMS, INC. 3207 INTERNATIONAL DRIVE SUITE G MOBILE, ALABAMA 36606

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TABLE OF CONTENTS

CONTRACT DOCUMENTS

PROPOSAL
CONTRACT
BID BOND
CONTRACT BOND
LABOR AND MATERIALS BOND

SPECIAL PROVISIONS

CONSTRUCTION SPECIFICATIONS

SECTION 10

Amendment to Section 3, Paragraph 3.07, Insurance	Standard Specifications for Sanitary Sewers, Water Mains	
Amendment to Section 3, Paragraph 3.07, Insurance	and Sewage Pumping Stations	10.34
Amendment to Section 7, Paragraph 7.19, Safety and Health Requirements for for Construction. 10.36 Amendment to Section 8, Paragraph 8.13, Payments to Contractor. 10.37 Amendment to Section 20, Paragraph 20.01 B, Installation Plan. 10.38 Description. 10.39 Best Management Practices Plan for Construction Activities 10.40 Vendor Application 10.41 SSO and Unpermitted Discharge 10.42	Amendment to Section 3, Paragraph 3.07, Insurance	10.35
Amendment to Section 8, Paragraph 8.13, Payments to Contractor. 10.37 Amendment to Section 20, Paragraph 20.01 B, Installation Plan. 10.38 Description. 10.39 Best Management Practices Plan for Construction Activities 10.40 Vendor Application 10.41 SSO and Unpermitted Discharge 10.42	Amendment to Section 7, Paragraph 7.19, Safety and Health Requirements for	
Amendment to Section 20, Paragraph 20.01 B, Installation Plan. 10.38 Description. 10.39 Best Management Practices Plan for Construction Activities 10.40 Vendor Application 10.41 SSO and Unpermitted Discharge 10.42	for Construction	10.36
Description	Amendment to Section 8, Paragraph 8.13, Payments to Contractor	10.37
Best Management Practices Plan for Construction Activities 10.40 Vendor Application 10.41 SSO and Unpermitted Discharge 10.42	Amendment to Section 20, Paragraph 20.01 B, Installation Plan	10.38
Best Management Practices Plan for Construction Activities 10.40 Vendor Application 10.41 SSO and Unpermitted Discharge 10.42	Description	10.39
Vendor Application	Best Management Practices Plan for Construction Activities	10.40
SSO and Unpermitted Discharge	Vendor Application	10.41
Reporting Unpermitted Discharges	SSO and Unpermitted Discharge	10.42
	Reporting Unpermitted Discharges	10.43

Hazardous Environmental Condition at Site (Contingency)

Basis of Payment

Receipt of Bids

10.44

10.46

10.47

SUPPLEMENTAL GENERAL CONDITIONS FOR SRF PROJECTS

APPENDIX A - Sample Fraction Mitigation Contingency Plan for Directional Drilling

ADVERTISEMENT FOR PREQUALIFICATION OF CONTRACTORS AND FOR BIDS FROM BIDDERS WHO ARE PREQUALIFIED

Prequalification Proposals (Letters of Interest (LOI) and Statements of Qualifications (SOQ)) from General Contractors (Construction Service Firms) shall be submitted and will be received by the Board of Water and Sewer Commissioners of the City of Mobile, Alabama ("Board"), at the Wesley A. James Operations Center, 4725 Moffett Road, Suite A, Mobile, AL 36618-0249; UNTIL 2:00 PM, LOCAL TIME, JULY 2, 2020, for the following project: CWSRF Contract No. CS010281-19, ESLAVA CREEK FORCE MAIN REPLACEMENT — PHASE 3, McCrory & Williams, Inc Project No. M5712-2650 for consideration of approval to bid this project. Prequalified Bidders will be notified in writing on or about JULY 9, 2020, at which time Bid and Construction Documents will be made available to bidders.

Instructions for SOQ packages may be inspected at the Board's offices at 4725 Moffett Road, Suite A, Mobile, AL, or requested at the offices of McCrory & Williams, Inc, 3207 International Drive, Suite G, Mobile, Alabama 36606.

As one of the conditions of submitting a SOQ, it must be understood that knowledge and experience is extremely important. Therefore, the construction firm will have to submit evidence and proof acceptable to the Board of their ability, knowledge, experience, training of supervisory personnel and labor, and will be required to submit evidence and proof that construction firm has performed work of a similar nature within the last twenty-four (24) months and that such work was satisfactorily and safely completed.

Qualifications of any sub-contractor(s) used to obtain prequalification status are to be included in the firm's statement of qualifications. Contractors should pay special attention to the Board's Supplier Diversity Program requirements to ensure prequalification packages include the required documentation as to participation of diverse sub-contractor(s) and suppliers to meet the Board's goals of the Contractor's good faith efforts to secure such participation.

The Owner reserves the right to reject any or all proposals, to waive technical errors, and/or abandon this process if, in their judgment, the best interests of the Owner will thereby be promoted.

All General contractors seeking prequalification status are required to submit the prequalification documents enclosed and clearly marked on the outside of the package as follows: "CONFIDENTIAL – STATEMENT OF QUALIFICATIONS – ESLAVA CREEK FORCE MAIN REPLACEMENT - PHASE 3," Board of Water and Sewer Commissioners of the City of Mobile, Alabama ATTN: Douglas L. Cote, PE, Assistant Director of Operations, 4725 Moffett Road, Suite A, Mobile, AL 36618-0249.

<u>Sealed bid proposals will be received only from Prequalified General Contractor Bidders</u> by the Board of Water and Sewer Commissioners of the City of Mobile, Alabama ("Board"), at the Wesley A. James Operations Center, 4725 Moffett Road, Suite A, Mobile, AL 36618-0249; <u>UNTIL 12:00 PM LOCAL TIME; ON MONDAY, AUGUST 3, 2020</u>, and then publicly opened and read at 12:30 p.m.

The Work of the project includes, but is not limited to the following:

The construction of approximately ten thousand (10,000) linear feet of thirty-six inch (36") sanitary sewer forcemain, bypass/crossover connections of the existing 48" PCCP to the new 36" forcemain, 1,340 linear feet of directional drilling, including one crossing of Southern drain and multiple railroad crossings with 54" steel encasement installations, and all related appurtenances.

The project is located on the south side of Baker Street just east of Broad Street, continues east on the south side of Baker Street then runs southerly just west of Yeend Street, then to the east along the south side of abandoned Yeend Street and to the south on south side of Yeend Street until the tie-in at the C.C. Williams Wastewater Treatment Facility.

Copies of the Bidding Documents may be obtained from the Consulting Engineer, upon payment of \$200.00 for each (printed) set. Said cost represents the cost of printing, reproduction, handling, and distribution, therefore no refund will be granted. Checks shall be made payable to "McCrory & Williams, Inc." Bid documents will be mailed only upon receipt of deposit. No Contract Documents will be issued later than twenty-four (24) hours prior to bid submission time.

Refer to MAWSS Policy No. DBE 16-01 Disadvantaged Business Enterprise Policy for Public Works Act Contracts, which states that contractors shall make a demonstrated good faith effort to award <u>fifteen</u> <u>percent (15%)</u> of the contract amount to certified Disadvantaged Business Enterprises as subcontractors and/or suppliers performing commercially useful functions which are consistent with contract requirements. Further information for requirements during the bidding and contract performance phases are provided in Policy No. DBE 16-01 and should be considered by prospective bidders. <u>Also, bidders must list all DBE subcontractors and suppliers on the provided Subcontracting Plan form to be submitted with the package.</u>

A <u>Mandatory Pre-Bid Conference</u> will be held at the MAWSS Main Training Room at the Park Forest Facility, 4725A Moffett Road, Mobile, AL 36618 on Wednesday, July 24, 2020 at 10:00 A.M. Local Time, to discuss bidding and project requirements. Prospective prequalified bidders and subcontractors are required to attend.

Bids must be submitted on the standard forms included with the Contract Documents. The following contract bid documents, Bid Proposal, Bid Bond, Subcontracting Plan, SSO and Unpermitted Discharge Prevention Notification, and any addendum attachments shall be printed on yellow color paper and tabbed. The Contractor shall be responsible for preparing its bid package in accordance with this guideline.

The Owner's intent is to use funding through the Clean Water State Revolving Loan for this project. Additional requirements beyond those of the Board of Water and Sewer Commissioners of the City of Mobile, Alabama and the State of Alabama bid law are included in this project and are outlined in Supplemental General Conditions for SRF Assisted Wastewater Facilities Construction Contracts of the project specifications.

Envelopes containing bids must be sealed and delivered to the Director, Board of Water and Sewer Commissioners of the City of Mobile, Alabama, 4725A Moffett Road, Mobile, Alabama 36618-0249: "Bid for Constructing CWSRF Contract No. CS010281-19, ESLAVA CREEK FORCE MAIN REPLACEMENT – PHASE 3, McCrory & Williams, Inc Project No. M5712-2650, to be opened at 12:30 p.m., Local Time, AUGUST 3, 2020". The Bidder's Alabama State Contractor's License Number and discipline shall be on the envelope.

Bid guarantee in the form of certified check, bid bond, or Irrevocable Letter of Credit acceptable to the Board will be required for at least 5% of the bid amount, not to exceed \$10,000.

The Board reserves the right to reject any and all bids and to waive any informality in bids received.

THIS INVITATION FOR PREQUALIFICATION OF CONTRACTORS AND FOR BIDS FROM BIDDERS WHO ARE PREQUALIFIED IS CONDENSED FOR ADVERTISING PURPOSES. ADDITIONAL INFORMATION/REQUIREMENTS FOR BIDDERS CAN BE FOUND IN THE CONTRACT DOCUMENTS.

THE BOARD OF WATER AND SEWER
COMMISSIONERS OF THE CITY OF
MOBILE, ALABAMA

INFORMATION FOR BIDDERS

- No bid will be accepted or read from a bidder who is not on the list of entities who have picked up a set of Plans and Specifications for this project. Only entities which have picked up a set of Plans and Specifications from McCrory & Williams, Inc. and placed their names on the list of plan holders will be allowed to bid on this project. This does NOT include an electronic set of plans and specifications received via email for review. Bids must be submitted upon the standard forms, furnished by the Board of Water & Sewer Commissioners of the City of Mobile, Alabama, included in the Project Specifications.
- Guarantee will be required with each bid for at least 5% of the amount of the bid not to exceed \$50,000 filed in the form of a certified check, Bid Bond, or irrevocable Letter of Credit acceptable to the Owner payable to the Board of Water & Sewer Commissioners of the City of Mobile, Alabama. Bid Bonds shall include certification that the bonding company is listed in Circular 570 of the U. S. Treasury Department. The name, address, telephone number, and contact person for the bonding company shall also be included.
- The Contractor shall furnish either a "Contract Bond" and a "Labor and Material Bond" or an irrevocable "Letter of Credit" acceptable to the Owner. All bonds and letters of credit shall be for 100% of the contract price.
- Bids must be submitted upon the Standard forms furnished by the Board of Water & Sewer Commissioners of the City of Mobile, Alabama, included in the Project Specifications. Bidders shall be listed as plan holders.
- The right is reserved, as the interest of the Owner may require, to reject any and all bids and to waive any informalities in bids received. Failure to complete and sign the "Proposed Subcontracting Plan" in the Proposal will be cause for rejection of bid. In the event that no subcontractors will be used, the form shall read zero and shall be signed.
- Sanitary Sewer Overflows (SSOs) and unpermitted discharges of wastewater to the environment are a violation of Federal and State laws, as well as a breach of this Contract. The Contractor and associated subcontractors, vendors, and other entities and persons chosen to complete this Work shall not, through act or omission, discharge untreated wastewater to the environment or cause wastewater to back up into a building. The Contractor hereby agrees to indemnify the Owner if the Owner is assessed penalties or fines, receives regulatory actions, or has actions, suits, or claims filed against it by any person or entity as a result of SSOs or unpermitted discharges caused by act or omission of the Contractor and/or any entity or person performing Work in the Contractor's behalf under this contract. The Contractor shall reimburse the owner for all damages, losses, penalties, fines, judgments, interest, costs, and expenses of every nature incurred by the Owner, including but not limited to reasonable attorneys' fees, arising from or

associated with each SSO or unpermitted discharge. In addition, the Contractor shall pay the penalties as identified in the Contract Documents to the Owner for SSOs and unpermitted discharges caused by the Contractor and/or entity or person performing Work in the Contractor's behalf, regardless of whether such SSOs or discharges reach waters of the State.

• Failure to complete the "SSO and Unpermitted Discharge Prevention Notification" in the Proposal will be cause for rejection of bid.

CONTRACT DOCUMENTS

PROPOSAL

TO: BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE, ALABAMA

Submitted:		
	(Date)	

The undersigned, as Bidder, hereby declares that he has examined the site of the Work and informed himself fully in regard to all conditions pertaining to the place where the Work is to be done; that he has examined the Plans and Specifications for the Work and contractual documents relative thereto, and has read all General Conditions and Special Provisions furnished; and that he has satisfied himself relative to the Work to be performed.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the Board of Water and Sewer Commissioners of the City of Mobile, Alabama in the form of contract specified to furnish all materials, equipment, machinery, tools, apparatus, permits, means of transportation and labor necessary to complete the construction of:

ESLAVA CREEK FORCE MAIN REPLACEMENT PHASE 3: BAKER STREET to WILLIAMS WASTEWATER TREATMENT FACILITY

McCRORY & WILLIAMS PROJECT NO. M5712-2650

in full and complete accordance with the shown, noted, described and reasonably intended requirements of the Plans, Specifications and Contract Documents to the full and entire satisfaction of the Board of Water and Sewer Commissioners of the City of Mobile, Alabama with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the lump sum or unit prices listed opposite each item.

It is agreed that the description under each item, being briefly stated, implies, although it does not mention, all incidentals and that the prices stated are intended to cover all such work, materials and incidentals as constitute Bidder's obligations as described in the Specifications and any details not specifically mentioned, but evidently included in the Contract shall be compensated for the item in which it most logically is included.

The quantities for bid items listed on the Proposal sheet are estimated quantities only for the purpose of comparing bids. Any differences between these estimated quantities and actual quantities required for construction shall not be taken as a basis for claims by the Contractor for extra compensation. Compensation will be based on the lump sum or unit prices and actual construction quantities.

BASE BID- ESLAVA CREEK FORCE MAIN REPLACEMENT PHASE 3: BAKER STR. TO WILLIAMS WWTF

ITEM#	DESCRIPTION	UNIT OF MEAS	QTY	UNIT PRICE DOLLARS/ CENT	TOTAL DOLLAR/ CENTS
SS-6	36" DUCTILE IRON SANITARY SEWER FORCEMAIN (TYTON JOINT OR EQUAL), CLASS 51, ZINC COATING EXTERIOR, TNEMEC OR PERMOX INTERIOR LINING	LF	1050		
SS-6A	36" DUCTILE IRON SANITARY SEWER FORCEMAIN (TR- FLEX OR EQUAL), CLASS 51, ZINC COATING EXTERIOR, TNEMEC OR PERMOX INTERIOR LINING	LF	2,700		
SS-6B	36" PVC SANITARY SEWER FORCEMAIN (DR21), OPEN CUT INSTALLATION	LF	4,500		
SS-6C	36" HDPE SANITARY SEWER FORCEMAIN, (SDR13.5, DIPS) BORED FROM STA 261+25 TO 266+75	LF	550		
SS-6D	36" HDPE SANITARY SEWER FORCEMAIN, (SDR13.5, DIPS) BORED FROM STA 279+50 TO 287+50	LF	850		
SS-10	CONCRETE VALVE MANHOLES (72" DIAMETER PRECAST MANHOLE WITH 36" COMPOSITE LID)	EA	7		
SS-11	DUCTILE IRON FITTINGS FOR FORCEMAINS (MJ, COMPACT) (TNEMEC OR PERMOX INTERIOR	LBS	85,000		
SS-11A	36" M.J. ADAPTOR FOR HDPE TO DUCTILE IRON FITTING	EA	4		
SS-11CO	CONTINGENCY PAY ITEM FOR TWO (2) M.J. SLEEVES WITH 40' OF DUCTILE IRON PIPE (TR-FLEX, TNEMEC OR PERMOX INTERIOR) FOR FUTURE DRIVEWAYS	LS	1	\$50,000.00	\$50,000.00
SS-15	AIR AND VACUUM VALVE ASSEMBLY	EA	10		
SS-20	36"X36" DUCTILE IRON TEE FOR FORCEMAIN (MJ, COMPACT) (TNEMEC OR PERMOX INTERIOR) (INTERCONNECTION AT STA 277+05)	EA	10		
SS-20A	36" GATE VALVE WITH GEAR (M.J.) (INTERCONNECTION AT STA 277+05)	EA	2		
SS-20B	36" MEGA-LUG SERIES 1136 (FOR DUCTILE IRON PIPE) (INTERCONNECTION AT STA 277+05)	EA	7		
SS-20C	36" DUCTILE IRON CAP (INTERCONNECTION AT STA 277+05)	EA	1		
SS-21	36"X12" DUCTILE IRON TEE FOR FORCEMAIN (MJ, COMPACT) (TNEMEC OR PERMOX INTERIOR) (STA 304+32)	EA	1		

ITEM#	DESCRIPTION	UNIT OF MEAS	QTY	UNIT PRICE DOLLARS/ CENT	TOTAL DOLLAR/ CENTS
	12" GATE VALVE WITH BOX (M.J.) (STA				
SS-21A	304+32)	EA	1		
SS-21B	36" MEGA-LUG SERIES 1136 (FOR DUCTILE IRON PIPE) (STA 304+32)	EA	2		
SS-21C	12" DUCTILE IRON CAP (STA 304+32)	EA	1		
SS-21D	12" DUCTILE IRON SANITARY SEWER FORCEMAIN (TYTON JOINT OR EQUAL) (ZINC COATED EXTERIOR)(TNEMEC OR PERMOX INTERIOR), CLASS 51 (STA 304+32)	LF	10		
SS-21E	12" MEGA-LUG SERIES 1112 (FOR DUCTILE IRON PIPE) (STA 304+32)	EA	3		
SS-22	36"X36" DUCTILE IRON TEE FOR FORCEMAIN (MJ, COMPACT) (TNEMEC OR PERMOX INT.) (INTERCONNECTION AT STA 304+51)	EA	1		
SS-22A	36" GATE VALVE WITH GEAR (M.J.) (INTERCONNECTION AT STA 304+51)	EA	2		
SS-22B	36" MEGA-LUG SERIES 1136 (FOR DUCTILE IRON PIPE) (INTERCONNECTION AT STA 304+51)	EA	7		
SS-22C	36" DUCTILE IRON CAP (INTERCONNECTION AT STA 304+51)	EA	1		
SS-23	36"X24" DUCTILE IRON TEE FOR FORCEMAIN (MJ, COMPACT) (TNEMEC OR PERMOX INTERIOR) (STA 304+70)	EA	1		
SS-23A	36" GATE VALVE WITH GEAR (M.J.) (STA 304+70)	EA	1		
SS-23A-1	24" GATE VALVE (M.J.) (STA 304+70)	EA	1		
SS-23B	24" MEGA-LUG SERIES 1124 (FOR DUCTILE IRON PIPE) (STA 304+70)	EA	3		
SS-23B-1	36" MEGA-LUG SERIES 1136 (FOR DUCTILE IRON PIPE) (STA 304+70)	EA	4		
SS-23C	24" DUCTILE IRON CAP (STA 304+70)	EA	1		
SS-24	48"X36" DUCTILE IRON TEE FOR FORCEMAIN (MJ, COMPACT) (TNEMEC OR PERMOX INTERIOR) (STA 312+95)	EA	1		
SS-24A	36" GATE VALVE WITH GEAR (M.J.) (STA 312+95)	EA	1		
SS-24B	48" DUCTILE IRON SANITARY SEWER FORCEMAIN (TYTON JOINT OR EQUAL) (ZINC COATED EXTERIOR) (TNEMEC OR PERMOX INTERIOR), CLASS 51 (STA 312+95)	LF	10		

ITEM#	DESCRIPTION	UNIT OF MEAS	QTY	UNIT PRICE DOLLARS/ CENT	TOTAL DOLLAR/ CENTS
SS-24C	48" MEGA-LUG SERIES 1148(FOR DUCTILE IRON PIPE) (STA 312+95)	EA	- 6		
SS-24C-1	36" MEGA-LUG SERIES 1136 (FOR DUCITLE IRON PIPE) (STA 312+95)	EA	2		
SS-24D	48" DUCTILE IRON SLEEVE (M.J.) (TNEMEC OR PERMOX INTERIOR) (STA 312+95)	EA	2		
BF-1	BORROW EXCAVATION (SAND/CLAY BACKFILL)	CYIP	2,400		
BF-1A	BORROW EXCAVATION (STONE)	CYIP	9,000		
PA-2	TEMPORARY ASPHALT PATCH	SY	100		
PA-3	REMOVE AND REPLACE ASPHALT STREET (330 LB/SY)	SY	700		
PA-3A	SAWCUT EXISTING ROADWAY	LF	150		
PA-4	REMOVE AND REPLACE CONCRETE DRIVEWAY AND APRON	SY	200		
PA-5	REMOVE AND REPLACE CONCRETE CURB AND GUTTER (CONTINGENCY)	LF	700		
PA-6	REMOVE AND REPLACE EXISTING CONCRETE SIDEWALK (4" THICK, 5-FT WIDE) (CONTINGENCY)	SY	200		
PA-7	MILLING EXISTING ROADWAY FOR ASPHALT TIE-IN	SY	100		
GC-4	36" MEGA-LUG SERIES 1136 (FOR DUCTILE IRON PIPE)	EA	140		
GC-4A	36" MEGA-LUG SERIES 2236 (FOR PVC PIPE)	EA	20		
GC-5	POLYETHYLENE SHEATH	LF	3,500		
GC-8	STUFF EXISTING 54" STEEL ENCASEMENT PIPE (STA 219+12 TO 219+42)	LF	30		
GC-8A	INSTALL AND STUFF NEW 54" STEEL ENCASEMENT PIPE (STA 232+00 TO 232+50)	LF	30		
GC-8B	INSTALL AND STUFF NEW 54" STEEL ENCASEMENT PIPE (STA 239+00 TO 239+50)	LF	50		
GC-8C	INSTALL AND STUFF NEW 54" STEEL ENCASEMENT PIPE (STA 256+00 TO 256+45)	LF	45		
GC-8D	INSTALL AND STUFF NEW 54" STEEL ENCASEMENT PIPE (STA 277+75 TO 278+25)	LF	50		
GC-8E	STUFF EXISTING 72" STEEL ENCASEMENT PIPE (STA 295+25 TO 296+05)	LF	80		
GC-8F	INSTALL AND STUFF NEW 54" STEEL ENCASEMENT PIPE (STA 302+50 TO 303+50)	LF	100		

ITEM#	DESCRIPTION	UNIT OF MEAS	QTY	UNIT PRICE DOLLARS/ CENT	TOTAL DOLLAR CENTS
GC-8G	INSTALL AND STUFF NEW 54" STEEL ENCASEMENT PIPE (STA 305+00 TO 305+20) (CONTINGENCY)	LF	20		
GC-9CO	TIE NEW 4" FORCEMAIN PIPE INTO NEW AIR RELEASE VALVE ON NEW 36" FORCEMAIN AND INSTALL A NEW 4" GATE VALVE (STA 276+90) (CONTINGENCY)	LS	1	\$25,000.00	\$25,000.00
GC-11	RESTORATION OF PROPERTY (INCLUDES SOLID SOD)	LS	1		
GC-12	REMOVE AND REPLACE FENCING (MATCH-IN-KIND)	LF	2,300		
GC-12A	REMOVE AND REPLACE GATE (MATCH-IN- KIND)	EA	2		
GC-12B	TEMPORARY FENCING	LF	2,300		
GC-12C	TEMPORARY GATE	EA	2		
GC-17	CONCRETE FOR SEWER CONSTRUCTION	CYIP	180		
GC-18	RAILROAD ASSEMBLY REMOVAL	LF	1,500		
GC-19	MISCELLANEOUS UTILITIES RELOCATION (CONTINGENCY)	LS	1	\$30,000.00	\$30,000.00
GC-20	MISC. STORM DRAINAGE PIPE REPLACEMENT	LS	1.	\$50,000.00	\$50,000.00
GC-21	PRESSURE TESTING AND PLACE IN SERVICE	LS	1		
GC-22	MOBILIZATION/DEMOBILIZATION	LS	1		
GC-23	CONTRACT BOND AND INSURANCE [NOT TO EXCEED 3%]	LS	1		
HA-1	CONTAMINATION HANDLING ALLOWANCE- SOIL (CONTINGENCY)	CYIP	5,000		
HA-1A	CONTAMINATION HANDLING ALLOWANCE- GROUNDWATER (CONTINGENCY)	GAL	125,000		
TC-1	TRAFFIC CONTROL FOR CONSTRUCTION (INCLUDES PLAN, IMPLEMENTATION, AND MAINTENANCE)	LS	1		
EC-1	EROSION CONTROL FOR CONSTRUCTION (INCLUDES PLAN, IMPLEMENTATION, AND MAINTENANCE)	LS	1		
CO-1	CONTINGENCY PAY ITEM FOR WORK OF SIMILAR NATURE UTILIZING BID ITEMS TO BE DETERMINED BY ENGINEER	LS	1	\$500,000.00	\$500,000.00
				BID TOTAL	\$

Note:

1. Proposals in which the unit or lump sum prices bid are obviously unbalanced may be rejected in accordance with section 2.06, Irregular Proposals of MAWSS standard specifications.

The Bidder further proposes and agrees hereby to commence the Work with an adequate force, plant and equipment at the time stated in the notice to the Contractor from the Engineers to proceed, and fully complete performance within **TWO-HUNDRED SEVENTY** (270) consecutive calendar days from and after the date stated in said notice.

The undersigned further agrees that, in case of failure on his part to execute the said Contract and the bond within 5 consecutive calendar days after written notice being given of the award of the Contract, the check or bid bond in the amount of 5 percent of this bid accompanying this bid, and the monies payable thereon, shall be paid into the funds of the Board of Water and Sewer Commissioners of the City of Mobile, Alabama as liquidated damages for such failure; otherwise the check or bid bond accompanying this Proposal shall be returned to the undersigned:

Attached hereto is	a certified c	heck on the	he			
		Bank	of			
or a Bid Bond for th	ne sum of _					
				_ Dolla	urs (\$	
made payable to Alabama.	the Board	of Water	and	Sewer	Commissioners of the	ne City of Mobile
			Ву		(Legal Signature)	
					(Printed Name and Tit	le)
			Witne		(Legal Signature)	
			Witne	ss:	(Legal Signature)	

ADDRESS:	
CONTRACTOR'S LICENSE NO:	
PIDDED colonovilodes a societ of the fellowing ADDENDA	
BIDDER acknowledges receipt of the following ADDENDA:	

PROPOSED SUBCONTRACTING PLAN

SUBCONTRACTORS

The Bidder further proposes that the following subcontracting firms or businesses may be awarded subcontracts for the following portions of the Work in the event that the Bidder is awarded the Contract (use additional sheets, if required):

<u>Mechanical</u>	
Name	
Street	City
Instrumentation and Control (Sha supplier, requires total system res	Il be Agent and/or representative of the computer system sponsibility for control devices and system)
Name	
Street	City
<u>Electrical</u>	
Name	
Street	City
<u>Others</u>	
Name	
Street	City
Name	
Street	City

Failure to affix a handwritten signature at the end of the following notification may be cause for rejection of bid.

SSO AND UNPERMITTED DISCHARGE PREVENTION NOTIFICATION:

Sanitary Sewer Overflows (SSOs) and unpermitted discharges of wastewater to the environment are a violation of Federal and State laws, as well as a breach of this Contract. The Contractor and associated subcontractors, vendors, and other entities and persons chosen to complete this Work shall not, through act or omission, discharge untreated wastewater to the environment or cause wastewater to back up into a building. Contractor hereby agrees to indemnify the Owner if the Owner is assessed penalties or fines, receives regulatory actions, or has actions, suits, or claims filed against it by any person or entity as a result of SSOs or unpermitted discharges caused by act or omission of the Contractor and/or any entity or person performing Work in the Contractor's behalf under this Contract. The Contractor shall reimburse the owner for all damages, losses, penalties, fines, judgments, interest, costs, and expenses of every nature incurred by the Owner, including but not limited to reasonable attorneys' fees, arising from or associated with each SSO or unpermitted discharge. In addition, the Contractor shall pay the penalties as identified in the Contract Documents to the Owner for SSOs and unpermitted discharges caused by the Contractor and/or entity or person performing Work in the Contractor's behalf, regardless of whether such SSOs or discharges reach waters of the State.

Estimated Volume Spilled	Penalty Amount
0 to 10,000 gallons	\$1,000
10,001 to 25,000 gallons	\$2,000
25,001 to 50,000 gallons	\$2,500
50,001 to 150,000 gallons	\$3,000
More than 150,000 gallons	\$6,000

I, having authority to execute this document, have reviewed the above Notification, th								
Contractor Name								
Street	City							
Signature								

SUBCONTRACTING PLAN

In order for your proposal to be considered, you, as Bidder, must complete all blanks in this Subcontracting Plan and sign with a handwritten signature where indicated below.

Failure to fill in the blanks on this Subcontracting Plan and/or to include a handwritten signature will be cause for rejection of your bid.

It is MAWSS's goal that in all contracts, contractors shall make a demonstrated good faith effort to award 15% of the contract amount to certified Disadvantages Business Entities [DBE's] / Diverse Suppliers as subcontractors and/or suppliers performing commercially useful functions which are consistent with contract requirements.

Copies of MAWSS DBE Policy 16-01 [for public works projects], DBE/Supplier Diversity Policy 17-01 [for contracts for other goods and services], MAWSS's list of certified Disadvantaged Business Enterprises [DBE's] / Diverse Suppliers, and lists of organizations that have information on DBE's / Diverse Suppliers are available from MAWSS's Supplier Diversity Office (251-694-3194) or from the MAWSS website, www.mawss.com.

PLEASE STATE WHAT PERCENTAGE OF THE WORK FOR THIS CONTRACT YOU PLAN TO AWARD TO DBE/DIVERSE SUPPLIER SUBCONTRACTORS AND/OR VENDORS:	(Total %)
ESTIMATED TOTAL DOLLAR AMOUNT TO BE AWARDED TO DBE/DIVERSE	(Total \$)
AMOUNT BID FOR THIS CONTRACT:	(Total \$)

If the above percentage is zero or is less than 15%, be sure to include your Affidavit of Contractor's Good Faith Efforts to Meet Subcontractor / Vendor Diversity Goals and all supporting documentation in your bid package.

Please list below all subcontractors and suppliers which you plan to use for this contract. Also indicate which of these are DBE's / Diverse Supplier by writing "yes" or "no" where indicated. Also list for each the percentage of the total contract amount to be performed by each and the certification group the DBE / Diverse Supplier is certified with. Attach additional sheets if needed. [If you are not using any subcontractors or vendors, you will need to write "zero" below and sign the form.]

SUBCONTRACTOR/ VENDOR NAME	DBE / Diverse Supplier? Yes or No	% OF CONTRACT AMT.	CERTIFICATION GROUP (MAWSS, ALDOT, ADECA, SRMSDC, BCIA)
	<u> </u>		
			
CAUTION: ACCURATELY COMPLETE ALL	PARTS OF THIS FORM AND	SIGN BELOW:	
WE WILL EXERCISE GOOD FAITH TO COM	MPLY WITH THIS PLAN AND	MAWSS'S DBE REQUIRE	MENTS.
	BIDDER		

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we,	(Name of Bidder)	
	(Name of Bidder)	
		, as Principal
	(Address)	
and		
	(Name of Surety)	
of		
	(Address)	, as Surety,
jointly and severally, hereby bind ourselve Board of Water and Sewer Commission	ers of the City of Mobile, Alabama, a	is the Owner in the PENA
SUM of five percent (5%) of the amoun Dollars (\$10,000.00).	t of the Principal's bid, but in no even	nt more than Ten Thousan
THE CONDITION OF THIS OBLIGAT	ION is that the Principal has submitted to	the Owner the attached bid,
which is incorporated herein by reference, for	or the Project identified as:	
Eslava Creek Force Mai Phase 3: Baker Street to Williams Wa	-4 m	No. M5712-2650
NOW, THEREFORE, if, within the term	s of the Bid Documents, the Owner acce	ents the Principal's hid and
the Principal thereafter either:	and a second the second the second	epis me i imerpars olu and
(a) executes and delivers a Construction	n Contract with the required Contract an	d Labor and Material Bond
(each in the form contained in the	e Bid Documents and properly completed as prescribed in the Bid Documents, or	d in accordance with the bid
(b) fails to execute and deliver such (pays the Owner the difference, n	Construction Contract with such Bonds and of to exceed the Penal Sum of this Bondount for which the Owner may award a Count for which the Owner may award a Country for whic	between the amount of the
	oid, otherwise it shall remain in full force	e and effect
The Surety, for value received, hereby stipul not in any manner be impaired or affected be principal's bid, and the Surety does hereby was	ates and agrees that the obligation of the	Surety under this Bond shall
SIGNED AND SEALED this	day of	
ATTEST:	PRINCIPAL:	
	Zan de la constanta de la cons	
	D.	
	ByName a	nd Title
ATTEST:		
ATTEST:	SURETY:	
	ByName a	nd Title
pproved 11/21/2016	Name a	nd i ide

CONTRACT

THIS AGREEMENT made and entered into the day of	_20	by
and between		,
(Contractor)		
hereinafter "Contractor," and the Board of Water and Sewer Commiss City of Mobile, Alabama, hereinafter "Owner."	ioners	of the
WITNESSETH:		
The Contractor, for the consideration hereinafter fully set out hereby agrees Owner, as follows:	with th	ne
1. The Contractor shall furnish all materials and perform all Work as set following Contract Documents: Invitation for Bids, and any Addenda thereto and all Documents submitted therewith; Standard Specifications of the Boar and Sewer Commissioners of the City of Mobile, Alabama; any Specification Owner provide with the Invitation for Bids which are specific to this Contract Conditions; Special Provisions; Detailed Specifications; this Contract form; Drawings and Addenda; all of which are attached hereto and made a part of Contract, as if fully set forth herein:	r; Proports; Pro	osal ater e ral
ESLAVA CREEK FORCE MAIN REPLACEMENT PHASE 3: BAKER STREET TO WILLIAMS WASTEWATER TREATME McCRORY & WILLIAMS PROJECT NO. M5712-2650	NT FAC	CILITY
2. The Contractor shall commence performance of this Contract on a dispecified in a written order of the Owner and shall fully complete all Work he two-hundred seventy (270) consecutive calendar days from and after said shall include all construction, delivery of materials and items, and other obligion contractor under this Contract.	ereunde I date. "	er within 'Work"
3. The Owner hereby agrees to pay to the Contractor for the faithful per the Contract, subject to additions and deductions as provided in the Specific Proposal, in lawful money of the United States as follows:		
Approximately		

4. The Owner shall make monthly partial payments to the Contractor on the basis of a duly certified and approved estimate of Work performed during the preceding calendar month by the Contractor. The Owner may retain five percent (5%) of the amount of such estimate until fifty percent (50%) of the Work has been completed. The Owner may hold this retainage until all Work has been performed strictly in accordance with this Contract and until all Work has been accepted by the Owner, and all obligations of the Contractor under this Contract have been satisfied.

), in accordance with lump sum and unit prices set forth in the Proposal.

- 5. Upon submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills, and other costs incurred by the Contractor in connection with the performance of this Contract have been paid in full, and upon satisfaction by the Contractor of all other obligations under this Contract, final payment on account of this Contract shall be made within thirty days (30) after the completion by the Contractor of all Work covered by this Contract and the acceptance thereof by the Owner.
- 6. The parties hereto acknowledge and agree that time is of the essence for performance of this Contract. The parties agree that in the event the Work is not completed within the time herein specified, the Owner may retain from the compensation otherwise to be paid to the Contractor the sum of \$650.00 per day for each day thereafter, Sundays and holidays included, that the Work remains uncompleted. The parties agree that this dollar amount represents their agreed upon stipulation as to the damages which the Owner will have sustained per day due to the failure of the Contractor to complete the Work within the time stipulated, and that this amount is not a penalty.
- 7. Sanitary Sewer Overflows (SSOs) and unpermitted discharges of wastewater to the environment are a violation of Federal and State laws, as well as a breach of this Contract. The Contractor and associated subcontractors, vendors, and other entities and persons chosen to complete this Work shall not, through act or omission, discharge untreated wastewater to the environment or cause wastewater to back up into a building. The Contractor hereby agrees to indemnify the Owner if the Owner is assessed penalties or fines, receives regulatory actions, or has actions, suits, or claims filed against it by any person or entity as a result of SSOs or unpermitted discharges caused by act or omission of the Contractor and/or any entity or person performing work in the Contractor's behalf under this Contract. The Contractor shall reimburse the Owner for all damages, losses, penalties, fines, judgments, interest, costs, and expenses of every nature incurred by the Owner, including but not limited to reasonable attorney's fees, arising from or associated with each SSO or unpermitted discharge. In addition, the Contractor shall pay the penalties identified in the Contract Documents to the Owner for SSOs and unpermitted discharges caused by the Contractor and/or any entity or person performing Work in the Contractor's behalf, regardless of whether such SSOs or discharges reach waters of the State.
- 8. The parties hereto further agree hereto that if at any time after the execution of this Contract and the Contract Bond hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the Work, the Contractor shall at its expense, within five (5) days after the receipt of notice from the Owner to do so, furnish an additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be due under this Contract until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the Owner.

IN WITNESS WHEREOF the representatives of the parties hereto have executed this Contract by signing below, with full authority as the act of each party, to be effective as of the day and date first above written in two (2) counterparts, each of which shall, without proof or accounting for the other counterpart, be deemed an original Contract.

BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE, ALABAMA

By(Legal Signature)
(Printed Name and Title)
(Contractor)
By(Legal Signature)
(Printed Name and Title)

NOTARY ACKNOWLEDGEMENTS

STATE OF		
COUNTY OF		
Before me, the undersigned Notary Pupersonally appeared for the above Owner is signed above, a acknowledged before me that he/she so Contractor.	, whose r and who, after being by i	name as me first duly sworn,
Given under my hand and seal this	day of	, 20
	[Print Name]:	
	My Commission expire	es:
STATE OF		
Before me, the undersigned Notary Pupersonally appeared for the above Contractor is signed above acknowledged before me that he/she somethic contractor.	, who ve, and who, after being	se name as by me first duly sworn,
Given under my hand and seal this	day of	, 20
	[Print Name]	
	My Commission	

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS: That we		
(hereinafter the "Principal")		
and		
(hereinafter the "Surety")		
are held and firmly bound unto the Board of Water and Sewer Commissioners of the City of Mobile, Alabama (hereinafter the "Board") in the penal sum of		
Dollars (\$		
for the faithful performance of a certain written Contract dated the day of,		
20, entered into between the Principal and the Board, for the following		
construction project or other work (hereinafter the "Contract"):		

ESLAVA CREEK FORCE MAIN REPLACEMENT PHASE 3: BAKER STREET TO WILLIAMS WASTEWATER TREATMENT FACILITY McCRORY & WILLIAMS PROJECT NO. M5712-2650

a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW THEREFORE, this Bond and all obligations hereof shall remain in full force and effect until all covenants, terms, and conditions of the Contract for the work referenced above have been fully performed. The conditions of this Bond and its obligations are further described as follows:

The Principal shall faithfully perform all terms and conditions of the Contract and shall fully pay all obligations incurred in connection therewith. The Principal shall honor all obligations of every nature relative to the Contract.

The Principal shall save the Board harmless from any and all liability of every nature, kind, and character which may be incurred in connection with the performance or fulfillment of the Contract and from any and all other such liability resulting from negligence or otherwise on the part of the Principal and/or any entity performing work or providing materials on the Principal's behalf for the Contract. The Principal shall further save the Board harmless from all costs and damages which may be suffered by reason

CONTRACT BOND PAGE 2

of the failure to fully and completely perform said Contract. The Principal shall fully reimburse and repay the Board for all expenditures of every kind and description which may be incurred by the Board in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract. The Principal shall pay all lawful claims of persons, firms, partnerships, corporations, and other entities for all labor performed and material furnished in connection with the performance of the Contract. Failure to pay any such claims of persons, firms, partnerships, or corporations shall give them a direct right of action against the Principal and Surety under this obligation.

Any alterations or additions which may be made under the Contract or in the Work to be done under it, or the giving by the Board of any extensions of time for the performance of the Contract, or any other forbearance on the part of either the Board or the Principal shall not, in any way, release the Principal and Surety, or either of them, their heirs, executors, administrators, successors, or assigns for their liability hereunder, notice to the Surety of any such alteration, extension, or forbearance being expressly waived.

All obligations of this Bond shall remain in full force and effect until the performance of all covenants, terms, and conditions herein stipulated, and after such performance in full, it shall become null and void.

IN TESTIMONY WHEREOF witness the handle day of, 20,	nands and seal of the parties hereto on this
Executed in two (2) counterparts.	
	By
	(Principal)
Witness:	
(Legal Signature)	(Printed Name and Title)
	Dv
	By(Surety)
Witness:	
(Legal Signature)	(Printed Name and Title)
By	
(Alabama Resident Agent)	
(Printed Name and Title)	

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we	
	, as Principal,
and	, as Surety, are held and
firmly bound unto the Board of Water and Sewer Comm	nissioners of the city of Mobile,
Alabama, hereafter called the "Obligee", in the penal sur	m of
lawful money of the United States, for the payment of w bind ourselves, our heirs, personal representatives, succe firmly by these presents.	which sum well and truly to be made, we essors, and assigns, jointly and severally,
WHEREAS, said Principal has entered into a certain Co, 20, (hereinafter called the	ontract with said Obligee, dated e "Contract) for the construction of:

ESLAVA CREEK FORCE MAIN REPLACEMENT PHASE 3: BAKER STREET TO WILLIAMS WASTEWATER TREATMENT FACILITY McCRORY & WILLIAMS PROJECT NO. M5712-2650

which Contract and the Specifications for said Work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors, shall promptly make payments to all persons supplying him or them with labor, materials, feed-stuffs or supplies for or in the prosecution of the Work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. PROVIDED, however that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials, feed-stuffs, or supplies for or in the prosecution of the Work provided for in said Contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the Work provided for in said Contract is to be

performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement, including warranties, of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint

(Chief Executive Officer of Surety Company)

as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

- (c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.
- (d) In no event shall the Surety be liable for a greater sum than the obligation of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement, including warranties, of said Contract.
- (e) This bond is given pursuant to the terms of Act No. 39, General Laws of Alabama, approved February 8, 1935, entitled "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

LABOR AND MATERIAL BOND PAGE 3

Executed in two (2) counterparts.			
SIGNED, SEALED AND DELIVERED	THIS	day of	, 20
	Ву		
	(Pr	incipal)	(Seal)
Witness:			
(Legal Signature)		(Printed Name	and Title)
	By		
		(Suret	ty)
Witness:			
(Legal Signature)		(Printed Nan	ne and Title)
By			
(Alabama Resident Agent)			
(Printed Name and Title)			

SPECIAL PROVISIONS

SECTION 10

SPECIAL PROVISIONS

10.34 <u>STANDARD SPECIFICATIONS FOR SANITARY SEWERS, WATER MAINS AND SEWAGE PUMPING STATIONS:</u>

All work under this Contract shall be done in accordance with the Board of Water and Sewer Commissioners of the City of Mobile, Alabama "Standard Specifications for Water Mains, Sanitary Sewers and Sewage Pumping Stations," (referred to as the "Board's Standard Specifications") latest revision, and as amended herein. Copies of these Standard Specifications are on file at the office of the Mobile Area Water & Sewer System. See www.mawss.com

10.35 AMENDMENT TO SECTION 3, PARAGRAPH 3.07 INSURANCE

This subsection shall be amended to include the following paragraph:

In addition to meeting the Insurance Requirements of MAWSS Standard Specification Section 3.07, the Contractor shall also obtain Railroad Protective Liability Insurance with limits of \$2M each occurrence/ \$6M aggregate and with the Alabama State Port Authority (ASPA) also listed as additional insured.

10. 36 <u>AMENDMENT TO SECTION 7, PARAGRAPH 7.19, SAFETY AND HEALTH REQUIREMENTS FOR CONSTRUCTION</u>

This subsection shall be amended to include the following new paragraph.

NOTICE TO CONTRACTS, VENDORS, SUPPLIERS AND DELIVERY COMPANIES PERFORMING WORK FOR THE BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE:

1. Any party performing work or making deliveries on Mobile Area Water and Sewer System (MAWSS) property, public property, or private property for the MAWSS shall report details of any accident causing injury to employees other than MAWSS personnel within 24 hours to the designated MAWSS employee having responsibility for that work site or work activity.

Upon notification to appropriate MAWSS site personnel, the Contractor will notify the MAWSS Safety Department in written format as found on the "MAWSS Contractor Accident Report" so that records may be maintained for informational purposes.

The Board of Water and Sewer Commissioners will not accept liability for accidents or injury to personnel, damage to equipment or theft of property involving contractors, vendors, suppliers or delivery companies.

2. To conduct business with the Board of Water and Sewer Commissioners, contractors, vendors, suppliers or delivery companies must certify in writing that they have in force a drug and alcohol policy at least equal to that established for the Mobile Area Water and Sewer System's zero tolerance drug policy.

10.37 <u>AMENDMENT TO SECTION 8, PARAGRAPH 8.13, PAYMENTS TO CONTRACTOR:</u>

Delete the first paragraph and in its place, substitute the following paragraph:

"The CONTRACTOR shall submit a payment estimate on or before the 1st day of each calendar month for work performed the preceding calendar month. Within 10 days of receipt of the estimate, the ENGINEER will review, approve, and forward the estimate to the OWNER, or return the estimate to the CONTRACTOR for needed corrections. Upon receipt of an estimate which has been reviewed by the ENGINEER, the BOARD will consider the estimate at its next scheduled meeting, and within ten (10) calendar days after BOARD approval, will make a partial payment to the CONTRACTOR on the basis of an approved and certified estimate. To ensure the proper performance of this Contract, the OWNER will retain five (5) percent of the amount of each estimate until 50 percent of the Contract amount is reached and no further retainage will be withheld (unless a different amount is stipulated in the Special Provisions). All material and work covered by partial payments made shall thereupon become the sole property of the OWNER but this provision shall not be construed as relieving the CONTRACTOR from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the OWNER to require the fulfillment of all of the terms of the Contract."

10.38 AMENDMENT TO SECTION 20, PARAGRAPH 20.01B, INSTALLATION PLAN:

Add the following to the Installation Plan:

3. The directional boring Contractor shall prepare a Frac-Out Contingency Plan (FCP) and submit to the Engineer for review and approval prior to commencing any drilling activities. Refer to Appendix A for a Sample FCP.

10.39 DESCRIPTION:

The work consists of the following:

Installation of 36" sanitary sewer force main infrastructure from the intersection of Broad Street and Baker Street just south of Baker Street and Yeend Street to the Williams Wastewater Treatment Plant.

10.40 BEST MANAGEMENT PRACTICES PLAN FOR CONSTRUCTION ACTIVITIES:

The Contractor shall implement an Erosion Control Plan for construction activities. If the Board of Water and Sewer Commissioners is cited by ADEM for non-compliance with the Erosion Control Plan or Excessive Erosion as the result of non-compliance by the Contractor, the Contractor shall be held responsible for any monetary fines imposed.

10.41 VENDOR APPLICATION:

The Contractor is required to have a vendor application on file with the Mobile Area Water & Sewer System prior to receiving a contract. The Contractor may submit the application with their bids, but has to be on file or submitted before award of the project. Vendor

applications can be obtained by contacting the Purchasing Department of the Mobile Area Water & Sewer System.

10.42 SSO AND UNPERMITTED DISCHARGE PREVENTION:

Sanitary Sewer Overflows (SSOs) and unpermitted discharges of wastewater to the environment are a violation of Federal and State laws, as well as a breach of this Contract. The Contractor and associated subcontractors, vendors, and other entities and persons chosen to complete this Work shall not, through act or omission, discharge untreated wastewater to the environment or cause wastewater to back up into a building. The Contractor hereby agrees to indemnify the Owner if the Owner is assessed penalties or fines, receives regulatory actions, or has actions, suits, or claims filed against it by any person or entity as a result of SSOs or unpermitted discharges caused by act or omission of the Contractor and/or any entity or person performing Work in the Contractor's behalf under this Contract. The Contractor shall reimburse the owner for all damages, losses, penalties, fines, judgments, interest, costs, and expenses of every nature incurred by the Owner, including but not limited to reasonable attorneys' fees, arising from or associated with each SSO or unpermitted discharge. In addition, the Contractor shall pay the penalties as identified in the Contract Documents to the Owner for SSOs and unpermitted discharges caused by the Contractor and/or entity or person performing Work in the Contractor's behalf, regardless of whether such SSOs or discharges reach waters of the State.

Estimated Volume Spilled	Penalty Amount	
0 to 10,000 gallons	\$1,000	
10,001 to 25,000 gallons	\$2,000	
25,001 to 50,000 gallons	\$2,500	
50,001 to 150,000 gallons	\$3,000	
More than 150,000 gallons	\$6,000	

10.43 REPORTING SSOs AND UNPERMITTED DISCHARGES:

The CONTRACTOR shall immediately report any unpermitted discharges and sanitary sewer overflows (SSOs), including, but not limited to, manhole overflows, lift station overflows, sewer line breaks, and collection system by—pass spills to the ENGINEER, if applicable, or OWNER. The Contractor must record all unpermitted discharges or SSOs on the Contractor SSO/Unpermitted Discharge Reporting From shown in Appendix N of this document. The Owner will file an SSO Report with ADEM upon receiving notification of the SSO. The Contractor shall also clean the area impacted by the SSO and mitigate any damages to the environment or public health resulting from the spill.

If the CONTRACTOR does not properly report an unpermitted discharge or sanitary sewer overflow and the overflow is learned of by other means, the Contractor shall pay the Owner \$5,000.

The CONTRACTOR causing the unpermitted discharge or SSO may be named in any regulatory and public notifications regarding the spill.

10.44 HAZARDOUS ENVIRONMENTAL CONDITION AT SITE (CONTINGENCY):

- A. CONTRACTOR shall be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.
- B. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby; and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing).
- C. CONTRACTOR shall be prepared to address said hazardous conditions in accordance with its health and safety plan to complete the project.
- D. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against 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 resolutions costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone whom CONTRACTOR is responsible. Nothing in this Paragraph shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- E. CONTRACTOR shall be responsible for coordinating any exchange or material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws and Regulations.

10.45 BASIS OF AWARD:

The OWNER shall award the Contract to the lowest responsible and responsive BIDDER based on the TOTAL BID.

The OWNER reserves the right to reject any and all bids at their sole discretion.

10.46 BASIS OF PAYMENT:

Supplement to Basis of Payment and Method of Measure:

SS-6 36" Ductile Iron Sanitary Sewer Forcemain (Tyton Joint or equal), Class 51, Zinc Coating Exterior, Tnemec or Permox Interior Lining: The unit price bid for this pay item shall be compensation in full for furnishing all labor, equipment, materials and incidentals necessary to furnish and install one (1) linear foot (LF) of ductile iron pipe, complete in place and in accordance with the plans and these specifications. Pipe shall be ductile iron pipe, Class 51, or better, Tyton Joint or approved equal. The exterior of all direct buried ductile iron pipe shall be coated with a zinc coating and wrapped in polyethylene sheathing (payment for the polyethylene sheathing shall be included in a different pay item). The interior of all ductile iron sewer pipe is to be coated with Tnemec or Permox. Measurement for payment will be made along the centerline of installed pipe, such measurement starting at the centerline of installed pipe and terminating at the centerline of junctions or to the various ends. There will be no deductions in measured length for specials, fittings, or valves installed in the line.

SS-6A 36" Ductile Iron Sanitary Sewer Forcemain (TR- Flex or equal), Class 51, Zinc Coating Exterior, Tnemec or Permox Interior Lining: The unit price bid for this pay item shall be compensation in full for furnishing all labor, equipment, materials and incidentals necessary to furnish and install one (1) linear foot (LF) of ductile iron pipe, complete in place and in accordance with the plans and these specifications. Pipe shall be ductile iron pipe, Class 51, or better, TR- Flex or approved equal. The exterior of all direct buried ductile iron pipe shall be coated with a zinc coating and wrapped in polyethylene sheathing (payment for the polyethylene sheathing shall be included in a different pay item). The interior of all ductile iron sewer pipe is to be coated with Tnemec or Permox. Measurement for payment will be made along the centerline of installed pipe, such measurement starting at the centerline of installed pipe and terminating at the centerline of junctions or to the various ends. There will be no deductions in measured length for specials, fittings, or valves installed in the line.

SS-6B 36"PVC Sanitary Sewer Forcemain (DR21), Open Cut Installation: The unit price bid for this pay item shall be compensation in full for furnishing all labor, equipment, materials and incidentals necessary to furnish and install one (1) linear foot (LF) of PVC DR21 pipe with tracer wire, by open cut installation, complete in place and in accordance with the plans and standard specifications. Measurement for payment will be made along the centerline of installed pipe, such measurement starting at the centerline of installed pipe and terminating at the centerline of junctions or to the various ends. There will be no deductions in measured length for specials, fittings, or valves installed in the line.

SS-6C 36" HDPE (SDR13.5, DIPS) Sanitary Sewer Forcemain, Bored from STA 261+25 to 266+75: The unit price bid for this pay item shall be compensation in full for furnishing all material, labor, equipment, and incidentals necessary to furnish and install one (1) linear foot (LF) of HDPE (SDR13.5, DIPS) pipe with thermal butt fused joints, complete in place and in accordance with the plans and these specifications. Measurement for payment will be made along the centerline of

installed pipe, such measurement starting at the centerline of installed pipe and terminating at the centerline of junctions or to the various ends. There will be no deductions in measured length for specials, fittings, or valves installed in the line.

SS-6D 36" HDPE (SDR13.5, DIPS) Sanitary Sewer Forcemain, Bored from STA 279+50 to 287+50: The unit price bid for this pay item shall be compensation in full for furnishing all material, labor, equipment, and incidentals necessary to furnish and install one (1) linear foot (LF) of HDPE (SDR13.5, DIPS) pipe with thermal butt fused joints, complete in place and in accordance with the plans and these specifications. Measurement for payment will be made along the centerline of installed pipe, such measurement starting at the centerline of installed pipe and terminating at the centerline of junctions or to the various ends. There will be no deductions in measured length for specials, fittings, or valves installed in the line.

SS-10 Concrete Valve Manholes (72" Diameter Precast Manhole with 36" Composite Lid): The unit price bid for this pay item shall be compensation in full for providing all labor, equipment, materials, and incidentals necessary to furnish and install one (1) each (EA) 72" precast manhole with a 36" diameter composite manhole lid, complete in place and in accordance with the plans and these specifications.

SS-11 <u>Ductile Iron Fittings for Forcemains (MJ, Compact) (Tnemec or Permox Interior"):</u> The unit price bid for this pay item shall be compensation in full for furnishing all material, labor, equipment, and incidentals, necessary to furnish and install one (1) pound (LB) of ductile iron fittings (mechanical joint and compact type fitting), complete in place, in accordance with the plans and standard specifications. All fittings shall be including sleeves, reducers, bends, plugs etc. shall be included under this pay item. The exterior of all direct buried ductile iron fittings shall be wrapped in polyethylene sheathing (payment for the polyethylene sheathing shall be included in this pay item). All ductile iron fittings shall have an interior Tnemec or Permox coating. Bolts and other miscellaneous items shall not be included in the weights of the fittings, but shall be paid for under this pay item. Payment will be made based on the catalog weight of the manufacturer supply fittings.

SS-11A <u>36" M.J. Adaptor for HDPE to Ductile Iron Fitting:</u> The unit price bid for this pay item shall be compensation in full for furnishing all material, labor, equipment, and incidentals, including locked mechanical joint retainer glands, necessary to furnish and install one (1) each (EA) of M.J. adaptor for HDPE to Ductile Iron Fitting (mechanical joint and compact type fitting), complete in place, in accordance with the plans and standard specifications. Fittings shall be IPP, Inc. M.J. Adaptor-DIPS or equal.

SS-11CO Contingency Pay Item for Two (2) M.J. Sleeves with 40' of Ductile Iron Pipe (TR-Flex, Tnemec or Permox Interior) for Future Driveways: The Lump Sum (LS) price bid for this pay item shall be compensation in full for furnishing all labor, materials, equipment, and incidentals, necessary to furnish and install an assembly of two (2) M.J. sleeves with 40' of ductile iron pipe (TR-Flex or approved equal), complete in place, in accordance with the plans and standard specifications. The exterior of all direct buried ductile iron pipe and fittings shall be wrapped in polyethylene sheathing (payment for the polyethylene sheathing shall be

<u>included in this pay item</u>). All ductile iron pipe and fittings shall have an interior Tnemec or Permox coating. The exterior of all ductile iron pipe shall be zinc coated. Bolts and other miscellaneous items needed for this pay item shall be included under this pay item.

SS-15 Air and Vacuum Valve Assembly: The unit price bid for this pay item shall be compensation in full for furnishing all material, labor, equipment, and incidentals, necessary to furnish and install one (1) each (EA) air and vacuum valve assembly (H-TEC Model 989 or approved equal), with 36" riser and 36" composite manhole lid, complete in place, including the air and vacuum valve, valve back flush system, tapping saddle or tee, washed gravel, concrete pipe type valve pit, composite manhole type cover (EJ COM 320117A01 or approved equal), fittings, connecting valving and piping, and all excavations, compaction, backfilling and clean-up, and incidentals necessary for a complete installation, in accordance with the plans and standard specifications.

SS-20 36"x36" Ductile Iron Tee for Forcemain (MJ, Compact) (Tnemec or Permox Interior) (Interconnection at STA 277+05): The unit price bid for this pay item shall be compensation in full for furnishing all labor, equipment, materials and incidentals, necessary to furnish and install one (1) each (EA) ductile iron tee (mechanical joint and compact type fitting) (C153), of various sizes, complete in place, in accordance with the plans and standard specifications. The exterior of all direct buried ductile iron fittings shall be wrapped in polyethylene sheathing (payment for the polyethylene sheathing shall be included in this pay item). All ductile iron fittings shall have an interior Tnemec or Permox coating. Bolts and other miscellaneous items shall be included under this pay item.

SS-20A 36" Gate Valve with Gear (M.J.) (Interconnection at STA 277+05): The unit price bid for this pay item shall be compensation in full for furnishing all material, labor, equipment and incidentals necessary to provide and install one (1) each (EA) MJ ductile iron gate valve with gear, complete in place and in accordance with the plans and these specifications. The exterior of all direct buried ductile iron valves shall be wrapped in polyethylene sheathing (payment for the polyethylene sheathing shall be included in this pay item).

SS-20B <u>36" Mega-Lug Series 1136 (for Ductile Iron Pipe)</u> (Interconnection at <u>STA 277+05</u>): The unit price bid for this pay item shall be compensation in full for furnishing all labor, equipment, materials and incidentals necessary to furnish and install one (1) each (EA) M.J. retaining gland for ductile iron pipe (MEGA-LUG Series 1136 or equal) as required of the various pipe diameters, complete in place and in accordance with the plans and specifications.

SS-20C <u>36</u>" Ductile Iron Cap (Interconnection at STA 277+05): The unit price bid for this pay item shall be compensation in full for providing all labor, equipment, materials, and incidentals necessary to furnish and install one (1) each (EA) ductile iron cap (of various sizes), complete in place and in accordance with the plans and these specifications. The exterior of all direct buried ductile iron caps shall be wrapped in polyethylene sheathing (payment for the polyethylene sheathing shall be included in this pay item).

SS-21 36"x12" Ductile Iron Tee for Forcemain (MJ, Compact) (Tnemec or Permox Interior) (STA 304+32): The unit price bid for this pay item shall be compensation in full for furnishing all labor, equipment, materials and incidentals, necessary to furnish and install one (1) each (EA) ductile iron tee (mechanical joint and compact type fitting) (C153), of various sizes, complete in place, in accordance with the plans and standard specifications. The exterior of all direct buried ductile iron fittings shall be wrapped in polyethylene sheathing (payment for the polyethylene sheathing shall be included in this pay item). All ductile iron fittings shall have an interior Tnemec or Permox coating. Bolts and other miscellaneous items shall be included under this pay item.

SS-21A 12" Gate Valve with Box (M.J.) (STA 304+32): The unit price bid for this pay item shall be compensation in full for furnishing all, labor, equipment, materials and incidentals necessary to furnish and install one (1) each (EA) M.J. ductile iron gate valve with box, complete in place and in accordance with the plans and these specifications. The exterior of all direct buried ductile iron bends shall be wrapped in polyethylene sheathing (payment for the polyethylene sheathing shall be included in this pay item).

SS-21B 36" Mega-Lug Series 1136 (for Ductile Iron Pipe) (STA 304+32): The unit price bid for this pay item shall be compensation in full for furnishing all labor, equipment, materials and incidentals necessary to furnish and install one (1) each (EA) M.J. retaining gland for ductile iron pipe (MEGA-LUG Series 1136 or equal) as required of the various pipe diameters, complete in place and in accordance with the plans and specifications.

SS-21C <u>12" Ductile Iron Cap (STA 304+32)</u>: The unit price bid for this pay item shall be compensation in full for providing all labor, equipment, materials, and incidentals necessary to furnish and install one (1) each (EA) ductile iron cap (of various sizes), complete in place and in accordance with the plans and these specifications. The exterior of all direct buried ductile iron caps shall be wrapped in polyethylene sheathing (payment for the polyethylene sheathing shall be included in this pay item).

Coated Exterior) (Tnemec or Permox Interior), Class 51 (STA 304+32): The unit price bid for this pay item shall be compensation in full for furnishing all labor, equipment, materials and incidentals necessary to furnish and install one (1) linear foot (LF) of ductile iron pipe, complete in place and in accordance with the plans and these specifications. Pipe shall be ductile iron pipe, Class 51, or better, Tyton Joint or approved equal. The exterior of all direct buried ductile iron pipe shall be zinc coated and wrapped in polyethylene sheathing (payment for the polyethylene sheathing shall be included in a different pay item). All ductile iron pipe shall have an interior Tnemec or Permox coating. Measurement for payment will be made along the centerline of installed pipe, such measurement starting at the centerline of installed pipe and terminating at the centerline of junctions or to the various ends. There will be no deductions in measured length for specials, fittings, or valves installed in the line.

- SS-21E 12" Mega-Lug Series 1112 (for Ductile Iron Pipe) (STA 304+32): The unit price bid for this pay item shall be compensation in full for furnishing all labor, equipment, materials and incidentals necessary to furnish and install one (1) each (EA) M.J. retaining gland for ductile iron pipe (MEGA-LUG Series 1112 or equal) as required of the various pipe diameters, complete in place and in accordance with the plans and specifications.
- SS-22 36"x36" Ductile Iron Tee for Forcemain (MJ, Compact) (Tnemec or Permox Interior) (Interconnection at STA 304+51): The unit price bid for this pay item shall be compensation in full for furnishing all labor, equipment, materials, and incidentals, necessary to furnish and install one (1) each (EA) ductile iron tee (mechanical joint and compact type fitting) (C153), of various sizes, complete in place, in accordance with the plans and standard specifications. The exterior of all direct buried ductile iron fittings shall be wrapped in polyethylene sheathing (payment for the polyethylene sheathing shall be included in this pay item). All ductile iron fittings shall have an interior Tnemec or Permox coating. Bolts and other miscellaneous items shall be included under this pay item.
- SS-22A 36" Gate Valve with Gear (M.J.) (Interconnection at STA 304+51): The unit price bid for this pay item shall be compensation in full for furnishing all material, labor, equipment and incidentals necessary to provide and install one (1) each (EA) MJ ductile iron gate valve with gear, complete in place and in accordance with the plans and these specifications. The exterior of all direct buried ductile iron valves shall be wrapped in polyethylene sheathing (payment for the polyethylene sheathing shall be included in this pay item).
- SS-22B 36" Mega-Lug Series 1136 (for Ductile Iron Pipe) (Interconnection at STA 304+51): The unit price bid for this pay item shall be compensation in full for furnishing all labor, equipment, materials and incidentals necessary to furnish and install one (1) each (EA) M.J. retaining gland for ductile iron pipe (MEGA-LUG Series 1136 or equal) as required of the various pipe diameters, complete in place and in accordance with the plans and specifications.
- SS-22C <u>36" Ductile Iron Cap (Interconnection at STA 304+51):</u> The unit price bid for this pay item shall be compensation in full for providing all labor, equipment, materials, and incidentals necessary to furnish and install one (1) each (EA) ductile iron cap (of various sizes), complete in place and in accordance with the plans and these specifications. The exterior of all direct buried ductile iron caps shall be wrapped in polyethylene sheathing (payment for the polyethylene sheathing shall be included in this pay item).
- SS-23 <u>36"x24" Ductile Iron Tee for Forcemain (MJ, Compact) (Tnemec or Permox Interior) (STA 304+70):</u> The unit price bid for this pay item shall be compensation in full for furnishing all labor, equipment, materials and incidentals, necessary to furnish and install one (1) each (EA) ductile iron tee (mechanical joint and compact type fitting) (C153), of various sizes, complete in place, in accordance with the plans and standard specifications. The exterior of all direct buried ductile iron fittings shall be wrapped in polyethylene sheathing (payment for the polyethylene sheathing shall be included in this pay item). All ductile iron fittings shall have an interior Tnemec or Permox coating. All ductile iron bends shall have an

interior Tnemec or Permox coating. Bolts and other miscellaneous items shall be included under this pay item.

- SS-23A 36" Gate Valve with Gear (M.J.) (STA 304+70): The unit price bid for this pay item shall be compensation in full for furnishing all material, labor, equipment and incidentals necessary to provide and install one (1) each (EA) MJ ductile iron gate valve with gear, complete in place and in accordance with the plans and these specifications. The exterior of all direct buried ductile iron valves shall be wrapped in polyethylene sheathing (payment for the polyethylene sheathing shall be included in this pay item).
- SS-23A-1 24" Gate Valve (M.J.) (STA 304+70): The unit price bid for this pay item shall be compensation in full for furnishing all material, labor, equipment and incidentals necessary to provide and install one (1) each (EA) MJ ductile iron gate valve, complete in place and in accordance with the plans and these specifications. The exterior of all direct buried ductile iron valves shall be wrapped in polyethylene sheathing (payment for the polyethylene sheathing shall be included in this pay item).
- SS-23B <u>24" Mega-Lug Series 1124 (for Ductile Iron Pipe)</u> (STA 304+70): The unit price bid for this pay item shall be compensation in full for furnishing all labor, equipment, materials and incidentals necessary to furnish and install one (1) each (EA) M.J. retaining gland for ductile iron pipe (MEGA-LUG Series 1124 or equal) as required of the various pipe diameters, complete in place and in accordance with the plans and specifications.
- SS-23B-1 36" Mega-Lug Series 1136 (for Ductile Iron Pipe) (STA 304+70): The unit price bid for this pay item shall be compensation in full for furnishing all labor, equipment, materials and incidentals necessary to furnish and install one (1) each (EA) M.J. retaining gland for ductile iron pipe (MEGA-LUG Series 1136 or equal) as required of the various pipe diameters, complete in place and in accordance with the plans and specifications.
- SS-23C <u>24" Ductile Iron Cap (STA 304+70):</u> The unit price bid for this pay item shall be compensation in full for providing all labor, equipment, materials, and incidentals necessary to furnish and install one (1) each (EA) ductile iron cap (of various sizes), complete in place and in accordance with the plans and these specifications. The exterior of all direct buried ductile iron caps shall be wrapped in polyethylene sheathing (payment for the polyethylene sheathing shall be included in this pay item).
- SS-24 48"x36" Ductile Iron Tee for Forcemain (MJ, Compact) (Tnemec or Permox Interior) (STA 312+95): The unit price bid for this pay item shall be compensation in full for furnishing all labor, equipment, materials and incidentals, necessary to furnish and install one (1) each (EA) ductile iron tee (mechanical joint and compact type fitting) (C153), of various sizes, complete in place, in accordance with the plans and standard specifications. The exterior of all direct buried ductile iron fittings shall be wrapped in polyethylene sheathing (payment for the polyethylene sheathing shall be included in this pay item). All ductile iron fittings shall have an interior Tnemec or Permox coating. Bolts and other miscellaneous items

shall be included under this pay item. This pay item includes cutting the existing 48" Forcemain and removal and disposal of existing sludge inside the existing Forcemain.

SS-24A <u>36</u>" Gate Valve with Gear (M.J.) (STA 312+95): The unit price bid for this pay item shall be compensation in full for furnishing all material, labor, equipment and incidentals necessary to provide and install one (1) each (EA) MJ ductile iron gate valve with gear, complete in place and in accordance with the plans and these specifications. The exterior of all direct buried ductile iron valves shall be wrapped in polyethylene sheathing (payment for the polyethylene sheathing shall be included in this pay item).

SS-24B <u>48" Ductile Iron Sanitary Sewer Forcemain (Tyton Joint or equal) (Zinc Coated Exterior) (Tnemec or Permox Interior), Class 51 (STA 312+95)</u>: The unit price bid for this pay item shall be compensation in full for furnishing all labor, equipment, materials and incidentals necessary to furnish and install one (1) linear foot (LF) of ductile iron pipe, complete in place and in accordance with the plans and these specifications. Pipe shall be ductile iron pipe, Class 51, or better, Tyton Joint or approved equal. The exterior of all direct buried ductile iron pipe shall be zinc coated and wrapped in polyethylene sheathing (payment for the polyethylene sheathing shall be included in a different pay item). All ductile iron pipe shall have an interior Tnemec or Permox coating. Measurement for payment will be made along the centerline of installed pipe, such measurement starting at the centerline of installed pipe and terminating at the centerline of junctions or to the various ends. There will be no deductions in measured length for specials, fittings, or valves installed in the line.

SS-24C <u>48" Mega-Lug Series 1148 (for Ductile Iron Pipe)</u> (STA 312+95): The unit price bid for this pay item shall be compensation in full for furnishing all labor, equipment, materials and incidentals necessary to furnish and install one (1) each (EA) M.J. retaining gland for ductile iron pipe (MEGA-LUG Series 1148 or equal) as required of the various pipe diameters, complete in place and in accordance with the plans and specifications.

SS-24C-1 36" Mega-Lug Series 1136 (for Ductile Iron Pipe) (STA 312+95): The unit price bid for this pay item shall be compensation in full for furnishing all labor, equipment, materials and incidentals necessary to furnish and install one (1) each (EA) M.J. retaining gland for ductile iron pipe (MEGA-LUG Series 1136 or equal) as required of the various pipe diameters, complete in place and in accordance with the plans and specifications.

SS-24D 48" Ductile Iron Sleeve (M.J.) (Tnemec or Permox Interior) (STA 312+95): The unit price bid for this pay item shall be compensation in full for furnishing all labor, equipment, materials and incidentals necessary to furnish and install one (1) each (EA) ductile iron sleeve (M.J.) as required of the various pipe diameters, complete in place and in accordance with the plans and specifications. The exterior of all direct buried ductile iron fittings shall be wrapped in polyethylene sheathing (payment for the polyethylene sheathing shall be included in this pay item). All ductile iron fittings shall have an interior Tnemec or Permox coating.

- BF-1 <u>Borrow Excavation (Sand/Clay Backfill):</u> The unit price bid for this pay item shall be compensation in full for providing all labor, equipment, material and incidentals necessary to install and compact one (1) cubic yard (CY) of sand or sand clay for backfill and for pipe foundation bedding, complete in place and in accordance with the plans and these specifications. The method of measurement shall be truck bed measure.
- **BF-1A** <u>Borrow Excavation (Stone)</u>: The unit price bid for item shall be compensation in full for providing all labor, equipment, material, and incidentals necessary to furnish and install #57 stone or "b-base" stone material, complete in place, in accordance with the plans and specifications, for foundation bedding and surfacing. The method of measurement shall be cubic yards truck bed measure.
- PA-2 <u>Temporary Asphalt Patch</u>: The unit price bid for this pay item shall be compensation in full for providing all labor, materials, equipment, and incidentals necessary to furnish and install one (1) square yard (SY) of bituminous asphalt wearing patch surface placed at the rate of 1 ½ inch per square yard, as required at pavement removed for pipe trenching and bore pits, complete in place, in accordance with the plans and these specifications and City of Mobile's Construction Requirements. Included in this pay item shall also be leveling, tack coat, as necessary, and all incidentals required for completion of the asphalt wearing patch surfacing.
- PA-3 Remove and Replace Asphalt Street (330 lb/sy): The unit price bid for this pay item shall be compensation in full for providing all labor, materials, equipment, and incidentals necessary to remove and replace one (1) square yard (SY) of asphalt wearing surface, in accordance with ALDOT Specification Section 416-A, placed at the rate of 330 pounds per square yard, including milling existing surface, leveling, tack coat, pavement markings, and incidentals necessary for completion of the wearing surface, in accordance with the plans, specifications and City of Mobile's Construction Requirements.
- **PA-3A** Sawcut Existing Roadway: The unit price bid for this pay item shall be compensation in full for providing all labor, equipment, material and incidentals necessary to complete sawcut one (1) linear foot (L.F.) of the existing roadway, in accordance with the plans and specifications. Work shall be in accordance with the City of Mobile's construction requirements or as directed by the Owner or Engineer.
- **PA-4** Remove and Replace Concrete Driveway and Apron: The unit price bid for this item will be compensation in full for furnishing all material, labor, equipment, and incidentals to remove and replace one (1) square yard (SY) of concrete driveway and apron with wire mesh reinforcement in accordance with the City of Mobile standard construction requirements.
- PA-5 Remove and Replace Concrete Curb and Gutter (Contingency): The unit price bid for this item shall be compensation in full for furnishing all equipment, labor, materials, transportation, handling, delivery and all incidentals necessary to remove and replace one (1) linear foot (LF) of concrete curb and gutter, concrete valley gutter or concrete curb. Work shall be in accordance with the plans, standard specifications and City of Mobile's Construction Requirements. Gutter replaced shall

be of the same type and thickness as that removed, with concrete, 3,000 psi minimum strength.

- PA-6 Remove and Replace Existing Concrete Sidewalk (4" thick, 5-ft wide) (Contingency): The unit price bid for this item will be compensation in full for furnishing all material, labor, equipment, and incidentals necessary to remove and replace one (1) square yard of concrete sidewalk, (4" thick, 5-ft wide) in accordance with the plans, standard specifications and City of Mobile standard construction requirements.
- **PA-7** Milling Existing Roadway for Asphalt Tie-In: The unit price bid for this item shall be compensation in full for providing all labor, equipment, material and incidentals necessary to mill one (1) square yard (SY) of the existing asphalt and tie in to new asphalt pavement in accordance with the plans and specifications. Work shall be in accordance with the City of Mobile's construction requirements or as directed by the Owner or Engineer.
- GC-4 <u>36</u>" Mega-Lug Series 1136 (for Ductile Iron Pipe): The unit price bid for this pay item shall be compensation in full for furnishing all labor, equipment, materials and incidentals necessary to furnish and install one (1) each (EA) M.J. retaining gland for ductile iron pipe (MEGA-LUG Series 1136 or equal) as required of the various pipe diameters, complete in place and in accordance with the plans and specifications.
- GC-4A <u>36</u>" Mega-Lug Series <u>2236</u> (for PVC Pipe): The unit price bid for this pay item shall be compensation in full for furnishing all labor, equipment, materials and incidentals necessary to furnish and install one (1) each (EA) M.J. retaining gland for PVC pipe (MEGA-LUG Series 2236 or equal) as required of the various pipe diameters, complete in place and in accordance with the plans and specifications.
- **GC-5** <u>Polyethylene Sheath</u>: The unit price bid for this item shall be compensation in full for furnishing all labor, materials, equipment and incidentals to furnish and install one (1) linear foot (LF) of polyethylene sheath on all ductile iron pipe, complete in place and in accordance with these plans and specifications.
- GC-8 Stuff Existing 54" Steel Encasement Pipe (STA 219+12 to 219+42): The unit price bid for this pay item shall be compensation in full for furnishing all labor, materials, equipment, and incidentals necessary to stuff one (1) linear foot (LF) of the existing 54" steel encasement pipe with the 36" TR-Flex ductile iron pipe (paid for under a separate pay item) with casing spacers and end seals, complete in place and in accordance with the plans and specifications. The removal of the existing masonry end seals shall be included under this pay item. Casing spacers shall be with polypropylene skids. End seals shall be masonry.
- GC-8A Install and Stuff New 54" Steel Encasement Pipe (STA 232+00 to 232+50): The unit price bid for this pay item shall be compensation in full for furnishing all labor, materials, equipment, and incidentals necessary to furnish and stuff one (1) linear foot (LF) of the new 54" steel encasement pipe with the 36" TR-Flex ductile iron pipe (paid for under a separate pay item) with casing spacers and end seals, complete in place and in accordance with the plans and specifications. The end seals shall be masonry. Casing spacers shall be with polypropylene skids.

- GC-8B Install and Stuff New 54" Steel Encasement Pipe (STA 239+00 to 239+50): The unit price bid for this pay item shall be compensation in full for furnishing all labor, materials, equipment, and incidentals necessary to furnish and stuff one (1) linear foot (LF) of the new 54" steel encasement pipe with the 36" TR-Flex ductile iron pipe (paid for under a separate pay item) with casing spacers and end seals, complete in place and in accordance with the plans and specifications. The end seals shall be masonry. Casing spacers shall be with polypropylene skids.
- GC-8C <u>Install and Stuff New 54</u>" <u>Steel Encasement Pipe (STA 256+00 to 256+45)</u>: The unit price bid for this pay item shall be compensation in full for furnishing all labor, materials, equipment, and incidentals necessary to furnish and stuff one (1) linear foot (LF) of the new 54" steel encasement pipe with the 36" TR-Flex ductile iron pipe (paid for under a separate pay item) with casing spacers and end seals, complete in place and in accordance with the plans and specifications. The end seals shall be masonry. Casing spacers shall be with polypropylene skids.
- GC-8D Install and Stuff New 54" Steel Encasement Pipe (STA 277+75 to 278+25): The unit price bid for this pay item shall be compensation in full for furnishing all labor, materials, equipment, and incidentals necessary to furnish and stuff one (1) linear foot (LF) of the new 54" steel encasement pipe with the 36" TR-Flex ductile iron pipe (paid for under a separate pay item) with casing spacers and end seals, complete in place and in accordance with the plans and specifications. The end seals shall be masonry. Casing spacers shall be with polypropylene skids.
- GC-8E Stuff Existing 72" Steel Encasement Pipe (STA 295+25 to 296+05): The unit price bid for this pay item shall be compensation in full for furnishing all labor, materials, equipment, and incidentals necessary to stuff one (1) linear foot (LF) of the existing 72" steel encasement pipe with the 36" TR-Flex ductile iron pipe (paid for under a separate pay item) with casing spacers and end seals, complete in place and in accordance with the plans and specifications. The removal of the existing masonry end seals shall be included under this pay item. Casing spacers shall be with polypropylene skids. End seals shall be masonry.
- GC-8F <u>Install and Stuff New 54</u>" <u>Steel Encasement Pipe (STA 302+50 to 303+50)</u>: The unit price bid for this pay item shall be compensation in full for furnishing all labor, materials, equipment, and incidentals necessary to furnish and stuff one (1) linear foot (LF) of the new 54" steel encasement pipe with the 36" TR-Flex ductile iron pipe (paid for under a separate pay item) with casing spacers and end seals, complete in place and in accordance with the plans and specifications. The end seals shall be masonry. Casing spacers shall be with polypropylene skids.
- GC-8G <u>Install and Stuff New 54</u>" <u>Steel Encasement Pipe (STA 305+00 to 305+20) (Contingency)</u>: The unit price bid for this pay item shall be compensation in full for furnishing all labor, materials, equipment, and incidentals necessary to furnish and stuff one (1) linear foot (LF) of the new 54" steel encasement pipe with the 36" TR-Flex ductile iron pipe (paid for under a separate pay item) with casing spacers and end seals, complete in place and in accordance with the plans and specifications. The end seals shall be masonry. Casing spacers shall be with polypropylene skids.

- GC-9CO Tie new 4" Forcemain Pipe into New Air Release Valve on New 36"
 Forcemain and Install an new 4" Gate Valve (STA 276+90): The Lump Sum (LS) bid price for this pay item shall be compensation in full for furnishing all labor, equipment, materials and incidentals necessary to tie the new 4" forcemain line into the new air release valve (paid under a different item) on the new 36" sanitary sewer forcemain. This pay item also includes the installation of a new 4" gate valve on the new 4" forcemain line, as well as any 4" ductile iron sanitary sewer forcemain (Tyton Joint or equal, Class 51) needed. The exterior of all direct buried ductile iron bends, pipe and valves shall be wrapped in polyethylene sheathing (payment for the polyethylene sheathing shall be included in this pay item). All ductile iron bends and pipe shall have an interior Tnemec or Permox coating and an exterior zinc coating. This pay item shall be directed and approved by the engineer in the field.
- GC-11 Restoration of Property (includes solid sod): The Lump Sum (LS) bid for this pay item shall be compensation in full for all labor, materials, equipment, and incidentals necessary for the restoration of property within the various limits of the work area complete including, but not limited to replacement of ornamental shrubbery, plantings, mailboxes, clean-up, replacement of lawn decoration items, solid sodding disturbed grassed areas and all other items of work required for restoration of property and access to its original condition or better. Payment for this item shall also include backfilling and temporary seeding and mulching all disturbed areas at the end of each day or no later than the work week.
- GC-12 Remove and Replace Fencing (Match-in-Kind): The unit price bid for this pay item shall be compensation in full for providing all labor, equipment, material, and incidentals necessary to remove and replace one (1) linear foot (LF) of fencing (match-in-kind), complete in place and in accordance with the plans and these specifications.
- GC-12A Remove and Replace Gate (Match-in-Kind): The unit price bid for this pay item shall be compensation in full for providing all labor, equipment, material, and incidentals necessary to remove and replace one (1) each(EA) gate (of match and kind), complete in place and in accordance with the plans and these specifications.
- **GC-12B** <u>Temporary Fencing</u>: The unit price bid for this pay item shall be compensation in full for providing all labor, equipment, material, and incidentals necessary to furnish and install one (1) linear foot (LF) of temporary fencing, complete in place and in accordance with the plans and these specifications.
- GC-12C <u>Temporary Gate:</u> The unit price bid for this pay item shall be compensation in full for providing all labor, equipment, material, and incidentals necessary to remove and replace one (1) each (EA) temporary gate, complete in place and in accordance with the plans and these specifications.
- GC-17 <u>Concrete for Sewer Construction</u>: The unit price bid for this pay item shall be compensation in full for providing all labor, equipment, materials, and incidentals necessary to provide and install one (1) cubic yard (CY) of concrete for pipe cradles, foundations, thrust blocks, or encasement for pipe, complete in place and in accordance with the plans and these specifications. Concrete used for manhole bottoms, and manholes, and for repaving will not be paid for under this item (No

payment will be made for this item where the Contractor elects to use it for his own convenience or to fill overcuts).

- GC-18 <u>Railroad Assembly Removal</u>: The unit price bid for this pay item shall be compensation in full for providing all labor, equipment, material, and incidentals necessary to remove one (1) linear foot (LF) of railroad assembly, complete in place and in accordance with the plans and these specifications. This item includes the removal of railing and all railroad appurtenances.
- GC-19 <u>Miscellaneous Utilities Relocation (Contingency)</u>: The Lump Sum (LS) bid for this pay item shall be compensation in full for all labor, materials, equipment, and incidentals necessary for the relocation of existing miscellaneous utilities within the various limits of the work area complete in place in accordance to these plans and specifications.
- GC-20 <u>Miscellaneous Storm Drainage Pipe Replacement:</u> The Lump Sum (LS) bid for this pay item shall be compensation in full for all labor, materials, equipment, and incidentals necessary for the removal and replacement of existing miscellaneous storm drainage infrastructure within the various limits of the work area complete in place in accordance to these plans and specifications. Replacement shall be in-kind or better.
- GC-21 Pressure Testing and Place in Service: The Lump Sum (LS) bid for this pay item shall be compensation in full for furnishing all material, labor, equipment and incidentals necessary to provide and conduct pressure test and place in service, complete in place and in accordance with the plans and these specifications. Refer to Section 12.26.0. of MAWSS standards. This item of work shall include all necessary temporary restraint systems, pilings, concrete restraint, or other contractor furnished restraints for conducting the 150 psi pressure test
- GC-22 <u>Mobilization/Demobilization</u>: The Lump Sum (LS) bid for this pay item shall be compensation in full for mobilization and demobilization for the work. Payment for this item shall be on a lump sum basis payable at 50 percent with first invoice and 50 percent with final invoice. Also as a subsidiary obligation the Contractor shall furnish As-Built Drawings per MAWSS Standard Specification Section 5.17 and shall GPS locate and record the XYZ coordinates of all fittings and valves installed (See Plan Sheet 17).
- GC-23 <u>Insurance</u>, <u>Permits and Bonds (NTE 3% of contract price)</u>: The Lump Sum (LS) price bid for this pay item shall be compensation in full for obtaining the Contract Bond required in Section 3.06 <u>Requirements of Contract Bonds</u> of the Board's Standard Specifications. The lump sum amount bid for this item shall not exceed three (3) percent of the contract amount.
- HA-1 <u>Contamination Handling Allowance-Soil (Contingency)</u>: The unit price bid for this pay item shall be compensation in full for providing all labor, equipment, material, tools, testing, permits, fees, transportation, appurtenances, handling, containment and incidentals necessary for removing one (1) cubic yard truck bed measure (CY) of contaminated soil and disposal of the hazardous soil encountered during construction in accordance with federal, state, and local regulations. This item

is established as an Allowance pay item. Payment for this item shall only be made if contaminated soil is identified and removed during construction of the work. No payment will be made for any handling, containment, or disposal of material contaminated by the Contractor. This pay item does not include characterization and treatment of contaminated soils. Cost for such shall be covered under Pay Item CO-1: Contingency.

HA-1A Contamination Handling Allowance- Groundwater (Contingency): The unit price bid for this pay item shall be compensation in full for providing all labor, equipment, material, tools, testing, permits, fees, transportation, appurtenances, handling. containment and incidentals necessary for removing one (1) Gallon (GAL) of contaminated groundwater and disposal of the hazardous groundwater encountered during construction in accordance with federal, state, and local regulations. This item is established as an Allowance pay item. Payment for this item shall only be made if contaminated groundwater is identified and removed during construction of the work. No payment will be made for any handling, containment, or disposal of material contaminated by the Contractor. This pay item does not include characterization and treatment of contaminated soils. Cost for such shall be covered under Pay Item CO-1: Contingency.

TC-1 Traffic Control Plan During Construction (Includes Plan, Implementation and Maintenance): The lump sum (LS) bid for this item shall be compensation in full for providing all labor, equipment, and incidentals necessary for traffic control, fully complying with the latest addition of the MUTCD regulations. The lump sum payment for this item shall be compensation in full for all labor, materials, equipment and incidentals necessary to develop and implement one (1) each (EA) traffic control plan approved by the State and furnishing, installing, maintaining and removing all necessary traffic control items for construction of the full duration of the project and within the project limits. The Contractor shall be responsible for ensuring that the traffic control provided meets the requirements of the State/City right-of-way. The traffic control shall be in place before construction begins, maintained for the duration of the construction and then promptly removed.

The traffic control plan submitted to the City Traffic Department for approval should be prepared by one of the following companies:

1.	Ozark Striping:	251-479-0073
2.	Detour Construction:	251-331-9522
3.	C&H Construction Services:	251-402-0650
4.	Sovereign Consulting:	251-665-1095
5.	Lloyd Hughes & Associates:	251-422-4751

EC-1 Erosion Control During Construction (Includes Plan, Implementation and Maintenance): This Lump Sum (LS) pay item shall be compensation in full for providing all labor, equipment, material and incidentals necessary to complete the work, including an erosion control plan, for preventing silt and/or eroded materials excavated on the project from being washed away from the project site onto adjacent private properties and/or into existing storm drainage inlets, creeks, branches or streams. The Contractor shall use wattles, silt fencing, siltation boom or other means of erosion control management in accordance with the approved erosion control and

sediment control plan prepared by the Contractor. Any clean-up of site, including fracking mud from directional drill, will be covered under this item. Work shall be performed in accordance with the "Best Management Practices" as prepared by ADEM and EPA and with the Contract Specifications.

CO-1 Contingency: This Lump Sum (LS) contingency item shall be compensation in full for providing all labor, materials, and incidentals necessary to make approved repairs (complete and in place), for warranted unforeseen conditions of similar nature to the work under this contract and at the approval of the Engineer. Payment for this item shall be as needed. Unapproved work and repairs/replacement of damages as a result of the Contractor's fault, shall be paid for by the Contractor and shall not be included under this pay item. Measurement of payment shall be based on historic unit pricing or force account on any unforeseen items discovered during construction.

10.47 RECIEPT OF BIDS:

Hand delivery of bids shall be made at MAWSS, 4725 Moffett Road, Suite H, Mobile Alabama 36618.

** END OF SPECIAL PROVISIONS**

SRF DOCUMENTS

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) 271-7796 (334) 271-7950 FAX

Supplemental General Conditions

for SRF Assisted

Public Drinking Water and Wastewater Facilities Construction Contracts





SRF	Pro	ject	Number:	

Table of Contents:

1	ADEM Special Conditions	SGC-3
11	Bonds and Insurance	SGC-3
Ш	Utilization of Disadvantaged Business Enterprises (DBEs)	SGC-3
IV	Six Affirmative Steps for Good Faith DBE Solicitation	SGC-4
٧	Documentation Required from Owner 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
Χ	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-21
XIII	Certification Regarding Equal Employment Opportunity	SGC-22
XIV	Debarred Firms Certification	SGC-23
XV	Davis-Bacon and Related Acts	SGC-24
XVI	American Iron and Steel	SGC-33
XVII	Project Sign Detail - CWSRF	SGC-34
XVIII	Project Sign Detail - DWSRF	SGC-35
XIX	Construction Contract Requirements	SGC-36
XX	Project Review and Cost Summary	SGC-37

I - ADEM Special Conditions

- 1. Construction within State right-of-way shall be in accordance with Alabama Department of Transportation policies and procedures.
- 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.
- A project sign is required. See Parts XVII and XVIII, pages SGC-34 SGC-35, for more information.

II - Bonds and Insurance

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

- Bid Bond Not less than 5% of either the owner's estimated cost or of the contractor's bid up to a maximum \$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 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 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.

Failure on the part of the apparent successful bidder to submit required information to the loan recipient (Owner) may be considered by the Owner in evaluating whether the bidder is responsive to bid requirements.

The project objectives for utilization of Minority Business Enterprises (MBE's) and Women's Business Enterprises (WBE's) 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; Hispanics; 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 prime contractor utilize 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 Centers does not absolve the prime contractors from pursuing additional efforts to meet this objective.

IV – Six Affirmative Steps for Good Faith DBE Solicitation

The loan recipient 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 Department of Transportation (DOT), 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 Owner and Contractor

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

- 1. SRF project number and project name.
- 2. List of subcontractors (name, address and telephone) with dollar amount and duration for subcontracts). If there are to be no subcontractors, please indicate as such.
- 3. List of any subcontract work yet to be committed with estimate of dollar amount and duration of contract.
- DBE Documents See Part IV, page SGC-3.
- 5. Debarred Firms Certification See Part XIV, page SGC-23.
- 6. Certification Regarding Equal Employment Opportunity See Part XIII, page SGC-22.

The Owner shall submit <u>annual</u> MBE/WBE Utilization Reports (EPA Form 5700-52A, **pages SGC-16** - **SGC-17**) within 30 days of the end of the annual reporting period (October 30th). Submit reports directly to:

Diane Lockwood Administrative Section Fiscal Branch Alabama Department of Environmental Management Post Office Box 301463 Montgomery, Alabama 36130-1463 The Prime Contractor must submit the following items to the Owner:

- 1) DBE Compliance Form. The Owner must submit this information to ADEM 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 for the prime contractor and for all subcontractors. The prime contractor's form should be submitted with the DBE Compliance Form and the subcontractors' forms should be submitted as the subcontracts are executed. (Page SGC-22)
- 3) Debarred Firms Certification. This form is required for the prime contractor and for all subcontractors. The prime contractor's form should be submitted with the DBE Compliance Form and the subcontractors' forms should be submitted as the subcontracts are executed. (Page SGC-23)
- **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 prime contractor, how much the DBE subcontractor was paid, and any other concerns the DBE subcontractor might have. The prime contractor must provide this form to each DBE subcontractor for the DBE subcontractor's submittal to ADEM's DBE Coordinator (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 prime contractor and the price of the work. This form is to be provided by the prime contractor to each DBE subcontractor and submitted with the DBE Compliance Form. (**Page SGC-12**)
- **6) EPA Form 6100-4 DBE Subcontractor Utilization Form.** This form captures the prime contractor's intended use of an identified DBE subcontractor and the estimated dollar amount of the work. This form is to be completed by the prime contractor and submitted with the DBE Compliance Form. (Page SGC-14)
- 7) EPA Form 5700-52 A MBE/WBE Utilization Reports (DBE Annual Report). The Owner must submit this information to ADEM within 30 days of the end of the annual reporting period (October 30th). (Pages SGC-16 SGC-17)
- 8) Changes to Approved DBE Compliance Form. 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-21)
- 9) Certified Payrolls. These should be submitted to the Owner at least monthly for the prime contractor and all subcontractors. The Owner must maintain payroll records and make these available for inspection.

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

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 prime contractor is strongly encouraged to follow up each written, fax, or email solicitation with at least 1 logged phone call.

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

If a DBE subcontractor fails to complete work under the subcontract for any reason, the prime contractor must notify the 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 Owner and to ADEM 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 ADEM for new DBE subcontracts.

VI - Resources for Identifying DBE Contractors/Subcontractors

The following organizations may provide assistance in soliciting DBE participation:

City of Birmingham
Office of Economic
Development
ATTN: Andrew Mayo,
Economic Specialist
710 20th Street North
Birmingham, Alabama
35203
205/254-2799
205/254-7741 FAX
ajmayo@ci.birmingham.al

U.S. Small Business Administration http://www.pronet.sba.gov

National Association of Minority Contractors (NAMC) http://www.namc-atl.org Alabama Department of Transportation ATTN: John Huffman 1409 Coliseum Boulevard Montgomery, Alabama 36130 334-244-6261 http://www.dot.state.al.us

U.S. Department of Commerce Minority Business Development Agency 401 West Peachtree Street NW – Suite 1715 Atlanta, Georgia 30308 404/730-3300 404/730-3313 FAX http://www.mbda.gov/ Governor's Office of Minority and Women's Business Enterprises 401 Adams Avenue Suite 360 Montgomery, Alabama 36130 1-800-447-4191 334/242-2220 334/242-4203 FAX

Birmingham Construction Industrial Authority ATTN: Rhonsha Walker or Kimberly Bivins 3600 4th Avenue South Birmingham, Alabama 35222 205/324-6202 205/324-6210 FAX http://www.BCIA1.org

NOTES:

- (1) The Owner and the prime contractor shall use the necessary resources to identify and directly solicit no less than 3 certified DBE/MBE firms and 3 WBE firms to bid in each expected contract/subcontract area. If a diligent and documented search of ALDOT, SBA, and MBDA directories does not identify 3 potential certified DBE/MBE firms and 3 potential certified WBE firms, then the prime contractor shall post an advertisement in at least 1 of the other online or print resources. Whenever possible, post solicitation for bids or proposals 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 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, you may contact ADEM's DBE Coordinator, Diane Lockwood, at (334) 271-7815 for assistance.

VII - DBE Compliance Form

PLEASE NOTE: ALL INFORMATION OUTLINED ON THIS FORM IS REQUIRED FOR DBE COMPLIANCE. THE PROPOSED PRIME CONTRACTOR AND OWNER SHOULD ENSURE THAT THIS INFORMATION IS COMPLETE PRIOR TO SUBMITTAL.

Loan Recipient:	SRF Loan Number:	
CERTIFICATIONS:		
I certify that the information submitted firm has met and will continue to med DBE solicitation and utilization. I furthe suppliers were applied equally to all po 3 were distributed to all DBE subcontra	et the conditions of this constr or certify that criteria used in sele otential participants and that EP.	uction contract regarding ecting subcontractors and
(Prime Contractor signature)	Date	
(Printed name and title)		
I certify that I have reviewed the informathe requirements of the Owner's State I	nation submitted on and with th Revolving Fund loan contract.	his form and that it meets
	Date	
(Signature of Owner or Owner's represent	ative)	
(Printed name and title)		
GENERAL INFORMATION:		
Owner contact:		
Owner phone number/email:		
Consulting engineer contact:		
Consulting engineer phone number/email:		
Proposed prime contractor:		
Prime contractor contact:		
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 submit the following with the DBE COMPLIANCE FORM:

- (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 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 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 Employment Opportunity. (Page SGC-22)
- (6) Debarred Firms Certification. (Page SGC-23)
- (7) EPA Form 6100-3 DBE Subcontractor Performance Form for all DBE subcontracts. (Page SGC-12)
- (8) EPA Form 6100-4 DBE Subcontractor Utilization Form for all DBE subcontracts. (Page SGC-14)

VIII - EPA Form 6100-2 DBE Subcontractor Participation Form



OMB Control No: 2090-0030 Approved: 8/ 13/ 2013 Approval Expires: 8/ 31/ 2015

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/Fundi	ng Entity:	

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

EPA FORM 6100-2 (DBE Subcontractor Participation Form)

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.

VIII - EPA Form 6100-2 DBE Subcontractor Participation Form



OMB Control No: 2090-0030 Approved: 8/ 13/ 2013 Approval Expires: 8/ 31/ 2015

Disadvantaged Business Enterprise (DBE) Program

DBE Subcontractor Participation Form

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	in a company of the c
Subcontractor Signature	Print Name
Subcontractor Signature	Print Name
Subcontractor Signature Title	Print Name 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.

EPA FORM 6100-2 (DBE Subcontractor Participation Form)

IX - EPA Form 6100-3 DBE Subcontractor Performance Form



Subcontractor Name

Bid/ Proposal No.

Address

OMB Control No: 2090-0030 Approved: 8/13/2013 Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Performance Form

Point of Contact

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.

Assistance Agreement ID No. (if known)

Project Name

Telephone No.		Email Address		
Prime Contractor Name		Issuing/Funding Entity:		
Contract Item Number	Description of Wor Involving Constructi	k Submitted to the Prime Contractor ion, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor	
DBE Certified By: O DOT	O SBA	Meets/ exceeds EPA certification standar	ds?	
O Other:		O YES O NO O 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

EPA FORM 6100-3 (DBE Subcontractor Performance Form)

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 Approved: 8/ 13/ 2013 Approval Expires: 8/ 31/ 2015

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.

EPA FORM 6100-3 (DBE Subcontractor Performance Form)

X - EPA Form 6100-4 DBE Subcontractor Utilization Form



OMB Control No: 2090-0030 Approved: 8/ 13/ 2013 Approval Expires: 8/ 31/ 2015

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		ment ID No. (if known)	Point of Contact			
Address						
Telephone No.		Email Address	Email Address			
Issuing/Funding Entity:						
I have identified potential DE certified subcontractors	BE	<u>Q</u> YES	<u>©</u>	NO		
If yes, please complete the ta	ble below. If no, plea	se explain:				
Subcontractor Name/ Company Name	Company	Address/Phone/Ema	ail Est. Dollar Amt	Currently DBE Certified?		
	Con	itinue on back if needed				

EPA FORM 6100-4 (DBE Subcontractor Utilization Form)

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 Approved: 8/13/2013 Approval Expires: 8/31/2015

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.

EPA FORM 6100-4 (DBE Subcontractor Utilization Form)

OMB CONTROL NO. APPROVED: APPROVAL EXPIRES: 2090-0030 05/01/2008 12/22/2013

U.S. ENVIRONMENTAL PROTECTION AGENCY MBE/WBE UTILIZATION UNDER FEDERAL GRANTS AND COOPERATIVE AGREEMENTS

PART I. (Reports are required even if no procurements are made during the reporting period.)					
1A. FEDERAL FISCAL YEAR (Oct. 1-Sep 30) 20	1st (Oct-D Semi-A	ec) 2 nd (J nnual (Oct-Ma	O (Check ALL appropriate boxes) an-Mar)		
1C. REVISION OF A PRIOR REPORT? Y or N Year: Quarter:	r N Year:		REVISIONS YOU ARE MAKING:		
2A. EPA FINANCIAL ASSISTANCE OFFICE Coordinator)	ADDRESS (A	TTN: DBE	3A. RECIPIENT NAME AND ADDRESS		
2B. EPA DBE COORDINATOR	2C. PHONE:		3B. RECIPIENT REPORTING CONTACT:	3C. PHONE:	
Name:			Name:		
E-mail:	Fax:		E-mail:	Fax:	
4A. FINANCIAL ASSISTANCE AGREEMENT ID NUMBER (SRF State Recipients, refer to Instructions for Completion of blocks 4A, 5A and 5C.)		ocks	4B. FEDERAL FINANCIAL ASSISTANCE PROGRAM TITLE or CFDA NUMBER:		
(SRF State Recipients, refer to Instructions for Completion of blocks 4A, 5A and 5C.) Recipients, No. 7. (Pr			procurement and NO accomplishments were made this reporting period (by the sub-recipients, loan recipients, and prime contractors), CHECK and SKIP to Block ocurements are all expenditures through contract, order, purchase, lease or barter of quipment, construction, or services needed to complete Federal assistance Accomplishments , in this context, are procurements made with MBEs and/or WBEs.		
5C. Total Procurements This Reporting Period (Only include amount not reported in any prior reporting period) Total Procurement Amount S(Include total dollar values awarded by recipient, sub-recipients and SRF loan recipients, Including MBE/WBE expenditures.)					
5D. Were sub-awards issued under this assistance	e agreement?	res No	Were contracts issued under this assist	ance agreement ? Yes No	
5E. MB Actual MBE/WBE Procurement Accomplished (Include total dollar values awarded by recipies)	f:		nts This Reporting Period recipients and Prime Contractors.)		
Construction	Equipment	1	Services Supplies	Total	
\$MBE:				0.00	
\$WBE:				0.00	
COMMENTS: (If no MBE/WBE procureme MBE/WBE Program requirements specified in	ents were accon the terms and	nplished durin conditions of	g the reporting period, please explain what st the Assistance Agreement.)	eps you are taking to achieve the	
7. NAME OF RECIPIENT'S AUTHORIZED REPRESENTATIVE		TITLE			
8. SIGNATURE OF RECIPIENT'S AUTHOR REPRESENTATIVE	IZED	DATE			

EPA FORM 5700-52A available electronically at http://www.epa.gov/osbp/pdfs/5700 52a.pdf

XI - EPA Form 5700-52A MBE/WBE Utilization Reports

PART II.

MBE/WBE PROCUREMENTS MADE DURING REPORTING PERIOD EPA Financial Assistance Agreement Number:

(BEWBE						
6. Name/Address/Phone Number of MBE/WBE Contractor or Vendor						
5. Type of Product or	ServicesA (Enter Code)					
4. Date of Procurement	MINI DOLY Y					
3. \$ Value of Procurement						
ss	Women					
2. Business Enterprise	Minority					
	Prime					
1. Procurement Made By	Sub- Recipient and/or SRF Loan Recipient					
1. Procur	Recipient					

Type of product or service codes:

1 = Construction
2 = Supplies
Note: Refer to Terms and conditions of your Assistance Agreement to determine the frequency of reporting. Recipients are required to submit MBE/WBE reports to EPA beginning with the Federal fiscal year quarter the recipients receive the award, continuing until the project is completed.

EPA FORM 5700-52A - (Approval Expires 12/22/13)

Instructions:

A. General Instructions:

MBE/WBE utilization is based on 40 CFR Part 33. EPA Form 5700-52A must be completed by recipients of Federal grants, cooperative agreements, or other Federal financial assistance which involve procurement of supplies, equipment, construction or services to accomplish Federal assistance programs.

Recipients are required to report 30 days after the end of each federal fiscal quarter, semiannually, or annually, per the terms and conditions of the financial assistance agreement.

	Quarterly Reporting Due Date	Semiannual Reporting Due Date	Annual Reporting Due Date
Agreements awarded prior to May 27, 2008	January 30, April 30, July 30, October 30	N/A	October 30
Agreements awarded on or after May 27, 2008	N/A	April 30, October 30	October 30

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

B. Definitions:

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

A <u>contract</u> 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 <u>minority business enterprise</u> (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 <u>woman business enterprise (WBE)</u> 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 managed and operated by non-minority individuals 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:

- Include of MBEs/WBEs on solicitation lists.
- Assure that MBEs/WBEs are solicited once they are identified.
- Divide total requirements into smaller tasks to permit maximum MBE/WBE participation, where feasible.
- Establish delivery schedules which will encourage MBEAWBE participation, where feasible.
- Encourage use of the services of the U.S.
 Department of Commerce's Minority Business
 Development Agency (MBDA) and the U.S. Small
 Business Administration to identify MBEs/WBEs.

XI - EPA Form 5700-52A MBE/WBE Utilization Reports

 Require that each party to a subgrant, subagreement, or contract award take the good faith efforts outlined here.

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, 2010 falls within Federal fiscal year 2011)
- Check applicable reporting box, quarterly, semiannually, or annually. Also indicate if this is the last report for the project.
- Indicate if this is a revision to a previous year, half-year, or quarter, and provide a brief description of the revision you are making.
- 2a-c. 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 www.epa.gov/osbp. Click on "Regional Contacts" for the name of your coordinator.

- 3a-c. 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. Please note that although the New DBE Rule (which took effect May 27, 2008) revised the reporting frequency requirements from quarterly to semiannually, that change only applies to agreements awarded AFTER the New DBE Rule took effect. Therefore, SRF recipients may either continue to report activity for all Agreements on one form on a quarterly basis until the last award that was made prior to the New DBE Rule has been closed out; OR, the recipient may split the submission of SRF reports into quarterly reports for Agreements awarded prior the New DBE Rule, and semiannually for the awards made after the New **DBE Rule**

- 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. Please leave 5a blank.

- 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. 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.

- 5d. State whether or not sub-awards and/or subcontracts have been issued under the assistance agreement 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, subrecipients, 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.

*For SRF recipients only: In 5c please enter the total procurement amount for the quarter, or semiannual period, 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)

 If there were no MBE/WBE accomplishments this reporting period, please briefly explain what

XI - EPA Form 5700-52A MBE/WBE Utilization Reports

specific steps you are taking to achieve the MBE/WBE requirements specified in the terms and conditions of the Assistance Agreement.

- 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 assistance agreement during the reporting period, provide the following information:

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

"This data is requested to comply with provisions mandated by: statute or regulations (40 CFR Part 30, 31,

and 33); 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 I 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

SRF Loan Number:

Loan Recipient: _

l c an uti	ERTIFICATIONS: ertify that the information submitted on and with this form is true and accurate and that this firm has met ad will continue to meet the conditions of this construction contract regarding DBE solicitation and ilization. I further certify that criteria used in selecting subcontractors and suppliers were applied equally to potential participants.
	Date
(Pi	rime Contractor signature)
(Pr	rinted name and title)
l c	eertify that I have reviewed the information submitted on and with this form and that it meets the quirements of the Owner's State Revolving Fund Ioan contract.
(Si	Date gnature of Owner or Owner's representative)
, .	gradus of owner or owner or oprocentative)
(Pr	inted name and title)
GE	NERAL INFORMATION:
	If an approved subcontractor is terminated or replaced, please identify this company and briefly state 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 1 logged phone call. Whenever possible, post solicitation for bids or proposals 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 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 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 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 contractor must be prepared to comply in all respects with any contract provisions regarding non-discrimination stipulated in conjunction with labor standards.

CONT	RACTOR'S CERTIFICATION:		
Contr Addre	ractor's Name:ess:		
	dder has participated in a previous contract or bcontract subject to the Equal Opportunity Clause.	Yes	No
	ompliance Reports were required to be filed in nection with such contract or subcontract.	Yes	No
	dder has filed all compliance reports due under plicable contract requirements.	Yes	No
	wer to item 3 is "No", please explain in detail on se side of this certification.		
Certificand be	cation - The information above is true and complete to the elief.	best of my	knowledge
Signat	ture of Authorized Official:		
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 owner with the bid proposal. The owner shall transmit one copy to ADEM within 14 days after the bid opening.

Project 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 Authorized Official:
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 the Wage and Hour Division Web http://www.dol.gov/esa/whd/forms/wh347instr.htm 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 by 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 hat 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 http://www.dol.gov/esa/contacts/whd/america2.htm.

http://www.gpo.g	e county specific gov/davisbacon/al.	<u>html</u> .			
-			The state of the s		

"General Decision Number: AL20200110 01/03/2020

Superseded General Decision Number: AL20190110

State: Alabama

Construction Type: Heavy

County: Mobile County in Alabama.

HEAVY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 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 calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number

Publication Date 01/03/2020

ENGI0653-013 06/01/2017

	Rates	Fringes	
POWER EQUIPMENT OPERATOR (PIPELINE) Backhoe, Excavator, Trackhoe		15.20 15.20	
SUAL2015-038 08/02/2017			
	Rates	Fringes	

7.86

CARPENTER, Includes Form Work....\$ 19.05

CEMENT MASON/CONCRETE FINISHER, Includes Water Sewer Lines	3 13.78	0.00
ELECTRICIAN\$	19.56	0.00
LABORER: Common or General, Includes Water Sewer Lines\$	5 15.21	6.16
LABORER: Pipelayer, Includes Water Sewer Lines\$	11.95	0.00
OPERATOR: Backhoe/Excavator/Trackhoe, Includes Water Sewer Lines (Excludes, PIPELINE)	13.56	0.00
OPERATOR: Loader, Includes Water Sewer Lines\$	17.64	2.14
TRUCK DRIVER: Dump Truck, Includes Water Sewer Lines\$	12.56	2.12

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

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 www.dol.gov/whd/govcontracts.

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) (ii)).

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 Regional Office for the area in which the survey was conducted because those Regional Offices have 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.

END OF GENERAL DECISION

of 5

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 ("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.

STATE OF ALABAMA

Honorable (name), Governor



ALABAMA WATER POLLUTION CONTROL AUTHORITY POLLUTION CONTROL PROJECT

(NAME OF OWNER)
(NAME OF PROJECT)

\$(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'.
- 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.
- 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.

STATE OF ALABAMA

Honorable (Name), Governor



ALABAMA DRINKING WATER FINANCE AUTHORITY INFRASTRUCTURE PROJECT

(NAME OF OWNER)
(NAME OF PROJECT)

\$(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'.
- 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.
- 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 - Construction Contract Requirements

This checklist is to be completed by the Owner/Engineer when submitting plans and specifications to the SRF and Operator Certification Section for review. It affirms to the SRF reviewer that the 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 bid opening, the Owner/Engineer is to prepare the Project Review and Cost Summary (page SGC-37) and submit it to the SRF and Operator Certification Section of ADEM. Upon completion of review, an Approval to Award will be issued.

Note: The Owner assumes all financial risk if the construction contract is awarded prior to the issuance of an Approval to Award by the SRF and Operator Certification Section.

XX - Project Review and Cost Summary

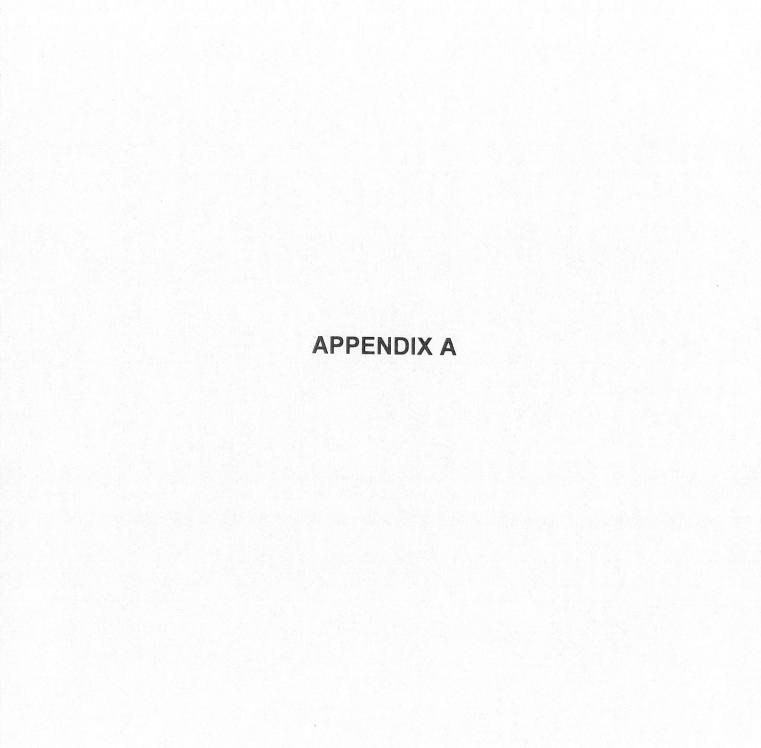
ADEM

SRF Project Review and Cost Summary

Form Revised 03 -10-10

This form is to be completed and sent with supporting documentation to ADEM within 14 days after bid opening. Following review, an Approval to Award letter will be issued. Upon award of the contract, a complete, bound set of the contract documents should be forwarded to ADEM for review

uu	Curi	nerits should be forwarded to ADEM for review.				
Loan Applicant: Project Number:						
Сс	Contract Number/Name:					
1.	Date of plans and specifications concurrence letter from ADEM:					
	Da	te of construction permit issuance from ADEM:				
2.	Att	ach 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 loan applicant 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 SRF loan application.				
	g.	Documentation from the owner and contractor. The list of required documents can be found in Part III, page SGC-3 of the ADEM Supplemental General Conditions for SRF Assisted Public Drinking Water and Wastewater Facilities Construction Contracts (ADEM FORM 341).				
	h.	Copy of the wage determination used in bidding.				
	i.	Any addenda that have been issued after ADEM review of the plans and specifications.				
Co	mm	nents:				



Frac-Out Contingency Plan (FCP) For Directional Drilling

Project/Site Name: Insert Company or Organization Name

Project Address/Location:
Insert Address
Insert City, State, Zip Code
Insert Telephone Number
Insert Fax/Email

Frac-	Out Co	ntingency Plan (FCP)	
Proje	ct/Site	Name	Month and Year
		TABLE OF CONTENTS	
1.0	Intro	oduction and Purpose	1
2.0	Description of Work		
3.0	Site Supervisor/Foremen Responsibilities		
4.0	Equi	ipment	2
5.0	Training		2
6.0	Drill	ing Procedures	3
	6.1	Vac-Truck	3
	6.2	Field Response to Frac-out Occurrence	4
	6.3	Response Closeout Procedures	4
	6.4	Construction Re-start	4
	6.5	Bore Abandonment	
7.0	Not	ification	5
	7.1	Communicating with Regulatory Agency Personnel	5
	7.2	Documentation	5
80	Proi	ect Completion and Clean-up	ς

1.0 Introduction and Purpose

Directional bore operations have a potential to release fluids into the surface environment through frac-outs. A frac-out is the condition where drilling fluid may be forced to the surface resulting in an inadvertent release. Drilling fluid consists largely of water and bentonite because of this, the fluid in not classified as a toxic or hazardous substance. However, if it is released into bodies of water, bentonite has the potential to adversely impact aquatic life.

While drilling fluid seepage associated with a frac-out is most likely to occur near the bore entry and exit points, where the drill head is shallow, frac-outs can occur in any location along a directional bore. This Frac-Out Contingency Plan (FCP) establishes operational procedures and responsibilities for the prevention, containment, and clean-up of frac-outs associated with the proposed directional drilling utility project. All personnel and sub- contractors responsible for the work must adhere to this plan during the directional drilling process.

The specific objectives of this plan are to:

- 1. Minimize the potential for a frac-out associated with directional drilling activities
- 2. Provide for a timely detention of frac-outs
- 3. Protect the environmentally sensitive areas and associated riparian vegetation
- 4. Ensure an organized, timely, and minimum-impact response in the event of a frac-out and release of drilling fluids
- 5. Ensure that all appropriate notifications are made immediately to the client and regulatory personnel

2.0 Description of Work

Drilling operations will be halted by the drill rig operators immediately upon detection of a drop-in drilling pressure or other evidence of a frac-out. The cleanup of all spills shall begin immediately. The client and regulatory personnel shall be notified immediately of any spills. A spill kit shall be on-site and used if a frac-out occurs. A vacuum truck shall be available and materials, such as straw bales, buckets, and material for coffer dams and water control, shall be onsite prior to construction. In the event of a frac-out, the site foreman/supervisor shall conduct an evaluation of the situation and direct recommended mitigation actions, based on the following.

- If the frac-out is minor, easily contained, has not reached the surface and is not threatening sensitive resources, drilling operations may resume after use of a leak stopping compound or redirection of the bore;
- b. If the frac-out has reached the surface, any material contaminated with Bentonite shall be removed by hand to a depth of 2-feet, contained and properly disposed of, as required by law. The drilling contractor shall be responsible for ensuring that the bentonite is either properly disposed of at an approved disposal facility or properly recycled in an approved manner. The site supervisor shall notify and take any necessary follow-up response actions in coordination with agency

representatives. The site supervisor will coordinate the mobilization of equipment stored at off-site locations (e.g. vacuum trucks) on an as needed basis.

3.0 Site Supervisor/Foremen Responsibilities

The site supervisor/foreman has overall responsibilities for implementing this FCP. The site supervisor/foreman will ensure that all employees are trained prior to drilling. The site supervisor/foreman will be notified immediately when a frac-out is detected and will coordinate personnel, response, clean-up, and initiate regulatory agency notifications. The site supervisor/foreman will manage coordination with the regulatory agencies to initiate the clean-up and proper disposal of recovered material. The site supervisor/foreman will ensure that all waste materials are property containerized, labeled, and removed from the site to an approved disposal facility by personnel experienced in the removal, transport and disposal of drilling mud.

The site supervisor/foreman shall be familiar with all aspects of the drilling activity, the contents of this FCP and the conditions of approval under which the activity is permitted to take place. The site supervisor/foreman shall have the authority to stop work and commit the resources (personnel and equipment) necessary to implement this plan. The site supervisor/foreman shall assure that a copy of this plan is available (onsite) and accessible to all construction personnel. The site supervisor/foreman shall ensure that all workers are properly trained and familiar with the necessary procedures for response to fracout, prior to commencement of drilling.

4.0 Equipment

The site supervisor/foreman shall ensure that:

- o All equipment and vehicles are checked and maintained daily to prevent leaks of hazardous materials
- Spill kits and spill containment materials will be available on-site at all times and in good working order
- Equipment required to contain and clean up a frac-out release will either be available at the work site or readily available at an offsite location
- o If equipment is required to be operated near a stream, absorbent pads and plastic sheeting for placement beneath motorized equipment shall be used to protect the stream from engine fluids.

5.0 Training

Prior to the start of construction, the site foreman shall ensure that the crew members receive proper training in the following:

- The provisions of the FCP, equipment maintenance, and site-specific permit and monitoring requirements
- Inspection procedures for release prevention and containment equipment and materials

- Contractor/crew obligation to immediately stop the drilling operation upon first evidence of the occurrence of a frac-out and to immediately report any frac-out releases
- o Contractor/crew member responsibilities in the event of a release
- Operation of release prevention and control equipment and the location of the release control materials, as necessary and appropriate
- Protocols for communication with agency representatives who might be on-site during the cleanup effort

6.0 Drilling Procedures

The following procedures shall be followed each day, prior to the start of work. The FCP shall be available onsite during all construction. The site supervisor/foreman shall be onsite at any time that drilling is occurring or is planned to occur. The site supervisor/foreman shall ensure that a job briefing meeting is held at the start of each day of drilling to review the appropriate procedures to be followed in case of a frac-out. Questions shall be answered and clarifications given on any point over which the drilling crew or other project staff have concerns.

Drilling pressures shall be closely monitored so they do not exceed those needed to penetrate the formation. Pressure levels shall be monitored randomly by the operator. Pressure levels shall be set at a minimum level to prevent frac-outs. During the pilot bore, maintain the drilling annulus. Cutters and reamers will be pulled back into previously drilled sections after each new joint of pipe is added.

Exit and entry pits shall be enclosed by silt fences and straw. A spill kit shall be onsite and used if a frac-out occurs. A vacuum truck shall be readily available prior to and during drilling operations. Containment materials (straw, silt fencing, sand bags, etc.) shall be staged onsite at locations where they are readily available and easily mobilized for immediate use in the event of an accidental release of drilling mud.

Once the drill rig is in place, and drilling begins, the drill operator shall stop work whenever the pressure in the drill rig drops, or there is a lack of returns in the entrance pit. At this time, the site supervisor/foreman shall be informed of the potential frac-out. The site supervisor/foreman and drill rig operator(s) shall work to coordinate the likely location of the frac-out. The location of the frac-out shall be recorded and notes made on the location and measures taken to address the concern.

6.1 Vac-Truck

A vacuum truck shall be staged at a location from which it can be mobilized and relocated so that any place along the drill shot can be reached by the apparatus within 10 minutes of a frac-out.

Project/Site Name

Month and Year

6.2 Field Response to Frac-out Occurrence

The response of the field crew to the frac-out release shall be immediate and in accordance with procedures identified in this FCP. All appropriate emergency actions that do not pose additional threats to sensitive resources will be taken, as follows:

- a. Directional boring will stop immediately
- b. The bore stem will be pulled back to relieve pressure on frac-out
- c. The site supervisor/foreman will be notified to ensure that adequate response actions are taken and notifications are made
- d. The site supervisor/foreman shall evaluate the situation and recommend the type and level of response warranted, including the level of notification required
- e. If the frac-out is minor, easily contained, has not reached the surface and is not threatening sensitive resources, drilling operations may resume after use of a leak stopping compound or redirection of the bore.
- f. If the frac-out has reached the surface, any material contaminated with bentonite located shall be removed by hand to a depth of 2 feet or down to bedrock, contained, and properly disposed of, as required by law. A dike or berm may be constructed around the frac-out to entrap released drilling fluid, if necessary. Clean sand shall be placed and the area returned to pre-project contours.
- g. If a frac-out occurs, reaches the surface and has become widespread, the site supervisor/foreman shall authorize a readily accessible vacuum truck and bulldozer stored off-site to be mobilized. The vacuum truck may be either positioned at the end of the line of the drill so that the frac-out can be reached by crews on foot, or may be pulled by a bulldozer, so that contaminated soils can be vacuumed up.

6.3 Response Closeout Procedures

When the release has been contained and cleaned up, response closeout activities will be conducted at the direction of the site supervisor/foreman and shall include the following:

- a. The recovered drilling fluid will either be recycled or hauled to an approved facility for disposal. No recovered drilling fluids will be discharged into streams, storm drains or any other water source.
- b. All frac-out excavation and cleanup sites will be returned to pre-project contours using clean fill, as necessary, and will be stabilized.
- c. All containment measures (fiber rolls, straw bales, coffer dams, etc.) will be removed, unless otherwise specified by the site supervisor/foreman or regulatory agencies.

6.4 Construction Re-start

For small releases not requiring external notification, drilling may continue, if 100 percent containment is achieved through the use of a leak stopping compound or redirection of the bore and the clean-up crew remains at the frac-out location throughout the construction period.

Project/Site Name

Month and Year

For releases requiring external notification and/or other agencies, construction activities will not restart without prior approval from the safety department.

6.5 Bore Abandonment

Abandonment of the bore will only be required when all efforts to control the frac-out within the existing directional bore have failed.

7.0 Notification

In the event that a frac-out surface within the stream, the site supervisor/foreman will notify regulatory agencies. All agency notifications will occur within 24 hours and proper documentation will be accomplished in a timely manner. The following information will be provided:

- 1. Name and telephone number of person reporting
- 2. Location of the release
- 3. Date and time of the release
- 4. Type and quantity, estimated size of the release
- 5. How the release occurred
- 6. The type of activity that was occurring around the area of the frac-out
- 7. Description of any sensitive areas and their location in relation to the frac-out
- 8. Description of methods used to clean up or secure the site
- 9. Listing of current permits obtained for the project

7.1 Communicating with Regulatory Agency Personnel

All employees and subcontractors will adhere to the following protocols when permitting regulatory agency personnel arrive on site. Regulatory agency personnel will be required to comply with appropriate safety rules. On the site supervisor/foreman or other designated personnel are to coordinate communication with regulatory agency personnel.

7.2 Documentation

The site supervisor/foreman shall record the frac-out event in his or her daily log. The log shall include all of the information listed in Section 7.0 of this FCP.

8.0 Project Completion and Clean-up

- a. All materials and any rubbish-construction debris shall be removed from the construction zone at the end of each work day
- b. Sump pits at bore entry and exits will be filled and returned to natural grade

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Project/Site Name

Month and Year

c. All protective measures (fiber rolls, straw bale, silt fence, etc.) will be removed unless otherwise specified by the site supervisor/foreman